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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the composite offer and response document dated 4 December 2007 (the "Composite Document") issued jointly by Carrick Worldwide Limited and Hsin Chong Construction Group Ltd.

除文義另有所指外，本表格所用詞彙與Carrick Worldwide Limited與Hsin Chong Construction Group Ltd. (新昌營造集團有限公司*) 於二零零七年十二月四日聯合刊發之綜合收購建議及回應文件(「綜合文件」)所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.

接納及轉讓表格在 閣下欲接納股份收購建議時適用。

HSIN CHONG CONSTRUCTION GROUP LTD.

新昌營造集團有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code 股份代號: 00404)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF HSIN CHONG CONSTRUCTION GROUP LTD.

新昌營造集團有限公司已發行股本中
每股面值港幣0.10元之普通股之接納及轉讓表格

All parts should be completed 每項均須填寫

Receiving Agent Computershare Hong Kong Investor Services Ltd. Shops 1712-16, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
接收代理 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1712-16室

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.
根據本表格及隨附之綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明之股份轉讓予下列「承讓人」。

Number of Shares ^(Note) 股份數目 ^(備註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
	Registered address: 登記地址:	
		Telephone number: 電話號碼:
CONSIDERATION 代價	HK\$1.78 in cash for each Share 每股股份為現金港幣1.78元	
TRANSFER TO TRANSFeree 轉讓予承讓人	Name 名稱: Correspondence address: 通訊地址:	Carrick Worldwide Limited 29th Floor, 9 Queen's Road Central, Hong Kong 香港皇后大道中9號29樓
	Occupation 職業:	Corporation 法團
SIGNED by the parties to this transfer, this _____ day of _____ 2007 由轉讓雙方於二零零七年_____月_____日簽署		

PLEASE
DO NOT
DATE
請勿填寫日期

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 地址

Occupation 職業

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名
登記持有人
均必須於本欄
簽署

Do not complete 請勿填寫本欄

Signed by the Transferee in the presence of:

承讓人在下列見證人見證下簽署:

SIGNATURE OF WITNESS 見證人簽署

NAME OF WITNESS 見證人姓名

Address 地址

Occupation 職業

For and on behalf of 代表

Carrick Worldwide Limited

Authorised Signatory(ies)

授權簽署人

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理簽署

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number in excess of your registered holding of the Shares is inserted on this form of acceptance and transfer and you have signed this form, you will be deemed to have accepted the Share Offer for your entire registered holding of Shares.

附註: 請填上接納股份收購建議之股份總數。如 閣下並無在本接納及轉讓表格上填上數目或所填數目超過 閣下登記持有之股份並已簽署本接納及轉讓表格，則 閣下將被視為已就名下登記持有之全部股份接納股份收購建議。

* For identification purposes only 僅供識別

THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any 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 or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or otherwise transferred all your Shares, 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 bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Share Offer to any Shareholders in any jurisdiction outside Hong Kong may be prohibited or 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 and regulatory requirements. It is your responsibility if you wish to accept the Share Offer to satisfy yourself as to the full observance of all the applicable legal and regulatory requirements of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consent which may be required, complying with any other necessary formalities or legal requirements and paying any issue, transfer or other taxes due in respect of such jurisdiction.

HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document.

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as defined in the Composite Document. In the event of inconsistency, the English text of this Form of Acceptance and Transfer shall prevail over the Chinese text.

To accept the Share Offer made by Kingsway Financial Services Group Limited ("Kingsway") on behalf of the Offeror, you should complete and sign this Form of Acceptance and Transfer and forward this form, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof for the number of Share(s) in respect of which you wish to accept the Share Offer, by post or by hand, marked "Hsin Chong Share Offer" on the envelope, to the Receiving Agent, Computershare Hong Kong Investor Services Ltd. at Shops 1712-16, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Receiving Agent by no later than 4:00 p.m. on Thursday, 27 December 2007 (or such later time and/or date as the Offeror may decide in accordance with the Takeovers Code). The provisions contained in Appendix 1 to the Composite Document are incorporated into and form part of this form of acceptance and transfer. Shareholders are advised to read the composite Document before completing this Form of Acceptance and Transfer.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: Kingsway and the Offeror

