

BOX A 甲欄	NAME(S) AND ADDRESS OF REGISTERED SHAREHOLDER(S) 已登記股東之姓名及地址

BOX B 乙欄	ENTITLEMENTS OF PRIVATECO SHARES OF HK\$0.01 EACH AT THE RECORD DATE ON 8 FEBRUARY, 2011 於二零一一年二月八日記錄日期之每股面值0.01港元之私營公司股份之權利。

TAI-I INTERNATIONAL (BERMUDA) LIMITED

(Incorporated in Bermuda with limited liability)
(於百慕達註冊成立之有限公司)

FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF TAI-I INTERNATIONAL (BERMUDA) LIMITED TAI-I INTERNATIONAL (BERMUDA) LIMITED 已發行股本中 每股面值 0.01 港元之股份之 接納及過戶表格

The form must be completed in full
本表格每項均須填寫

Transfer Agents:
轉讓代理：

Computershare
Hong Kong Investor
Services Limited
Shops 1712-1716,
17th Floor,
Hopewell Centre,
183 Queen's Road East,
Wanchai, Hong Kong
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 17 樓
1712-1716 室

FOR THE CONSIDERATION stated below, the registered shareholder(s) named in Box A above ("Transferor(s)") hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.01 each in the issued share capital of TAI-I INTERNATIONAL (BERMUDA) LIMITED ("Privateco Shares") specified below.
上面甲欄所述之已登記股東(「轉讓人」)現按下列代價,將其所持有下列 TAI-I INTERNATIONAL (BERMUDA) LIMITED 已發行股本中每股面值 0.01 港元之股份(「私營公司股份」)轉讓予下述之「承讓人」。

Number of Privateco Share(s) tendered (Note) 交回私營公司股份之數目(附註)	FIGURES 數目	WORDS 大寫
CONSIDERATION 代價	Cash: HK\$0.45 in cash for each Privateco Share 現金: 每股私營公司股份可得現金 0.45 港元	
TRANSFEREE 承讓人	Name 名稱: TAI-I INTERNATIONAL (BVI) LIMITED 台一國際(英屬維京群島)有限公司 Correspondence address 通訊地址: Room 1502, 15/F, The Chinese Bank Building, 61-65 Des Voeux Road Central, Hong Kong 香港德輔道中 61-65 號華人銀行大廈 15 樓 1502 室 Occupation 職業: Corporation 法團	

Signed by the Transferor(s) in the presence of:
轉讓人在下列見證下簽署:
SIGNATURE OF WITNESS 見證人簽署

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

Name of Witness 見證人姓名

Address of Witness 見證人地址

Occupation of Witness 見證人職業

Telephone number of transferor(s)
轉讓人聯絡電話

Date of submission of this Form of
Acceptance and Transfer
提交本接納及過戶表格之日期

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名股東
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:

Name of Witness 見證人姓名

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

For and on behalf of 代表
Tai-I International (BVI) Limited
台一國際(英屬維京群島)有限公司

Signature of Transferee or their duly authorized agent(s)
承讓人或其正式授權代表簽署

Note: YOU MUST INSERT THE TOTAL NUMBER OF PRIVATECO SHARE(S) TENDERED UNDER THE PRIVATECO OFFER. If no number is inserted or a number in excess of your registered holding of Privateco Share(s) (as indicated in BOX B above) is inserted, your acceptance will be treated as invalid.

附註: 請填上閣下就私營公司收購建議交回之私營公司股份總數,如無詳列數額或如所填上之數額乃超過閣下已登記持有之私營公司股份數量(如乙欄所顯示),則閣下之接納將被視作無效。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practice of Tai-I BVI and the Transfer Agent in relation to personal data and the Personal Data (Privacy) Ordinance of Hong Kong (the "Privacy Ordinance").

1. Reasons for the collection of your personal data

To accept the Privateco Offer for your Privateco Shares, 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.

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this form;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from Tai-I BVI and/or its subsidiaries or agents such as Polaris and the Transfer Agent;
- compiling statistical 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 purposes in connection with the business of Tai-I BVI or the Transfer Agent; and
- any other incidental or associated purposes relating to the above and/or to enable Tai-I BVI and/or Polaris to discharge their obligations to Privateco Shareholders and/or under applicable regulations, and any other purposes to which Privateco Shareholders may from time to time agree or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but Tai-I BVI, Polaris and/or the Transfer Agent 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:

- Tai-I BVI and/or its subsidiaries or agents such as Polaris and the Transfer Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to Tai-I BVI, Polaris and/or the Transfer Agent in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, professional accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom Tai-I BVI, Polaris and/or the Transfer Agent consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Privacy Ordinance provides you with the rights to ascertain whether Tai-I BVI, Polaris and/or the Transfer Agent hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, Tai-I BVI, Polaris and the Transfer Agent 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 Tai-I BVI, Polaris or the Transfer Agent (as the case may be).

