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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the offer document dated 30 October 2015 (the "Offer Document")

除文義另有所指外,本表格所用詞彙與要約人於二零一五年十月三十日刊發之要約文件(「要約文件」)所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES HELD BY HONG KONG SHAREHOLDERS (THE "FAT HK") FOR USE IF YOU WANT TO ACCEPT THE

香港股東所持要約股份接納及轉讓表格(「香港接納及轉讓表格」)供 閣下欲接納要約時適用。

NOVO GROUP LTD.

新源控股有限公司*

(Incorporated in Singapore with limited liability) (於新加坡註冊成立的有限公司) (Company Registration No. 198902648H) (公司註冊編號198902648H) Hong Kong Stock Code: 1048

香港股份代號: 1048 Singapore Stock Code: MR8 新加坡股份代號:MR8

Registrar HK:
Boardroom Share Registrars (HK) Limited,
31/F, 148 Electric Road,
North Point, Hong Kong
香港過戶登記處:
寶德隆證券登記有限公司
香港北角電氣道 148 號31 樓

FAT HK FOR OFFER SHARES 要約股份香港接納及轉讓表格

All parts should be completed 每項均須填寫

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Offer Document. 在本表格及隨附要約文件所載條款及條件規限下,下列「轉讓人」現按下列代價,將以下註明由轉讓人所持有之股份轉讓予下列「承讓人」。

Number of Share(s) to be transferred (<i>Note</i>) 將予轉讓之股份數目 (<i>附註)</i>	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	Family name(s) or company name(s) 姓氏或公司名稱:	:	Forename(s): 名字:	
(EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Address or Registered address: 地址或登記地址:			
			Telephone Number: 電話號碼:	
CONSIDERATION 代價	HK\$3.755 in cash for each Share 每股股份為現金 3.755 港元			
TRANSFEREE 承讓人	Name 名稱: Correspondence address 通訊地址: Occupation 職業:	Golden Star Group Limited : 1102-04, 11 th Floor, Empire Centre, 68 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong 香港九龍尖沙咀麼地道68 號帝國中心11 樓 1102-04 室 Investment holding company 投資接股公司		
Signed by or for and on behalf of the Transferc 轉讓人或其代表在下列見證人見證下簽署: SIGNATURE OF WITNESS 見證人簽署	•	Signature(s) of Ti	ransferor(s)/	ALL JOINT HOLDERS MUST SIGN HERE 所有聯名持有人 均必須於本欄
NAME OF WITNESS 見證人姓名		Company chop, if applicable 轉讓人簽署/公司印鑑(如適用)		
Address of witness 見證人地址				
Occupation of witness 見證人職業		Date of submission of this FAT HK 提交本香港接納及轉讓表格之日期		
	Do not comple	ete 請勿填寫本欄		
Signed by or for and on behalf of the Transferee in the presence of : 承讓人或其代表在下列見證人見證下簽署 : SIGNATURE OF WITNESS 見證人簽署		For and on behalf of 代表 Golden Star Group		
NAME OF WITNESS 見證人姓名		-		
Address of witness 見證人地址		-		
Occupation of witness 見證人職業		-		
Date of transfer 轉讓日期		- Signature of Transferee or its duly authorised agent(s) - 承讓人或其正式授權代理人簽署		

THIS FAT HK IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to any aspect of this FAT HK or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, stockbroker, 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 FAT HK and the accompanying Offer Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required and the compliance with other necessary formalities. You will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offeror, Deloitte (HK) and any person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes, imposts, duties or other payments as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

This FAT HK should be read in conjunction with the Offer Document.

HOW TO COMPLETE THIS FAT HK

Hong Kong Shareholders are advised to read carefully the Offer Document before deciding whether or not to accept the Offer. To accept the Offer made by Deloitte (HK) on behalf of the Offern, you should complete and sign this FAT HK and forward it, 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 Offer, by post or by hand, marked "Novo Group Ltd. - Offer" on the envelope, to the Registrar HK, Boardroom Share Registrars (HK) Limited, 31/F, 148 Electric Road, North Point, Hong Kong as soon as practicable, but in any event so as to reach the Registrar HK by no later than 4:00 p.m. on Friday, 27 November 2015 or such later time and/or date as the Offeror may determine and announce, with the consent of the Executive, if necessary, in accordance with the Takeovers Code. The provisions contained in Appendix I to the Offer Document are incorporated into and form part of this FAT HK.