1. My/Our execution of this Form of Acceptance and Transfer (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Share Offer made by Kingsway 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 Share(s) specified in this Form of Acceptance and Transfer or, if no such number is specified or a greater number is specified than I/we am/are registered as the holder(s) thereof, in respect of such number of the Share(s) as to which I/we am/are registered as the holder(s);
 - (b) my/our irrevocable instruction and authority to the Offeror and/or Kingsway or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of Hsin Chong Construction Group Ltd. as soon as possible but in any event within 10 days of the date of receipt by the Receiving Agent of all the relevant documents to render the acceptance under the Share Offer complete and valid;
(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) _____
 - (c) my/our irrevocable instruction and authority to the Offeror and/or Kingsway or such person or persons as they 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 Share(s) to be sold by me/us under the Share 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;
 - (d) my/our irrevocable instruction and authority to the Offeror and/or Kingsway or such person or persons as they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date in this Form of Acceptance and Transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this Form of Acceptance and Transfer 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 Share(s) tendered for acceptance of the Share Offer;
 - (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Share(s) tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights whatsoever and together with all rights accruing or attaching thereto as at the date of the Joint Announcement or subsequently becoming attached to them, including, without limitation, the right to receive in full all future dividends and distributions declared, made or paid on or after the date of the Joint Announcement;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Kingsway or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
 - (g) my/our irrevocable instruction and authority to the Offeror and/or Kingsway or their respective agent(s) to collect from the Receiving Agent on my/our behalf the share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other documents of title (if any), 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 Share Offer as if it/they were share certificate(s) delivered to the Receiving Agent together with this Form of Acceptance and Transfer.
2. I/We understand that acceptance of the Share Offer by me/us will constitute a warranty by me/us to the Offeror that (i) the number of Share(s) specified in this Form of Acceptance and Transfer or, if no such number is specified or a greater number is specified than I/we am/are registered as the holder(s), in respect of all such Shares as to which I/we am/are registered as the holder(s), are sold free from all rights of pre-emption, options, liens, claims, equities, charges, encumbrances and third party rights whatsoever and together with all rights accruing or attaching thereto as at the date of the Joint Announcement or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends or other distributions declared, made or paid, if any, on or after the date of the Joint Announcement; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, or Kingsway or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or his/her acceptance thereof, and is permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share 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 other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance and Transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of Hsin Chong Construction Group Ltd. as soon as possible but in any event within 10 days after the date of receipt by the Receiving Agent of this form of acceptance.
Note: Where 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 Kingsway or their respective agent(s) from the Receiving Agent on your behalf, you will be sent such Share certificate(s) at your own risk in lieu of the transfer receipt(s).
4. I/We enclose the relevant Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance and Transfer, Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We hereby warrant and represent to you that I am/we are the registered holder(s) of the number of Shares specified in this Form of Acceptance and Transfer or, if no such number is specified or a greater number is specified than I/we am/are registered as the holder(s), in respect of all such Shares as to which I/we am/are registered as the holder(s) and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Share Offer.
6. I/We warrant to the Offeror and Hsin Chong Construction Group Ltd. that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Hsin Chong Construction Group Ltd. in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all necessary formalities or legal requirements.
7. I/We warrant to the Offeror and Hsin Chong Construction Group Ltd. that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of Hsin Chong Construction Group Ltd. in connection with my/our acceptance of the Share Offer.
8. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and/or Kingsway (so as to bind my/our successors and assigns) that in respect of the Shares which are accepted or deemed to have been accepted under the Share 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 Hsin Chong Construction Group Ltd. 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 Shareholder (including any Share certificate(s) and/or any other document(s) of title issued as a result of conversion of such Shares into certificated form) to the Offeror at 29th Floor, 9 Queen's Road Central, Hong Kong.
 - (b) an irrevocable authority to the Offeror and/or its agents from me/us to sign any consent to short notice of any general meeting of Hsin Chong Construction Group Ltd. 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; 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 Hsin Chong Construction Group Ltd., I/we hereby expressly revoke such appointment.
9. I/We acknowledge that, save as expressly provided in the Composite Document and this form of acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納及轉讓表格乃重要文件，請即處理。閣下如對本接納及轉讓表格之內容或應採取之行動有任何疑問，應諮詢閣下之持牌證券商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之股份全部售出或以其他方式轉讓，應立即將本接納及轉讓表格及隨附之綜合文件送交買家或承讓人或經手買賣或轉讓之銀行、持牌證券商、註冊證券機構或其他代理商，以便轉交買家或承讓人。

