

JAY STAR HOLDINGS LIMITED

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

All words and expressions defined in the composite offer and response document dated on or around 14 December 2012 jointly issued by Smart Top Investments Limited and Jay Star Holdings Limited (as the same may be subsequently amended, supplemented or modified ("Composite Document")), shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用之所有詞彙與Smart Top Investments Limited及Jay Star Holdings Limited於二零一二年十二月十四日或前後聯合發出之綜合要約及回應文件(其後可能作出修訂、補充或修改)(「綜合文件」)所界定者具相同涵義。綜合文件附錄一之條文，已收錄及成為本表格之一部份。

BOX A 甲欄	NAME(S) AND ADDRESS(ES) OF REGISTERED PRIVATECO SHAREHOLDER(S) 已登記私人公司股東之姓名及地址
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BOX B 乙欄	REGISTERED HOLDING OF PRIVATECO SHARES OF HK\$0.01 EACH AT THE RECORD DATE ON 10 DECEMBER 2012 (equivalent to entitlement to number of Privateco Shares) 於二零一二年十二月十日記錄日期所登記持有之每股面值0.01港元之私人公司股份數目(相當於有權獲取之私人公司股份數目)
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FORM OF ACCEPTANCE AND TRANSFER OF SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF JAY STAR HOLDINGS LIMITED

JAY STAR HOLDINGS 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

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

Transfer Agent:
過戶代理:
Trior Standard Limited
26th Floor
Tesbury Centre
28 Queen's Road East
Wanchai
Hong Kong
卓佳標準有限公司
香港灣仔皇后大道東28號金鐘匯中心26樓

Insert the total number of Privateco Shares for which the Privateco Offer is accepted.
請填寫接納私人公司股份總數。

FOR THE CONSIDERATION stated below, the registered shareholder(s) named in Box A above (the "Transferor(s)") hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.01 each in the issued share capital of JAY STAR HOLDINGS LIMITED (the "Privateco Shares") specified below.
上文甲欄所述之登記股東(「轉讓人」)現按下列代價，將下列JAY STAR HOLDINGS LIMITED已發行股本中每股面值0.01港元之股份(「私人公司股份」)轉讓予下述之「承讓人」。

Number of Privateco Share(s) (Note) 私人公司股份之數目(附註)	FIGURES 數目	WORDS 大寫
CONSIDERATION 代價	Cash : HK\$0.38 in cash for each Privateco Share 現金：每股私人公司股份可得現金 0.38 港元	
TRANSFEEE 承讓人	Name 名稱 : SMART TOP INVESTMENTS LIMITED Correspondence address 通訊地址 : Unit 1213, 12/F, Wing On Plaza, 62 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong 香港九龍尖沙咀東麼地街62號永安廣場12樓1213室 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 地址

Occupation 職業

Signature(s) of Transferor(s)
轉讓人簽署

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
所有聯名持有人均須於本欄簽署

The signing Privateco Shareholder(s) hereby acknowledge(s) that the Privateco Offer is conditional upon the terms and conditions as set out in the Composite Document and that the signing and submission of this Form of Acceptance and Transfer by the signing Privateco Shareholder(s) do not render the transfer of Privateco Shares contemplated hereunder effective. The transfer of Privateco Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.
署名私人公司股東茲確認私人公司要約須待綜合文件所載條款及條件達成後方可作實，且由署名私人公司股東簽署及呈交之本接納及過戶表格並不令據此進行之私人公司股份轉讓生效。據此進行之私人公司股份轉讓須於下文所述轉讓日期由承讓人簽署。

Do not complete 請勿填寫本欄	For and on behalf of 代表 Smart Top Investments Limited
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 地址	Signature of Transferee or their duly authorized agent(s) 承讓人或其正式授權代理簽署
Occupation 職業	
Date of Transfer 轉讓日期	

Note: If no number is specified or if a number in excess of your registered holding of Privateco Shares is specified, you are deemed to have accepted the Privateco Offer in respect of all the Privateco Shares which you are registered as the holder.

附註：倘此表格上並無填上數目或所填寫之股份總數超過閣下所登記持有之私人公司之股份，則閣下將被視為已按相等於以閣下名義下登記之全部私人公司股份數目接納股份要約。

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 (the "Privateco Shares") in the issued share capital of Jay Star Holdings Limited (the "Privateco"), you should at once hand in this form and the accompanying offer and response document dated 14 December 2012 or around that date (the "Composite Document") 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 Composite Document before completing this form. To accept the unconditional voluntary cash offer for the Privateco Shares (the "Privateco Offer") made by Quam Securities Company Limited ("Quam Securities") on behalf of Smart Top Investments Limited ("Smart Top") to acquire your Privateco Shares at a cash price of HK\$0.38 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, Tricor Standard Limited (the "Transfer Agent") at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on 4 January 2013 or such later date as stated in the Composite Document. All words and expressions defined in the Composite 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: Quam Securities and Smart Top