FAT HK IN RESPECT OF THE OFFER

To: The Offeror and Deloitte (HK)

- 1. My/Our execution and completion of this FAT HK will be binding on my/our successors and assignees, and will constitute:
 - a my/our irrevocable acceptance of the Offer made by Deloitte (HK) on behalf of the Offeror and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in this FAT HK or, (i) if no number is specified or, the total number of Shares specified is greater than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or satisfactory indemnity or indemnities required in respect thereof), I/we am/are deemed to have accepted the Offer in respect of the Shares as shall be equal to the number of the Shares, tendered by me/ us, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title; and (ii) if the number specified in this FAT HK is smaller than the number of Shares tendered, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title, I/we am/are deemed to have accepted the Offer in respect of the Shares as shall be equal to the number of the Shares specified in this FAT HK.
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Deloitte (HK) 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 Offer after deducting all seller's(s') Hong Kong ad valorem stamp duty (rounded up to the nearest HK\$1.00) payable by me/us in connection with my/our acceptance of the 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 as soon as possible but in any event within the earlier of (i) seven Business Days following receipt by the share registerar of all the relevant documents to render the acceptance under the Offer complete and valid ("Date of Receipt"), and (ii) ten days following the Date of Receipt;

(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 each of the Offeror and/or Deloitte (HK) and/or such person or persons as any of them 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 Offer and to cause the same to be stamped and to cause an endorsement to be made on this FAT HK in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Deloitte (HK) and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Offer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date, or if the date is not inserted, to insert a date and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the 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 Offer to the Offeror or such person or persons as it may direct free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all lights attached to them including but not limited to the rights to receive and retain all dividends, rights and other distributions (if any) declared, made or paid on or after the date of the Possible Offer Announcement;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Deloitte (HK) and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein; and
- (g) my/our irrevocable instruction and authority to the Offeror and/or Deloitte (HK) or their respective agent(s) to collect from the Registrar HK 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 document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Registrar HK and to authorise and instruct the Registrar HK to hold such Share certificate(s) subject to the terms and conditions of the Offer as if it/they were Share certificate(s) delivered to the Registrar HK to merch with this FAT HK.
- (h) my/our appointment of the Offeror and/or Deloitte (HK) as my/our attorney in respect of all the Share(s) to which this FAT HK relates; and
- (i) my/our agreement that the Offer is, and all acceptances of the Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Offer.
- 2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Deloitte (HK) that (i) the number of Share(s) specified in this FAT HK will be sold free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all rights accruing or attaching thereto as at the date of the Possible Offer Announcement or subsequently becoming attached to them, including, without limitation, the rights to receive and retain all dividends, rights and other distributions (if any) declared, made or paid on or after the date of the Possible Offer Announcement; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, Deloitte (HK) or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/fre acceptance thereof, and is 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.
- 3. 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 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 indemmity or indemmities required in respect thereof), together with this FAT HK duly factorial representations 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 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 and/or Deloitte (HK) or their respective agent(s) from the Registrar HK 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 Offer. I/We understand that no acknowledgement of receipt of any HK Form(s) of Acceptance, 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 warrant and represent to you that I am/we are the registered Shareholder(s) of the number of Shares specified in this FAT HK 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 Offer.
- 5. I/We warrant to the Offeror and 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 consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
- 7. I/We warrant to the Offeror and the Company 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 the Company in connection with my/our acceptance of the Offer.
- 8. I/We acknowledge that my/our Shares sold to the Offeror by way of the Offer will be registered under the name of the Offeror or its nominee.
- 9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Deloitte (HK) and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the 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:
 - (a) to give an authority to the Company 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 member of the Company (including any Share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar HK in 31/F, 148 Electric Road, North Point, Hong Kong;
 - (b) to appoint and authorise the Offeror or its agents as my/our true and lawful attorney to sign any consent to short notice of any general meeting of the Company 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/or to sign any documents required from time to time arising in relation to this clause; and
 - (c) to give 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 will appoint or 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 the Company, I/we hereby expressly revoke such appointment.
- I/We acknowledge that, save as expressly provided in the Offer Document and this FAT HK, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Deloitte (HK), Deloitte (SG), the Registrar HK and the Registrar SG 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 Offer for your Share(s), 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. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer. It is important that you inform the Offeror, Deloitte (HK), Deloitte (SG), the Company, the Registrar HK and/or the Registrar SG immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this FAT HK 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 FAT HK and the Offer Document;
- · registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members 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 agents such as the financial advisers, the Registrar HK and the Registrar SG;
- · compiling statistical 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, the Registrar HK or the Registrar SG; and
- any other incidental or associated purposes relating to the above, to enable the Offeror, Deloitte (HK), Deloitte (SG), the Company, the Registrar HK and the Registrar SG to discharge their obligations to the Shareholders and regulators and any other purposes 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 FAT HK will be kept confidential but the Offeror and/or Deloitte (HK) and/or Deloitte (SG) and/or the Company and/or the Registrar HK and/or the Registrar SG 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, Deloitte (HK), Deloitte (SG), any of their agents, the Registrar HK and the Registrar SG;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Deloitte (HK) and/or Deloitte (SG) and/or the Registrar HK and/or the Registrar SG, in connection with the operation of their businesses;
- the Stock Exchange, the SFC and 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 and/or Deloitte (HK) and/or Deloitte (SG) and/or the Registrar HK and/or the Registrar SG consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror and/or Deloitte (HK) and/or Deloitte (SG) and/or the Company and/or the Registrar HK and/or the Registrar SG will keep the personal data provided in this FAT HK for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Deloitte (HK) and/or Deloitte (SG) and/or the Registrar HK and/or the Registrar SG hold(s) 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/or Deloitte (HK) and/or Deloitte (SG) and/or the Registrar HK and/or the Registrar SG 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, Deloitte (HK), Deloitte (SG), the Registrar HK or the Registrar SG (as the case may be).