向香港以外任何司法權區之任何股東提出收購建議或會受有關司法權區之法例禁止或影響。倘閣下為香港以外司法權區之公民或居民或國民，應自行瞭解及遵守任何適用法例及監管規定。如欲接納股份收購建議，海外股東須自行信納全面遵守有關司法權區之所有適用法例及監管規定，包括獲得任何所需之政府、外匯管制或其他批准、辦理任何其他必要手續或符合法例規定，以及支付有關司法權區之任何應繳發行、轉讓或其他稅項。

本表格填寫方法

本接納及轉讓表格應與綜合文件一併閱覽。

除文義另有所指外，本接納表格所用詞彙與綜合文件所界定者具有相同涵義。本接納及轉讓表格中英文本如有任何歧異，概以英文本為準。

閣下如欲接納滙富金融服務有限公司（「滙富」）代表收購人提出之股份收購建議，應填妥及簽署本接納及轉讓表格，連同閣下欲接納股份收購建議之有關股份數目之相關數目及／或轉讓收據及／或其他所有權文件及／或就此所需並令人信納之任何一份或多份彌償保證（信封面須註明「新昌股份收購建議」），於實際可行情況下盡快郵寄或專人送交接收代理香港中央證券登記有限公司（地址為香港灣仔皇后大道東183號合和中心17樓1712-16室），惟無論如何須不得遲於二零零七年十二月二十七日（星期四）下午四時正（或收購人根據收購守則可能決定之較後時間及／或日期）送達。綜合文件附錄一所載之條文構成本接納及轉讓表格之一部分。股東填寫本接納及轉讓表格前務請細閱綜合文件。

股份收購建議之接納及轉讓表格

致：滙富及收購人

1. 本人／吾等一經簽署本接納及轉讓表格（不論該表格是否已註明日期），本人／吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人／吾等就本接納及轉讓表格上所註明之股份數目，按綜合文件及本表格所述代價按照並遵守當中所載條款及條件，不可撤銷地接納綜合文件所載由滙富代表收購人提出之股份收購建議；如未有註明數目或註明之數目超過本人／吾等以登記持有人名義持有之數目，則接納收購本人／吾等名下登記持有之股份數目；
- (b) 本人／吾等不可撤銷地指示及授權收購人及／或滙富或彼等各自之代理人，就本人／吾等根據股份收購建議之條款應得之現金代價（扣除本人／吾等就本人／吾等接納股份收購建議應付之所有賣家從價印花稅後），以「不得轉讓—只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後以平郵方式寄予以下人士及地址，或如無於下欄填上姓名及地址，則按新昌營造集團有限公司股東名冊所示登記地址，盡快無論如何於接收代理獲發所有相關文件以令股份收購建議之接納完整及有效之日十日內以平郵方式寄予本人或吾等當中所列首位者（如屬聯名登記股東），郵誤風險概由本人／吾等承擔；

