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



# BALtrans Holdings Limited

## 保昌控股有限公司

(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: 562)

### FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF BALTRANS HOLDINGS LIMITED 保昌控股有限公司已發行股本中 每股面值港幣0.10元之股份之接納及過戶表格 All parts should be completed 每項均須填寫

Branch Registrar  
股份過戶登記分處

Tricor Abacus Limited  
卓佳雅柏勤有限公司

26th Floor, Tesbury Centre, 28 Queen's Road East, Hong Kong  
香港皇后大道東28號金鐘匯中心26樓

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.  
根據本表格及附奉的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(s) (Note) 股份數目 (附註)	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:
	Address: 地址:	
	Telephone number: 電話號碼:	
CONSIDERATION 代價	HK\$7.60 in cash for each Share or HK\$7.75 in cash for each Share (if valid acceptances of 90% or more in value of the Shares on a fully diluted basis assuming all outstanding Options are exercised in full, are received) 每股股份現金港幣7.60元或每股股份現金港幣7.75元 (倘接獲90%或以上股份價值 (按全面攤薄基準即假設全部尚未行使之購股權獲全數行使) 之有效接納書)	
TRANSFEEE 承讓人	Name 名稱: Registered Office 註冊辦事處:	Toll (BVI) Limited Kingston Chambers, P. O. Box 173, Road Town, Tortola, The British Virgin Islands Corporation 法人團體
	Occupation 職業:	
SIGNED by the parties to this transfer, this _____ day of _____, 2008 由轉讓雙方於二零零八年 _____ 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  
HOLDERS  
MUST SIGN  
HERE  
所有聯名持有人  
均須於本欄  
個別簽署

Signature(s) of Transferor(s)  
轉讓人簽署

Do not complete 請勿填寫本欄

For and on behalf of 代表  
Toll (BVI) Limited

Authorised Signatory(ies)  
授權簽署

Signature(s) of Transferee  
承讓人簽署

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 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過戶表格上填上數目或所填數目超過閣下所持之登記股份數量並已簽署本表格，則閣下將被視為已就名下持有之全部股份接納股份收購建議。

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, the Registrar 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 holding companies, subsidiaries or agents such as the financial advisers and the Registrar;
- compiling statistical code information and shareholder profiles;
- 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 Registrar; 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 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 and/or agent(s), such as the financial advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Registrar, 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 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 or the Registrar 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 Registrar 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 Registrar (as the case may be).

**BY SIGNING THIS FORM 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方、登記處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」)的政策及慣例。

#### 1. 收集閣下個人資料的原因

如欲就閣下之股份接納股份收購建議，閣下須提供所需的個人資料，倘閣下未能提供所需資料，則可能導致閣下的接納申請被拒或受到延誤。

#### 2. 用途

閣下於本表格提供的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：

- 處理閣下的接納申請及核實或遵循本表格及綜合文件載列的條款及申請程序；
- 登記以閣下名義的股份轉讓；
- 保存或更新有關股份的股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自收購方及／或其控股公司，附屬公司或代理人(如財務顧問及登記處)發佈通訊；
- 編製統計代碼資料及股東資料；
- 按法例、規則或規定(無論法定或其他規定)作出披露；
- 有關收購方或登記處業務的任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及股東可能不時同意或知悉的其他用途。

#### 3. 轉交個人資料

本表格提供的個人資料將作為機密資料妥當保存，惟收購方及登記處為達致上述或有關任何上述的用途，可能作出彼等認為必需的查詢，以確認個人資料的準確性，尤其可能披露、獲取或轉交(無論在香港或香港以外地區)該等個人資料予下列任何及所有個人及實體，或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外地區)該等個人資料：

- 收購方及／或代理，如財務顧問及登記處；
- 為登記處的業務經營提供行政、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；
- 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或機構，如閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 收購方或登記處認為必需或適當情況下的任何其他個人或機構。

#### 4. 獲取及更正個人資料

根據該條例的規定，閣下可確認收購方或登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何錯誤資料。依據該條例的規定，收購方及登記處可就獲取任何數據的請求收取合理的手續費。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的資料的所有請求，須提交予收購方或登記處(視情況而定)。

閣下一經簽署本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 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 transferred all your shares in BALtrans Holdings Limited, you should at once hand this form of acceptance and transfer and the accompanying document to the purchaser(s) or the transferee(s) or to the bank or 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).**

**Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the accompanying composite offer and response document dated 22 January 2008 (the "Composite Document") issued jointly by Toll (BVI) Limited and BALtrans Holdings Limited.**

#### HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

To accept the Share Offer made by Standard Chartered Bank 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for not less than the number of Shares in respect of which you intend to accept the Share Offer, by post or by hand, marked "BHL Share Offer" on the envelope, to the Registrar, Tricor Abacus Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on Tuesday, 12 February 2008 (or such later time and/or date as the Offeror may announce with the permission of the Executive).

#### FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: the Offeror and Standard Chartered Bank

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:
  - (a) my/our acceptance of the Share Offer made by Standard Chartered Bank 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 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 Shares as to which I/we am/are registered as the holder(s);
  - (b) my/our irrevocable instruction and authority to the Offeror, Standard Chartered Bank 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 the Company:  
*(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, Standard Chartered Bank 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, Standard Chartered Bank or such person or persons as they may direct to complete 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 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 third party rights, liens, claims, charges, equities and encumbrances and together with all rights 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 and/or other distributions declared, made or paid, if any, on or after the date of the Joint Announcement (except the final dividend for the year ended 31 July 2007);
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Standard Chartered Bank 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, Standard Chartered Bank or their respective agent(s) to collect from 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), 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) subject to the terms and conditions of the Share Offer as if it/they were share certificate(s) delivered to the Registrar 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 and Standard Chartered Bank that (i) the number of Share(s) specified in this form of acceptance and transfer will be sold free from all third party rights, liens, claims, charges, equities and encumbrances and together with all rights 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 and/or other distributions declared, paid or made on or after the date of the Joint Announcement (except the final dividend for the year ended 31 July 2007); and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary formalities or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in the Company, the Offeror, Toll or Standard Chartered Bank or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer or my/our acceptance thereof, and am/are 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 paragraph 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 the Company.  
*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, Standard Chartered Bank or their respective agent(s) from the Registrar on your behalf, you will be sent such share certificate(s) 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 at my/our own risk.
5. I/We warrant that I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We warrant to the Offeror and Standard Chartered Bank 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 Share Offer, including the obtaining of any governmental, exchange control or other consent which may be required and the compliance with necessary formalities or legal requirements.
7. I/We warrant to the Offeror and Standard Chartered Bank that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company.