BY SIGNING THIS FAT HK, 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 閣下有關要約人、德勤香港、德勤新加坡、香港過戶登記處及新加坡過戶登記處以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 閣下股份要約, 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,亦可能妨礙或延遲寄發 閣下根據要約應得之代價。 閣下發現所提供數據不準確性時應立即通知要約人、德勤香港、德勤新加坡、本公司、香港過戶登記處及/或新加坡過戶登記處尤為重要。

2 用涂

閣下於本香港接納及轉讓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 閣下之接納及核實或遵循本香港接納及轉讓表格及 要約文件載列之條款及申請程序;
- 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;
- 自要約人及/或其代理(例如財務顧問)、香港過戶登記處 及新加坡過戶登記處發佈通訊;
- 編製統計資料及股東資料;
- 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、規則或規例規定(無論法定或其他規定)作出披露;
- 有關要約人、香港過戶登記處或新加坡過戶登記處業務之任何其他用途;及
- 有關上文所述任何其他附帶或關連用途,以便要約人、德 勤香港、德勤新加坡、本公司、香港過戶登記處及新加坡 過戶登記處履行彼等對股東及監管機構的責任及股東可能 不時同意或獲悉之任何其他用途。

3. 轉交個人資料

本香港接納及轉讓表格提供之個人資料將會保密,惟要約人及/或 德勤香港及/或德勤新加坡及/或本公司及/或香港過戶登記處 及/或新加坡過戶登記處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:

- 要約人、德勤香港、德勤新加坡、其任何代理、香港過戶登記 處及新加坡過戶登記處;
- 為要約人及/或德勤香港、德勤新加坡及/或本公司及/或香港過戶登記處及/或新加坡過戶登記處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、承包商或第三方服務供應商;
- 聯交所、證監會及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個人或機構,例 如 閣下之銀行、律師、會計師或持牌證券交易商或註冊證券 機構;及
- 要約人及/或德勤香港、德勤新加坡及/或本公司及/或香港 過戶登記處及/或新加坡過戶登記處於有關情況下認為必需 或適當之任何其他個人或機構。

4. 保留個人資料

要約人及/或德勤香港及/或德勤新加坡及/或本公司及/或香港過戶登記處及/或新加坡過戶登記處將按收集個人資料之用途需要保留本接納及轉讓表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例之規定, 閣下可確認要約人及/或德勤香港及/或 德勤新加坡及/或香港過戶登記處及/或新加坡過戶登記處是否 持有 閣下之個人資料,以獲取該資料副本,以及更正任何錯誤 資料。依據該條例之規定,要約人及/或德勤香港及/或德勤新 加坡及/或香港過戶登記處及/或新加坡過戶登記處可就獲取任 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別之資料之所有請求,須提交予受約 處、很情況而定)。 處、很情況而定)。

閣下一經簽署本香港接納及轉讓表格即表示同意上述所有條款。