HONG FOK LAND INTERNATIONAL LIMITED

(鴻福國際有限公司*)

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

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

本接納及過戶表格在 閣下欲接納要約時使用。

All words and expressions defined in the offer document dated on or around 26 April 2019 issued by Hong Fok Land International Limited (as the same may be subsequently amended, supplemented or modified) (the "Offer Document") shall, unless the context otherwise requires, have the same meaning when used in this form of acceptance and transfer. The provisions of Appendix I of the Offer Document are incorporated into and form part of this form of acceptance and transfer. 除文義另有所指外,本接納及過戶表格所用之所有詞彙及表述與Hong Fok Land International Limited 於二零一九年四月二十六日或前後發出之要約文件 (其後可能會作出修訂、補充或修改)(「要約文件」)所界定者具相同涵義。要約文件附錄一之條文,已收錄及成為本接納及過戶表格之一部分。

FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF PAR VALUE OF HK\$0.05 EACH IN THE ISSUED SHARES OF HONG FOK LAND INTERNATIONAL LIMITED

鴻福國際有限公司已發行股份中每股面值0.05港元之股份之接納及過戶表格 This form of acceptance and transfer must be completed in full

本接納及過戶表格每項均須填寫

Administrator: Computershare Hong Kong Investors 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

管理人:

香港灣仔皇后大道東183號合和中心17樓1712至1716號舖

HK\$0.05 each in the	he issued shar	stated below, the registered sharehoes of Hong Fok Land International 」) 現接下列代價,將下列 Hong F	Limited ("Shares") specified be	low.			") named below the share(s) of par value 份」) 轉讓予下述之「 承讓人 」。	
PLEASE COMPLETE THIS BOX 請填妥本格	BOX 1 第1格	Number of Share(s) (Note) 公司股份之數目 (附註)	Figures 數目 Words 大寫					
PLEASE COMPLETE THIS BOX 請填妥本格	BOX 2 第 2 格	CERTIFICATE NUMBER(S) 股票號碼						
PLEASE	BOX 3 第 3 格	TRANSFEROR(S) name(s) and address(es) in full (Either typewritten or written in block capitals) 轉讓人 姓名及詳細地址 (請用打字機或以正楷填寫)	Surname(s) or company names				Other Name(s)	
			姓氏或公司名稱				名字	
COMPLETE THIS BOX			Address(es)					
請填妥本格			地址			Г	Telephone Number	
							電話號碼	
		CONSIDERATION 代價	Cash: HK\$0.55 in cash for each Share 現金:每股股份現金0.55港元					
			Name	名稱 :	HONG F	OK LAND IN	INTERNATIONAL LIMITED	
		TRANSFEREE 承讓人	Correspondence address 通訊地址: Room 3201, 9 Queen's Road Central, Hong Kong 香港皇后大道中9號 3201室 Occupation 職業: Corporation 法團					
Signed by the Trans 轉讓人在下列見證 SIGNATURE OF	人見證下簽署 WITNESS 見	E :	Signature(s) o	f Transferor(s) or its	e duly author	iced agent(c)/	ALL J HOLDERS M SIGN E 所有聯名技	
Name of witness 見證人姓名 Address of witness 地址				ignature(s) of Transferor(s) or its duly authorised agent(s)/ 所有聯名持有人 Company chop (if applicable) 轉讓人或其正式授權代理人簽署/公司印鑑 (如適用)				
Occupation of witness 見證人職業				Date of Submission of this form of acceptance and transfer 提交本接納及過戶表格日期			_	
and submission of transfer of Shares 署名股東茲確認	of this form s contempla 要約須待要	of acceptance and transfer b ted hereunder shall be subject	y the signing Shareholder(to the signing by the Transf 後方可作實,且由署名公	(s) do not render Peree on the date of	the transfer	er of Shares stated below.	te Offer Document and that the sign contemplated hereunder effective. 格並不令據此進行之股份轉讓生氣	
DO NOT COMPL	ETE 請勿填	寫本欄		n behalf of 代表 K Land Internation	ıal Limited			
Signed by the Trans 承讓人在下列見證			Hong Pol	. Zana meemation	Limited			
Name of witness 見	l證人姓名							
Signature of Witness 見證人簽署				Signature(s) of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署				

Date of transfer 轉讓日期

For identification purpose only 僅供識別

Address地址

Occupation 職業

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in doubt as to any aspect of this form of acceptance and transfer ("FAT HK") or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares of par value of HK\$0.05 each ("Shares") in the issued shares of HONG FOK LAND INTERNATIONAL LIMITED ("the Company"), you should at once hand this FAT HK and the accompanying Offer Document to the purchaser or the transferee, or to 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.