1. My/Our execution of this form overleaf which shall be binding on my/our successors and assignees shall constitute:

- (i) my/our irrevocable acceptance of the Privateco Offer made by Quam Securities on behalf of Smart Top 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 Privateco Shares specified in this form or, if no such number is specified or a number in excess of my/our registered holding of Privateco Shares is specified, in respect of all Privateco Shares in respect of which I/we am/are registered as the holder(s);
- (ii) my/our irrevocable instruction and authority to Smart Top and/or Quam Securities 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 Smart Top or Quam Securities or such person or persons as any of Smart Top or Quam Securities 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 Privateco Shares in Smart Top or such person or persons as it may direct the Privateco Shares, in respect of which such person has accepted the Privateco Offer;
 - (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 Smart Top 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 Smart Top or Quam Securities 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. In the event of the Privateco Offer lapsing or in the event that my/our acceptance is not valid 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 the Privateco.
 3. 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 such circumstances, I/we should contact Smart Top for payment.
 4. I/We hereby warrant to you that I am/we are the registered holder(s) of the number of Privateco Shares specified in this form and that I/we have the full right, power and authority to sell and pass the title and ownership of such Privateco Shares to Smart Top by way of acceptance of the Privateco Offer.
 5. I/We hereby warrant and undertake to Smart Top and/or Quam Securities and/or the Privateco that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the 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.
 6. I/We understand that acceptance of the Privateco Offer by me/us will be deemed to constitute a warranty by me/us to Smart Top, the Privateco and Quam Securities that (a) the number of Privateco Share(s) specified in this form 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 Privateco 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 Privateco Shares; and (b) I/we have not taken or omitted to take any action which will or may result in Smart Top, the Privateco, Quam Securities or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Privateco Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Privateco Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
 7. I/We undertake to Smart Top and/or Quam Securities and/or the Privateco 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 Privateco.
 8. I/We acknowledge that, save as expressly provided in the Composite Document and in this form, all acceptances, instructions, authorities and undertakings 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之全部Jay Star Holdings Limited(「私人公司」)已發行股本中每股面值0.01港元之股份(「私人公司股份」)，應立即將本表格與隨附於二零一二年十二月十四日或前後刊發之要約及回應文件(「綜合文件」)送交買主或承讓人，或經手出售或轉讓之銀行或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。

如何填寫本表格

閣下務請細閱綜合文件後，方填寫本表格。閣下如接納由華富嘉洛證券有限公司(「華富嘉洛證券」)代表Smart Top Investments Limited(「Smart Top」)就私人公司股份提出之無條件自願現金要約(「私人公司要約」)，以每股0.38港元之現金價格收購閣下之私人公司股份，則應填妥並簽署本表格，並於二零一三年一月四日或綜合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卓佳標準有限公司(「過戶代理」)，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，信封面請註明「私人公司要約」。除非文義另有所指，否則綜合文件所界定之所有詞彙及表述與本表格所採用者具有相同涵義。

私人公司要約之接納及過戶表格

致：華富嘉洛證券及Smart Top

1. 本人／吾等簽立背頁之本表格，本人／吾等之承繼人及承讓人亦須受此約束，且構成：

- (i) 本人／吾等不可撤回地接納由華富嘉洛證券代表Smart Top提出載於綜合文件之私人公司要約，以所述代價並按照及根據綜合文件及本表格所述條款及條件收購本表格所指明數目之私人公司股份；如未有指明股份數目或指明之數目超過本人／吾等登記持有之私人公司股份，則接納收購本人／吾等名下登記持有之全部私人公司股份；
- (ii) 本人／吾等不可撤回地指示並授權Smart Top及／或華富嘉洛證券及／或彼等各自之代理就根據私人公司要約交回之私人公司股份數目，將本人／吾等按私人公司要約條款有權獲得之代價，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，然後以普通郵遞方式寄往下列人士(如並無於下欄列明姓名及／或地址，則按私人公司股東名冊所示地址寄往本人／名列首位之私人公司股份聯名登記持有之私人公司股東)，郵誤風險由本人／吾等自行承擔；