（倘收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址）

姓名：（請用正楷填寫）_____

地址：（請用正楷填寫）_____

- (c) 本人／吾等不可撤銷地指示及授權收購人及／或滙富或彼等可能就此指定之有關人士，代表本人／吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人／吾等作為股份收購建議出售股份之賣方須製備及簽立之買賣單據，並按該條例之條文安排該單據加蓋印花及安排在本接納及轉讓表格背書證明；
- (d) 本人／吾等不可撤銷地指示及授權收購人及／或滙富或彼等可能指定之有關人士，代表本人／吾等填妥、修訂及簽署任何文件，包括但不限於在本接納及轉讓表格填上日期，或如本人／吾等或任何其他人士已填上日期，則有關人士可刪去該日期，然後填上另一日期，以及填上、刪去、修改或取替本接納及轉讓表格之承讓人，以及辦理任何其他必需或權宜之手續，將本人／吾等提交接納股份收購建議之股份轉歸收購人或其可能指定之有關人士所有；
- (e) 本人／吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項，以將本人／吾等根據股份收購建議提交接納之股份轉讓予收購人或其可能指定之有關人士，該等股份不附帶一切任何形式之優先購買權、期權、留置權、申索權、衡平權、押記、產權負擔及第三方權利，並連同於聯合公佈日期所累積或附有或隨後所附有一切權利，包括但不限於全數收取於聯合公佈日期或之後宣派、作出或派付之所有未來股息及分派之權利；
- (f) 本人／吾等同意追認收購人及／或滙富或彼等各自之代理人或彼等可能指定之有關人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜；及
- (g) 本人／吾等不可撤銷地指示及授權收購人及／或滙富或彼等各自之代理人，各自代表本人／吾等交回隨附經本人／吾等正式簽署之轉讓收據及／或其他所有權文件（如有），憑此向接收代理領取本人／吾等就股份應獲發之股票，並將有關股票送交接收代理，且接獲及指示接收代理根據股份收購建議之條款及條件持有該等股票，猶如該（等）股票已連同本接納及轉讓表格一併交回接收代理。

2. 本人／吾等明白本人／吾等接納股份收購建議，將構成本人／吾等向收購人保證(i)本接納及轉讓表格所註明股份數目或（如未有註明有關數目或所註明數目多於本人／吾等登記為持有人之股份數目）本人／吾等登記為持有人之全部有關股份概在不附帶一切任何形式之優先購買權、期權、留置權、申索權、衡平權、押記、產權負擔及第三方權利，並連同於聯合公佈日期所累積或附有或隨後所附有一切權利，包括但不限於收取於聯合公佈日期或之後宣派、作出或派付之所有未來股息或其他分派（如有）之權利下出售；及(ii)本人／吾等並無採取或不採取任何行動或可能致使收購人或滙富或任何其他人士違反任何地區與股份收購建議或其接納有關之法律或法規，且彼根據所有適用法例獲准接受及接納股份收購建議及其任何修訂，而該接納為有效，且根據所有適用法例具約束力。

3. 倘按股份收購建議之條款本人／吾等之接納屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人／吾等授權並懇請閣下盡快無論如何於股份收購建議失效或接收代理接獲本接納表格之日後十日內將本人／吾等之股票及／或轉讓收據及／或其他所有權文件（及／或就此所需並令人信納之一份或多份彌償保證）連同已正式註銷之本接納及轉讓表格以平郵方式一併寄予上文1(b)所列之人士及地址，如未有列明姓名及地址，則按新昌營造集團有限公司股東名冊所示登記地址寄予本人或吾等當中所列首位者（如為聯名登記股東），郵誤風險概由本人／吾等承擔。

附註：倘閣下交出一份或以上轉讓收據，而收購人及／或滙富或彼等各自之代理人已代表閣下從接收代理領取有關股票，則發還予閣下者將為該等股票而非轉讓收據，有關風險概由閣下承擔。

4. 本人／吾等茲附上本人／吾等持有之全部或部分股份之有關股票及／或轉讓收據及／或其他所有權文件（及／或任何就此所需並令人信納之一份或多份彌償保證），由閣下按股份收購建議之條款及條件予以保存。本人／吾等明白任何交回之接納及轉讓表格、股票及／或轉讓收據及／或其他所有權文件（及／或就此所需並令人信納之一份或多份彌償保證）概不獲發收訖通知。本人／吾等亦了解以平郵方式寄發所有文件之一切郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等謹此向閣下保證及聲明，本人／吾等為本接納及轉讓表格所註明股份數目或（如未有註明有關數目或所註明數目多於本人／吾等登記為持有人之股份數目）本人／吾等登記為持有人之全部有關股份之登記持有者，且本人／吾等有十足權利、權力及授權以接納股份收購建議之方式，向收購人出售及移交本人／吾等之股份之所有權及擁有權。