The making of the Offer or the acceptance thereof by persons not being a resident of Hong Kong or with a registered address in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. Independent Shareholders who are citizens, residents or nationals of jurisdictions outside Hong Kong should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions. It is the responsibility of any such persons who wish to accept the Offer to satisfy themselves as to the full observance of all 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 or the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in respect of such jurisdiction. Any acceptance by any such persons will be deemed to constitute a representation and warranty from such person to Hong Fok Land International Limited that he/she is permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that, such acceptance shall be valid and binding in accordance with applicable laws. Independent Shareholders should consult their professional advisers if in doubt.

HOW TO COMPLETE THIS FORM

You should read the Offer Document before completing this FAT HK. To accept the voluntary conditional cash offer for the Shares (the "Offer") made by TUS Corporate Finance Limited ("TUS") on behalf of Hong Fok Land International Limited to acquire your Shares at a cash price of HK\$0.55 each, you should complete and sign this FAT HK and forward this entire FAT HK, together with the Title Documents for such number of Shares in respect of which you wish to accept the Offer, by post or by hand, marked "Hong Fok Land International Limited – Offer" on the envelope, to, and which should also reach, the Administrator, Computershare Hong Kong Investors Services Limited 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, 14 June 2019 or such later time(s) or date(s) as may be announced from time to time by or on behalf of the Company (the "Closing Date"). If the completed and signed FAT HK is delivered by post to the Company c/o the Administrator, please ensure that adequate postage is affixed on the envelope. If you have made a written request for a share certificate in respect of the Shares held by you to the Administrator prior to the Closing Date, then in order to accept the Offer, the share certificate(s) in respect of your Shares must be submitted to the Administrator together with this FAT HK duly completed and signed by you.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: TUS and the Company

- 1. My/Our execution of this FAT HK overleaf which shall be binding on my/our successors and assignees shall constitute:
 - (i) my/our irrevocable instruction and authority to each of the Company and/or TUS and/or their respective agent(s), in relation to the number of Shares tendered under the 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 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 Shareholder of joint registered holders of Shares at the address shown in the register of members of the Company;

(Here 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 Shareholder of joint registered holders of Shares.)

Name: (in block capitals)	
Address: (in block capitals)	

- (ii) my/our irrevocable instruction and authority to each of the Company and/or TUS and/or the Administrator and/or such person or persons as any of the Company or TUS may direct to complete and execute any document on my/our behalf and to do any other act that may be necessary or expedient for the purpose of vesting my/our Shares in the Company or such person or persons as it may direct;
- (iii) 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 tendered under the Offer to the Company or such person or persons as it may direct free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights attaching thereto (including the right to all dividends (if any) declared after the date on which the Offer is made; and
- (iv) my/our agreement to ratify each and every act or thing which may be done or effected by the Company or TUS or Administrator or any of 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. In the event of the Offer lapsing or 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 and in which event, I/we hereby irrevocably authorise and request you to return to me/us this FAT HK duly cancelled, by ordinary post at my/our risk to the person named in paragraph 1(i) above or, if no name and/or address is stated above, to me or the first-named Shareholder (in the case of joint registered holders of Shares) at the address shown in the register of members of the Company.
- 3. I/We understand and agree that cheque(s) issued for acceptance of the 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 and that, in such circumstances, I/we should contact the Company for payment.
- 4. I/We hereby warrant to you that I am/we are the registered holder(s) of the number of Shares specified in this FAT HK and that I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to the Company by way of acceptance of the Offer.
- 5. I/We hereby warrant and undertake to the Company and/or TUS and/or the Company that I/we have satisfied the laws 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 the obtaining of any governmental, exchange control or other consent which may be required to comply with other necessary formalities or legal requirements.
- 6. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Company and TUS that (a) the number of Share(s) specified in this FAT HK will be sold free from all rights of pre-emption, options, liens, claim, equities, charges, encumbrances or third party rights of any nature and the relevant Shares are sold with all rights attaching or accruing thereto, including the right to receive all dividends and distributions declared, paid or made on or after the date of the issue of those Shares; and (b) I/we have not taken or omitted to take any action which will or may result in the Company, TUS or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- 7. I/We undertake to the Company and/or TUS 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 the Company.
- 8. I/We acknowledge that, save as expressly provided in the Offer Document and in this FAT HK, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
- 9. I/We understand that no acknowledgement of receipt of this FAT HK by the Administrator will be given.