(如收取支票之人士及地址並非私人公司登記股東或名列首位之私人公司股份聯名登記持有之私人公司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Smart Top或華富嘉洛證券或任何Smart Top或華富嘉洛證券可能指定之一名或多名人土，代表本人／吾等填寫及簽立任何文件，及採取必要或權宜之任何其他行動，使本人／吾等之私人公司股份轉歸Smart Top或其可能指定將私人公司股份轉歸予之有關一名或多名人土(就有關股份而言，該人士已接納私人公司要約)所有；
 - (iv) 本人／吾等承諾於有需要或適當時簽立其他文件，並辦理其他行動及事宜，以進一步確保本人／吾等就私人公司要約交回以轉歸予Smart Top或其可能指定之一名或多名人土之私人公司股份，概無所有優先購買權、購股權、留置權、申索、押記、產權負擔、平衡權益及第三方權益連同於其所附帶或產生之所有權利，包括於本人／吾等之私人公司股份發行日期或之後宣派、作出或派付之所有股息及分派；及
 - (v) 本人／吾等同意追認Smart Top或華富嘉洛證券或彼等各自之代理或其／彼等可能指定之一名或多名人土就行使本表格所載任何授權而可能作出或進行之各項及每項行動或事宜。
2. 倘私人公司要約失效或倘根據私人公司要約之條款，本人／吾等之接納為無效，則上文第1段所載之所有指示、授權及承諾將予終止，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正式註銷之本表格以普通郵遞方式寄予上文第1(ii)段所列人士(如上文並無列明姓名及／或地址，則按私人公司股東名冊所示之地址寄予本人或名列首位之私人公司股東(如屬私人公司股份之聯名登記持有))，郵誤風險由本人／吾等自行承擔。
3. 本人／吾等明白並同意，就接納私人公司要約而簽發之支票如在相關支票簽發日期起計六個月內並無出具兌付，則有關支票將不獲兌現且再無效力，而在此情況下，本人／吾等應聯絡Smart Top以收取款項。
4. 本人／吾等謹此向閣下保證，本人／吾等為本表格所列明私人公司股份數目之登記持有人，而本人／吾等擁有一切權利、權力及授權，以透過接納私人公司股份要約之方式出售及轉交有關私人公司股份之所有權及擁有權予Smart Top。
5. 本人／吾等謹此向Smart Top及／或華富嘉洛證券及／或私人公司保證及承諾，本人／吾等已就本人／吾等接納私人公司要約遵守本人／吾等於私人公司股東名冊載列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。
6. 本人／吾等明白本人／吾等接納私人公司要約，將被視為構成本人／吾等向Smart Top、私人公司及華富嘉洛證券保證：(a)本表格所指定數目之私人公司股份於出售時將不會附帶任何優先購買權、購股權、留置權、申索權、平衡權、押記、產權負擔或任何性質之第三方權利，而所出售之相關私人公司股份連同其所附帶或應計之所有權利，包括收取於發行該等私人公司股份之日期或之後所宣派、派付或作出之所有股息及分派之權利；及(b)本人／吾等並無採取或遺漏採取任何行動，致使將會或可能導致Smart Top、私人公司、華富嘉洛證券或任何其他人士就進行私人公司要約或於本人／吾等接納私人公司要約時違反任何地區之法例或監管規定，且本人／吾等根據所有適用法例乃有權接受及接納私人公司要約及其任何修訂本，而根據所有適用法例，有關之接納均為有效及具有約束力。
7. 本人／吾等向Smart Top及／或華富嘉洛證券及／或私人公司承諾，本人／吾等須就本人／吾等按私人公司股東名冊載列之地址所處司法權區，支付任何應付之過戶或其他稅項。
8. 本人／吾等確認，除綜合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／吾等明白，過戶代理將不會就本表格發出收據。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practice of Smart Top, Quam Securities and the Transfer Agent in relation to personal data collection and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws 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;
- registering transfers of Privateco Share(s) out of your name;
- maintaining or updating the relevant register of holders of Privateco Shares;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from Smart Top and/or its subsidiaries or agents such as Quam Securities 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 Smart Top, the Privateco or the Transfer Agent; and
- any other incidental or associated purposes relating to the above and/or to enable Smart Top and/or Quam Securities and/or the Transfer Agent to discharge their obligations to the Transferor(s), and/or under applicable regulations, and any other purposes to which the Transferor(s) 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 Smart Top, Quam Securities 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:

- Smart Top and/or its subsidiaries or agents such as Quam Securities and the Transfer Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to Smart Top, Quam Securities 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 Smart Top, Quam Securities, the Privateco 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 Smart Top, Quam Securities 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, Smart Top, Quam Securities 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 Smart Top, Quam Securities 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Smart Top、華富嘉洛證券及過戶代理就收集個人資料及香港法例第486章個人資料(私隱)條例(「**私隱條例**」)之政策及常規。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之私人公司股份接納私人公司要約，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本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私人公司股份；
- 維持或更新相關私人公司股份持有人之登記冊；
- 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Smart Top及／或其附屬公司或代理(例如華富嘉洛證券及過戶代理)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Smart Top、私人公司或過戶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Smart Top及／或華富嘉洛證券及／或過戶代理得以履行彼等對轉讓人及／或適用法規項下之責任，以及轉讓人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Smart Top、華富嘉洛證券及／或過戶代理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)：

- Smart Top及／或其附屬公司或代理(例如華富嘉洛證券及過戶代理)；
- 向Smart Top、華富嘉洛證券及／或過戶代理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構；及
- Smart Top、華富嘉洛證券及／或過戶代理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Smart Top、華富嘉洛證券及／或過戶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，Smart Top、華富嘉洛證券及過戶代理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Smart Top、華富嘉洛證券或過戶代理(視乎情況而定)提出。

閣下簽署本表格即表示同意上述各項