6. 本人／吾等向收購人及新昌營造集團有限公司保證，本人／吾等已遵守在新昌營造集團有限公司股東名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納股份收購建議方面之法例，包括取得任何所需之政府、外匯管制或其他批准，並遵守其他所需手續或法律規定。

7. 本人／吾等向收購人及新昌營造集團有限公司保證，本人／吾等須就支付在新昌營造集團有限公司股東名冊上載列本人／吾等地址所在司法權區關於本人／吾等接納股份收購建議方面應付之任何轉讓稅或其他稅項或徵稅承擔全部責任。

8. 本人／吾等不可撤銷地指示及／或滙富承諾、聲明、保證及同意（對本人／吾等之承繼人及受讓人亦具約束力），就根據股份收購建議接納或被視為接納之股份，且有關於接納並無有效撤回及有關股份並未以收購人或其指定人士之名義登記時：

- (a) 本人／吾等授權新昌營造集團有限公司及／或其代理人將任何須寄發予本人／吾等（作為股東）之通知、通函、保證書、其他文件或通訊文件（包括任何股票及／或因轉換有關股份為股票形式而發出之任何其他所有權文件）寄發予收購人，地址為香港皇后大道中9號29樓。
- (b) 本人／吾等不可撤銷地授權收購人及／或其代理人代表本人／吾等簽署新昌營造集團有限公司任何股東大會之任何短期通知同意書，及／或出席任何有關股東大會（或其任何續會）及／或就有關股份簽署代表委任表格以委任收購人提名之任何人士出席有關股東大會（或其任何續會），以及代表本人／吾等行使有關股份附帶之投票權，而有關之投票將按收購人全權酌情決定之形式作出；及
- (c) 本人／吾等協議於未經收購人同意前，不會行使任何有關權利，且本人／吾等不可撤銷地承諾不會就任何有關之股東大會委任受委代表出席，並在上文所述者規限下，倘本人／吾等先前已就新昌營造集團有限公司之股東大會委任收購人或其提名人或指定人士以外之受委代表出席或於大會上投票，則本人／吾等謹此表明撤銷有關委任。

9. 本人／吾等知悉，除綜合文件及本接納表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤銷及為無條件。

Personal Information Collection Statements

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

1. Reasons for the collection of your personal data

To accept the Share Offer for your 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 or compliance with the terms and application procedures set out in this form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its subsidiaries or agents such as the financial advisers and the Receiving Agent;
- compiling statistical code 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 Offeror or the Receiving Agent; and
- any other incidental or associated purposes relating to the above and other purpose to which the

Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and the Receiving 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:

- the Offeror and/or agent(s), such as the financial advisers and the Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Receiving 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 your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror or the Receiving Agent 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 or the Receiving Agent holds 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 the Receiving 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 the Offeror or the Receiving Agent (as the case may be).

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

個人資料**收集個人資料聲明**

本收集個人資料聲明旨在知會閣下有關於收購人、接收代理及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之原因

如接納閣下股份之股份收購建議，閣下須提供所需之個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。

2. 用途

閣下於本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：

- 處理閣下之接納申請及核實或遵循本表格及綜合文件載述之條款及申請手續；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自收購人及／或其附屬公司或代理人(例如財務顧問及接收代理)發佈通訊；
- 編製統計代碼資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規定(無論法定或其他規定)作出披露；
- 有關收購人或接收代理業務之任何其他用途；及

- 有關上文所述任何其他臨時或關連用途及股東可能不時同意或知悉之其他用途。

3. 轉交個人資料

本表格提供之個人資料將會保密，惟收購人及接收代理為達致上述或有關任何上述之用途，可能作出必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 收購人及／或代理人，例如財務顧問及接收代理；
- 為接收代理之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理人、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、會計師或持牌證券商或註冊證券機構；及
- 收購人或接收代理認為必需或適當情況下的任何其他人士或機構。

4. 獲取及更正個人資料

根據該條例之規定，閣下可確認收購人或接收代理是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，收購人及接收代理可就獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予收購人或接收代理(視情況而定)。

閣下一經簽署本接納及轉讓表格即表示同意上述所有條款