本表格為重要文件,請即處理。

閣下如對本接納及過戶表格(「**香港接納及過戶表格**」)之任何方面**有任何疑問**,應諮詢 閣下之持牌證券交易商或註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已出售或轉讓 閣下於鴻福國際有限公司(「本公司」)已發行股份中之全部每股面值0.05港元的股份(「股份」),應立即將本香港接納及過戶表格及隨附之收購建議文件送交買方或承讓人,或經手買賣或轉讓之持牌證券交易商或其他代理商,以便轉交買方或承讓人。

向非香港居民或註冊地址位於香港以外司法權區內之人士作出收購建議或彼接受收購建議,可能受有關司法權區法律之影響。作為香港以外司法權區公民、居民或國民之獨立股東,應了解並遵守任何適用於其司法權區之法律規定。任何有意接受收購建議之任何有關人士有責任全面遵守相關司法權區之所有適用法律及監管要求,包括獲得可能所需之任何政府、外匯管制或其他同意書或其他必要手續及支付任何有關發行、轉讓之款項或相關司法權區之應付稅項。支付與此類管轄權有關之任何問題,轉讓或其他稅款。任何此等人士之任何按納將稅為構成該人士向鴻福國際有限公司作出之聲明及保證,稅根據所有適用法律及法規獲准接收及接納收購建議及其任何修訂,而有關接納接受須為有效並受適用法律所約束。獨立股東如有疑問,應諮詢其專業顧問。

本表格填寫方法

填妥本香港接納及過戶表格前, 閣下應閱讀收購建議文件。為接納TUS Corporate Finance Limited(「TUS」)代表鴻福國際有限公司作出之自願有條件現金股份收購建議(「收購建議))而以按現金價格每股0.55港元購買 閣下之股份, 閣下應填妥及簽署本香港接納及過戶表格,並於不遲於二零一九年六月十四日(星期五)下午四時正或於本公司或代表本公司可能不時宣佈之較後時間(「截止日期」)前,將本香港接納及過戶表格全文連同彼有意接納收購建議所涉及之股份數目之所有權文件(信封註明「鴻福國際有限公司一收購建議」」郵寄或親身送交至管理人中央證券登記有限公司(地址為香港灣仔皇后大道讓所涉及之股份數目之所有權文件(信封註明「鴻福國際有限公司一收購建議」」郵寄或親身送交至管理人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1712-1716號舖)。如已填妥及簽署之香港接納及過戶表格的工作。如此,為有數學不公司,請確保於信封上貼上足夠郵資之郵票。 閣下如於截止日期前向管理人作出書面要求,以就 閣下持有之股份取得股份證明書,則有關 閣下持有股份之股份證明書必須連同經 閣下妥為填妥及簽署之本香港接納及過戶表格一併遞交。

收購建議之接納及過戶表格

致:TUS及 貴公司

- 1. 本人/吾等一經簽署本表格之背頁,本人/吾等之承繼人及受讓人將受此約束,並表示:
 - (i) 本人/吾等就收購建議項下提呈之股份數目不可撤銷地指示及授權 貴公司、TUS或彼等各自之代理,將本人/吾等根據要約的條款應得之代價以「不得轉讓一只准入抬頭人帳戶」劃線開出以本人/吾等為抬頭人之支票,按下列姓名及地址,以平郵方式寄至下述人士,或如無填上姓名及地址,則寄至股份聯名登記持有人之排名首位之股東在 貴公司股東名冊上所示登記地址,有關郵誤風險概由本人/吾等承擔;

(如收取支票之人士與登記股東或聯名登記股份持有人之排名首位股東之登記姓名及地址不同,則請在本欄填上應收取支票及其他文件人士之姓名及地址。)

姓名:(請用正階填寫).....

地址:(請用正階填寫).