BY SIGNING THIS FORM YOU AGREE TO ALL OF THE ABOVE

個人資料

個人資料收集聲明

本個人資料收集聲明知會閣下有關台一國際(英屬維京群島)及轉讓代理就個人資料及香港之個人資料(私隱)條例(「私隱條例」)之政策及實務做法。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之私營公司股份接納私營公司收購建議,則閣下須提供所需之個人資料。若未能提供所需資料,可能會導致閣下之接納不予受理或遭延誤。

2. 資料用途

閣下於本表格所提供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:

- 處理閣下之接納及核實是否遵守本表格所呈列之條款及申請程序;
- 進行或協助進行核對簽名,以及校對或交換任何其他資料;
- 送遞台一國際(英屬維京群島)及/或其附屬公司或代理人(例如寶來及轉讓代理)所發出之通訊;
- 編製統計資料及股東資料;
- 遵照法例、規則或規例(不論法定或在其他方面)之要求作出披露;
- 披露有關資料以便進行申索或獲得所有權;
- 與台一國際(英屬維京群島)或轉讓代理之業務有關之任何其他用途;及
- 與上述有關之任何其他附帶或相關用途及/或令台一國際(英屬維京群島)及/或寶來得以履行彼等對私營公司股東及/或適用法規項下之責任,以及私營公司股東可能不時同意或獲知會之任何其他用途。

3. 向他人提供個人資料

本表格所載之個人資料將會保密,但台一國際(英屬維京群島)、寶來及/或轉讓代理可作出必要之查詢以確定個人資料之準確性,以便資料可作任何上述用途,尤其可能會向下列任何及所有人士及實體披露、取得或提供該等個人資料(不論在香港或香港以外地方):

- 台一國際(英屬維京群島)及/或其附屬公司或代理人(例如寶來及轉讓代理);
- 任何向台一國際(英屬維京群島)、寶來及/或轉讓代理提供與其業務運作有關之行政、電訊、電腦、付款或其地服務之代理人、承包商或第三方服務供應商;
- 任何監管或政府機構;
- 與閣下有案務往來或將有案務往來之任何其他人士或機構,例如銀行、律師、專業會計師或持牌證券交易商或註冊證券機構;及
- 台一國際(英屬維京群島)、寶來及/或轉讓代理在該情況下認為必需或適當之任何其他人士或機構。

4. 查閱及更正個人資料

私隱條例賦予閣下權利確定台一國際(英屬維京群島)、寶來及/或轉讓代理是否持有閣下之個人資料,索取資料副本及更正任何不確資料。根據私隱條例,台一國際(英屬維京群島)、寶來及轉讓代理有權就處理任何查閱資料之查詢收取合理費用。所有關於查閱資料或更正資料或查閱關於政策及實務做法及所持之資料類別之查詢,應向台一國際(英屬維京群島)、寶來或轉讓代理(視乎情況而定)提出。

閣下簽署本表格即表示同意上述各項

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in doubt as to any aspect of this form or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, a bank manager, professional accountant or other professional adviser.

If you have sold or transferred all your shares of HK\$0.01 each ("Privateco Shares") in the issued share capital of Tai-I INTERNATIONAL (BERMUDA) LIMITED ("Privateco"), you should at once hand this form of acceptance and transfer and the accompanying composite offer and response document (the "Document") dated 18 February, 2011 or around that date to the purchaser or the transferee, or to the bank or the licensed securities dealer or registered institution in securities or other agent through whom the sale or the transfer was effected for transmission to the purchaser or the transferee.

HOW TO COMPLETE THIS FORM

You should read the Document before completing this form. To accept the conditional voluntary cash offer for the Privateco Shares (the "Privateco Offer") made by Polaris Securities (Hong Kong) Limited ("Polaris") on behalf of Tai-I International (BVI) Limited ("Tai-I BVI") to acquire your Privateco Shares at a cash price of HK\$0.45 each, you should duly complete and sign this form and forward this entire form by post or by hand, marked "Privateco Offer" on the envelope, to, which should also reach, Computershare Hong Kong Investor Services Limited (the "Transfer Agent") at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Friday, 11 March 2011 or such later date as stated in the Document. All words and expressions defined in the Document shall, unless the context otherwise requires, have the same meanings when used in this form.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE PRIVATECO OFFER

To: Polaris and Tai-I BVI

1. My/Our execution of this form of acceptance and transfer overleaf (whether or not such form is dated) which shall be binding on my/our successors and assignees shall constitute:

