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Form A
表格甲

Provisional Allotment Letter No.
暫定配額通知書號碼

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IMPORTANT
重要提示

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON Friday, 12 July 2013.

本暫定配額通知書有價值及可轉讓。本通知書及隨附額外供股股份申請表格所載之認購邀請於二零一三年七月十二日（星期五）下午四時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

閣下對本文件之內容或應採取之行動如有任何疑問，應尋求獨立專業意見。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

Terms defined in the prospectus of Freeman Financial Corporation Limited (the "Company") dated 25 June 2013 (the "Prospectus") have the same meanings herein, unless the context requires otherwise.

除文義另有指外，民豐企業控股有限公司（「本公司」）於二零一三年六月二十五日刊發之招股章程（「招股章程」）所界定詞語在本表格內應具相同涵義。

Dealing in shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by HKSCC and you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of these settlement arrangement and how such arrangements may affect your rights and interests.

本公司股份之買賣可以透過由香港結算運作之中央結算及交收系統（「中央結算系統」）進行交收。閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關交收安排之詳情，以及該等安排對閣下享有之權利與權益所構成之影響。

Subject to the granting of the listings of, and permission to deal in, the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange as well as the compliance with the stock admission requirements of HKSCC, the Rights Shares in their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in Rights Shares in their nil-paid and fully-paid forms or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter.

倘未繳股款及繳足股款供股股份獲准於聯交所上市買賣並在符合香港結算之股份收納規定下，則未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可由未繳股款及繳足股款供股股份各自開始買賣日期或香港結算所指定之其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間在任何交易日進行之交易，須於其後第二個交易日在中央結算系統交收。所有中央結算系統之活動，均依據不時生效之中央結算系統一般規則及中央結算系統運作程序進行。

A copy of each of this Provisional Allotment Letter, the Prospectus and the Excess Application Form, together with the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). Neither the Registrar of Companies in Hong Kong nor the Securities and Futures Commission of Hong Kong take any responsibility as to the contents of any of these documents.

本暫定配額通知書、招股章程及額外供股股份申請表格，連同招股章程附錄三「送呈公司註冊處處長文件」一段所述之文件，已依據香港法例第32章公司條例第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處及香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this Provisional Allotment Letter, you should lodge this Provisional Allotment Letter in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Company's share registrar in Hong Kong, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Friday, 12 July 2013. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's order must be issued by, a licensed bank in Hong Kong and made payable to "Freeman Financial Corporation Limited - Provisional Allotment Account" and crossed "Account Payee Only".

倘閣下擬行使閣下之權利認購本暫定配額通知書指定之所有供股股份，閣下必須遲於二零一三年七月十二日（星期五）下午四時正前按照本表格印列之指示將本暫定配額通知書連同須於接納時繳付之全部股款送交本公司之香港股份登記處卓佳秘書商務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款均須以港幣支票或銀行本票繳付，而支票須由香港之持牌銀行戶口開出，銀行本票須由香港之持牌銀行發出，註明抬頭人為「Freeman Financial Corporation Limited - Provisional Allotment Account」，並以「只准入抬頭人賬戶」劃線方式開出。

FREEMAN FINANCIAL CORPORATION LIMITED
民豐企業控股有限公司

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code 股份代號: 279)

RIGHTS ISSUE ON THE BASIS OF TWO RIGHTS SHARES AT A PRICE OF
HK\$0.85 PER RIGHTS SHARE FOR EVERY SHARE HELD ON RECORD DATE
BY QUALIFYING SHAREHOLDERS PAYABLE IN FULL ON APPLICATION

按合資格股東於記錄日期每持有一股股份

以每股供股股份港幣0.85元之價格

可獲發兩股供股股份之基準進行供股，供股股款須於申請時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Head Office and Principal

Place of Business in Hong Kong:

總辦事處及香港主要營業地點:

Room 2302, 23rd Floor

China United Centre

28 Marble Road

North Point

Hong Kong

香港

北角

馬寶道28號

華匯中心

23樓2302室

Registered Office:

註冊辦事處:

Cricket Square

Hutchins Drive

P.O. Box 2681

Grand Cayman KY1 - 1111

Cayman Islands

25 June 2013

二零一三年六月二十五日

Branch Share Registrar in Hong Kong:

香港股份登記分處:

Tricor Secretaries Limited

26th Floor

Tesbury Centre

28 Queen's Road East

Wanchai, Hong Kong

卓佳秘書商務有限公司

香港灣仔

皇后大道東28號

金鐘匯中心26樓

Name(s) and address of Qualifying Shareholder(s) 合資格股東姓名及地址

[Large empty box for Name(s) and address of Qualifying Shareholder(s)]