- (ii) 本人/吾等不可撤銷地指示及授權 貴公司及/或TUS及/或管理人及/或 貴公司或TUS可能指示之任何人士,代表本人/吾等填妥及簽署任何文件及採取任何其他可能必要或適當之行動,將本人/吾等之股份歸屬於 貴公司或其可能指定之人士;
- (iii) 本人/吾等承諾於必要或合宜時簽署其他文件及辦理有關其他行動及事項,以確保將本人/吾等收購建議提呈之股份轉讓予 貴公司或其指定之有關人士,該等股份不附帶任何留置權、押記、產權負擔、衡平權益、優先購買權或任何性質之其他第三方權利,連同其附帶之一切權利(包括有權收取收購建議作出之日後所宣派之一切股息(如有));
- (iv) 本人/吾等同意追認 貴公司或TUS或管理人或彼等各自之代理或其/彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各項及每項行動或事宜。
- 如收購建議失效或根據收購建議條款本人/吾等之接納屬無效,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/吾等不可 撤銷地授權並懇請 閣下將已正式註銷之本接納及過戶表格以平郵寄予1(i)一段所列之人士,如上文未有列明姓名及/或地址,則按本公司股東名冊 所示登記地址寄予本人或名列首位之股東(如屬股份聯名登記持有人),郵談風險概由本人/吾等承擔。
- 3. 本人/吾等了解並同意,在就接納收購建議而發出之支票簽發之日起六個月內,未接受付款之相關支票將不予兑現,且並無進一步效力。在該情況下,本人/吾等應聯繫公司付款。
- 4. 本人/吾等向 閣下保證,本人/吾等為本香港接納及過戶表格指定股份數目之登記股東,而本人/吾等擁有全部權利、權力及權限,透過接納要約之方式向 貴公司出售及轉讓有關股份之所有權及擁有權。
- 5. 本人/吾等向 貴公司及/或TUS及/或 貴公司保證,本人/吾等已遵守在本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/吾等接納收購建議之法例,包括取得任何可能所需之政府、外匯管制或其他同意,以遵守所有必要手續、法律及/或監管規定。
- 6. 本人/吾等明白,本人/吾等接納收購建議將被視為構成本人/吾等向 貴公司及TUS之保證,(a)本香港接納及過戶表格指定之股份數目將予出售,且不附帶任何性質之優先購買權、購股權、留置權、申索、衡平法權益、抵押、債權負擔或第三方權利,且相關股份將連同其附帶或累積之一切權利,包括收取於發行該等股份日期或之後所宣派、作出或派付之股息及分派之權利)一併售出;及(b)本人並無採取或不採取任何行動而將或可能致使 貴公司、TUS或任何其他人士違反任何地區與收購建議或本人/吾等之接納有關之法律或監管規定,且本人根據所有適用法例獲准接獲及接納收購建議(及其任何修訂),而根據所有適用法例,該接納為有效及具有約束力。
- 7. 本人/吾等向 貴公司及/或TUS保證,本人/吾等須就支付在 貴公司股東名冊上載列本人地址所在司法權區方面應付之任何過戶費用或其他稅項 承擔責任。
- 8. 本人/吾等知悉,除收購建議文件及本香港接納及過戶表格明文規定外,據此作出之所有接納、指示、授權及承諾均不可撤銷。
- 9. 本人明白管理人將不會就接收本香港接納及過戶表格而作出確認。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practice of the Company and the Administrator in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) as the same may be amended, modified or supplemented from time to time (the "Privacy Ordinance").

1. Reasons for the collection of your personal data

To accept the 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. Purpose

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 the Offer Document and this FAT HK;
- · registering transfers of Share(s) out of your name;
- maintaining or updating the relevant register of holders of Shares:
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Company and/or their respective subsidiaries or agents such as TUS and the Administrator;
- · 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 the Company or the Administrator; and
- any other incidental or associated purposes relating to the above and/or to enable the Company and/or TUS to discharge their obligations to Shareholders and/or under applicable regulations, and any other purposes to which 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 the Company , TUS and/or the Administrator may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Company and/or their respective subsidiaries or agents such as TUS and the Administrator;
- any agents, contractors or third party service providers who
 offer administrative, telecommunications, computer, payment
 or other services to the Company and/ or TUS and/or the
 Administrator 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 the Company, TUS, and/ or the Administrator consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Privacy Ordinance provides you with the right to ascertain whether the Company, TUS and/or the Administrator 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, the Company ,TUS and the Administrator have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, TUS, or the Administrator (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 閣下有關公司及管理人就個人資料及香港法例第486章個人資料(私隱)條例(不時可能會作出修訂、修改或補充)(「私隱條例」)之政策及常規。

1. 收集 閣下個人資料之原因

倘 閣下欲就 閣下之股份接納要約,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使用、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要約文件及本香港接納及過 戶表格所呈列之條款及申請程序而作出;
- 登記轉讓 閣下名義之司股份;
- 存置或更新股份持有人之有關名冊;
- 進行或協助進行核對簽名,以及核對或交換任何其他資料;
- 送遞公司及/或彼等各自之附屬公司或代理(例如TUS及管理人)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(不論法定或非法定)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;
- 與公司或管理人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/或公司及/或TUS 得以履行彼等對股東及/或適用法規項下之責任,以及股東可能不時同意或獲知會之任何其他用途。

3. 轉交個人資料

本表格所載之個人資料將會保密,但公司、TUS及/或管理人可作出彼等認為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、取得或轉交該等個人資料(不論在香港境內或境外):

- 公司及/或彼等各自之附屬公司或代理(例如TUS及管理人);
- 向公司及/或TUS及/或管理人提供與其業務運作有關之行 政、電訊、電腦、付款或其他服務之任何代理、承包商或第三 方服務供應商;
- 任何監管或政府機構;
- 與 閣下有業務往來或將有業務往來之任何其他人士或機構, 例如銀行、律師、專業會計師、持牌證券交易商或註冊證券機 權:及
- 公司、TUS 及/或管理人在有關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 閣下權利確定公司、TUS及/或管理人是否持有 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,公司、TUS及管理人有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或查閱有關政策及常規及所持資料類別之要求,應向公司、TUS或管理人(視乎情況而定)提

閣下簽署本表格即表示同意上述各項。