- (i) my/our irrevocable acceptance of the Privateco Offer made by Polaris on behalf of Tai-I BVI as contained in the Document for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Privateco Shares specified in this form in respect of which I/we am/are registered as the holder(s);
- (ii) my/our irrevocable instruction and authority to Tai-I BVI and/or Polaris and/or their respective agent(s), in relation to the number of Privateco Shares tendered under the Privateco Offer, 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 Privateco Offer, by ordinary post at my/our risk to the person named below or, if no name and/or address is stated below, to me/to the first-named Privateco Shareholder of joint registered holders of Privateco Shares at the address shown in the register of members of Privateco;

(Here insert name and address of the person to whom the cheque is to be sent if different from the registered Privateco Shareholder or the first-named Privateco Shareholder of joint registered holders of Privateco Shares.)

Name: (in block capitals) _____

Address: (in block capitals) _____

- (iii) my/our irrevocable instruction and authority to Tai-I BVI and/or Polaris or such person or persons as any of Tai-I BVI or Polaris may direct to complete and execute any document on my/our behalf including but 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 my/our Privateco Shares in Tai-I BVI;
 - (iv) 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 Privateco Shares tendered under the Privateco Offer to Tai-I BVI or such person or persons as it may direct free from all rights of pre-emption, options, liens, claims, charges, encumbrances, equities and third party rights and together with all rights attaching or accruing thereto including the right to receive all dividends and distributions declared, made or paid on or after the date of the issue of my/our Privateco Shares; and
 - (v) my/our agreement to ratify each and every act or thing which may be done or effected by Tai-I BVI and/or Polaris and/or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
2. I/We understand and agree that if no number is specified or a number in excess of my/our registered holding of Privateco Share(s), is specified in this term, my/our acceptance will be treated as invalid.
3. In the event of the Privateco Offer lapsing or in the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Privateco Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we hereby irrevocably authorise and request you to return to me/us this form duly cancelled, by ordinary post at my/our risk to the person named in paragraph 1(ii) above or, if no name and/or address is stated above, to me or the first-named Privateco Shareholder (in the case of joint registered holders of Privateco Shares) at the address shown in the register of members of Privateco.
4. I/We understand and agree that cheque(s) issued for acceptance of the Privateco Offer not presented for payment within six months from the date of issue of the relevant cheques will not be honoured and will be of no further effect, in which circumstances, I/we should contact Tai-I BVI for payment.
5. I/We hereby warrant that I/we have the full right, power and authority to sell and pass the title and ownership of such Privateco Shares to Tai-I BVI by way of acceptance of the Privateco Offer.
6. I/We hereby warrant and undertake to Tai-I BVI and/or Polaris that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Privateco in connection with my/our acceptance of the Privateco Offer, including the obtaining of any governmental, exchange control or other consent which may be required to comply with other necessary formalities or legal requirements.
7. I/We undertake to Tai-I BVI and/or Polaris that I/we shall be responsible for the payment of any transfer or other taxes payable in respect of the jurisdiction where my/our address is located as set out in the register of members of Privateco.
8. I/We acknowledge that, save as expressly provided in the Document and in this form, all acceptances, instructions, authorities and undertaking hereby given shall be irrevocable.
9. I/We understand that no acknowledgement of receipt of this form by the Transfer Agent will be given.

本表格乃要件，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，應諮詢持牌證券交易商或註冊證券機構、銀行經理、專業會計師或其他專業顧問。

閣下如已出售或轉讓名下所有 TAI-I INTERNATIONAL (BERMUDA) LIMITED (「私營公司」) 已發行股本中每股面值 0.01 港元之股份 (「私營公司股份」)，應立即將此接納及過戶表格連同隨附於二零一一年二月十八日或前後刊發之綜合收購建議及回應文件 (「該文件」) 交予買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商或註冊證券機構或其他代理，以便轉交買主或承讓人。

本表格填寫方法

閣下務請細閱該文件後，方填寫本表。閣下接納由寶來證券 (香港) 有限公司 (「寶來」) 代表台一國際 (英屬維京群島) 有限公司 (「台一國際 (英屬維京群島)」) 就私營公司股份提出之有條件自願現金收購建議 (「私營公司收購建議」)，以每股 0.45 港元之現金價格收購閣下之私營公司股份，則應填妥並簽署本表格，並最遲須於二零一一年三月十一日星期五或該文件所述之較後日期下午四時正前將整份表格寄抵或送達香港中央證券登記有限公司 (「轉讓代理」)，地址為香港灣仔皇后大道東 183 號合和中心 17 樓 1712-1716 室，信封面請註明「私營公司收購建議」。除非文義另有所指，否則該文件所界定之所有文字及詞彙與本表格所採用者具有相同涵義。

私營公司收購建議之接納及過戶表格

致：寶來及台一國際 (英屬維京群島)

1. 本人/吾等簽署背頁之接納及過戶表格 (無論該表格是否已註明日期)。對本人/吾等之承繼人及承讓人亦將受此約束，亦構成：

(i) 本人/吾等不可撤回地接納由寶來代表台一國際 (英屬維京群島) 提出並載於該文件中之私營公司收購建議，以所載代價並按該文件及本表格所載有關條款及條件收購本表格上所填數目及本人/吾等為登記持有之私營公司股份；

(ii) 本人/吾等不可撤回地指示並授權台一國際 (英屬維京群島) 及/或寶來及/或彼等各自之代理人就根據私營公司收購建議交回之私營公司股份數目，將本人/吾等按私營公司收購建議之條款應得之代價，以「不得轉讓—只准入抬頭人賬戶」方式開出劃線支票予本人/吾等，然後按下列姓名及地址以普通郵遞方式寄予所列人士，或如未於下欄列明姓名及/或地址，則按私營公司股東名冊所示地址寄予本人/寄予名列首位之私營公司股份聯名登記私營公司股東。郵誤風險由本人/吾等承擔；

(如收取支票之人士及地址並非私營公司登記股東或名列首位之私營公司股份聯名登記股東所登記之姓名及地址，則請在本欄填上收取支票人士之姓名及地址。)

姓名：(請用正楷填寫) _____

地址：(請用正楷填寫) _____

(iii) 本人/吾等不可撤回地指示並授權台一國際 (英屬維京群島) 及/或寶來或任何台一國際 (英屬維京群島) 或寶來之指定人士，代表本人/吾等填寫及簽署任何文件，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，則刪去該日期而填上另一日期，及採取任何必要或權宜之行動，使本人/吾等之私營公司股份轉歸台一國際 (英屬維京群島) 所有；

(iv) 本人/吾等承諾於有需要或適當時簽署其他文件，並辦理其他手續及事項，以確保本人/吾等就私營公司收購建議交回以轉歸予台一國際 (英屬維京群島) 或由其指定之人士之私營公司股份不受任何優先購買限、購股權、留置權、申索、押記、產權負擔、衡平權及第三者權利所限制，並確保私營公司股份可享有於發行本人/吾等之私營公司股份之日或之後所附帶或累計之一切權利，包括獲派於該日或之後所宣派、派發或支付一切股息及其他分派之權利；及

(v) 本人/吾等同意追認台一國際 (英屬維京群島) 及/或寶來及/或彼等各自之代理人或其/彼等可能指定之人士就行使本表格所載在何授權而可能作出或進行之各項行動或事宜。

2. 本人/吾等明白並同意，倘本表格並無列明私營公司股份數目或所列數目超出本人/吾等登記所持之私營公司股份，則本人/吾等之接納將被視作無效。

3. 倘私營公司收購建議失效或倘根據私營公司收購建議之條款，本人/吾等之接納為無效或被視為無效，則上文第 1 段所載之所有指示、授權及承諾皆將終止，在此情況下，本人/吾等謹此不可撤回地授權並要求閣下將已有效註銷之本表格以普通郵遞方式寄予上文 1(ii) 段所列人士，或如上文未有列註明姓名及/或地址，則按私營公司股東名冊列明之地址寄予本人或名列首位之私營公司股東 (如屬私營公司股份聯名股東)，郵誤風險概由本人/吾等承擔。

4. 本人/吾等明白並同意，就接納私營公司收購建議而開立之支票如在相關支票開立日期後六個月內未獲提兌將不獲兌現，且將再無效力，在此情況下，本人/吾等應就付款知會台一國際 (英屬維京群島)。

5. 本人/吾等謹此保證本人/吾等擁有一切權利、權力及授權，以透過接納私營公司收購建議之方式出售及轉交該等私營公司股份之所有權及擁有權予台一國際 (英屬維京群島)。

6. 本人/吾等謹此向台一國際 (英屬維京群島) 及/或寶來保證及承諾，本人/吾等已就本人/吾等接納私營公司收購建議遵守本人/吾等於私營公司股東名冊列明之地址所處司法權區之法律，包括取得任何政府、外匯管制或為遵守其他必要手續或法律規定之其他批准。

7. 本人/吾等向台一國際 (英屬維京群島) 及/或寶來承諾，本人/吾等須就本人/吾等按私營公司股東名冊列明之地址所處司法權區，支付任何應付之過戶稅或其他稅項。

8. 本人/吾等知悉，除該文件及本表格明確規定者外，所作出之一切接納，指示、授權及承諾均為不可撤回。

9. 本人/吾等知悉，交回本表格概不會獲轉讓代理發出收據。