Box A

甲欄

Total number of Shares registered in your name(s) on 24 June 2013

於二零一三年六月二十四日以閣下名義登記之股份總數

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance but not later than 4:00 p.m. on Friday, 12 July 2013

暫定配發予閣下之供股股份數目，惟須於二零一三年七月十二日（星期五）下午四時正前接納時繳足股款方可作實

Box B

乙欄

Total subscription money payable

應繳認購款項總額

Box C

丙欄

HK\$ 港幣

元

Deals in the Rights Shares in the nil-paid form will take place from Thursday, 27 June 2013 to Tuesday, 9 July 2013 (both dates inclusive). Such deals will take place during a period when the conditions to which the Rights Issue is subject are yet to be fulfilled. Any Shareholder or other person contemplating buying or selling Shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be before 4:00 p.m. on the Latest Termination Date), or Rights Shares in their nil-paid form from Thursday, 27 June 2013 to Tuesday, 9 July 2013 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/its position is recommended to consult his/its professional adviser.

If at any time between the date of the Underwriting Agreement and 4:00 p.m. on the Latest Termination Date, one or more of the following events shall occur, whether (wholly or not) forming part of a series of events) shall occur, arise or exist:

(a) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the representations or warranties contained in the Underwriting Agreement is untrue, inaccurate, misleading or breached, and in each case the same is (in the reasonable opinion of the Underwriter) material in the context of the Rights Issue; or

(b) (i) any new law or regulation is enacted, or there is any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong, the Cayman Islands or elsewhere;

(ii) any change in local, national or international financial, political, industrial or economic conditions;

(iii) any change of an exceptional nature in local, national or international equity securities or currency markets;

(iv) any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;

(v) any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange; or

(vi) any change or development involving a prospective change in taxation or exchange controls in Hong Kong, the Cayman Islands or elsewhere, which event or events is or are in the reasonable opinion of the Underwriter:

(1) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or

(2) likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares taken up; or

(3) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue.

then and in such case, the Underwriter may, in addition to and without prejudice to any other remedies to which the Underwriters may be entitled, by notice in writing to the Company terminate the Underwriting Agreement.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any anticipatory breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

未繳股款供股股份自二零一三年六月二十七日至二零一三年七月九日（包括首尾兩日）期間進行買賣。該等買賣將於供股受限之條件尚未達成期間內進行。因此，任何擬由即日起直至所有供股條件達成當日（預期為於最後終止日期下午四時正前）期間內買賣股份之股東或其他人士，或於二零一三年六月二十七日至二零一三年七月九日（包括首尾兩日）期間買賣未繳股款供股股份之股東或其他人士，將須承擔供股可能不會成為無條件及可能無法進行之風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士如對其情況有任何疑問，應諮詢其專業顧問。

倘於包銷協議日期至最後終止日期下午四時正期間任何時間，一項或多項以下事件或事宜（不論是或否構成一連串事件的一部分）發生、出現或存在：

(a) 包銷商知悉或有合理理由相信包銷協議所載之任何聲明或保證為失實、不準確、有所誤導或已遭違反，而各情況（該名包銷商的合理意見認為）對供股而言屬重大；或

(b) (i) 地區、國家或國際金融、政治、工業或經濟情況出現任何變動；

(ii) 地區、國家或國際證券或貨幣市場出現任何特別性質之變動；

(iii) 任何地區、國家或國際間爆發戰爭、暴動或武裝衝突此等事件升級；

(iv) 聯交所全面停止或暫停證券買賣，或對有關買賣施加重大限制；或

(v) 涉及香港、開曼群島或其他地區之稅務或外匯管制之任何變動或預期將產生變動之發展，而包銷商有合理理由為上述一項或數項事件：

(1) 可能對本集團之整體業務、財務狀況或前景構成重大不利影響；或

(2) 可能對供股之成功與否或供股股份之承購程度構成嚴重不利影響；或

(3) 影響非常嚴重，令繼續進行供股屬不宜、不智或不適。

據此，在該等情況下，包銷商將進行供股屬不宜、不智或不適。

於發出有關通知後，包銷商於包銷協議下之所有責任將告終止及終結（任何先前違反包銷協議者除外），而包銷協議之訂約各方概不得就因包銷協議而產生或與包銷協議有關之任何事項或事宜向任何其他訂約方提出任何申索。倘終包銷商行使有關權利，則供股將不會進行。

NO RECEIPT WILL BE GIVEN. 本公司將不另發收據。

FREEMAN FINANCIAL CORPORATION LIMITED

民豐企業控股有限公司

(incorporated in the Cayman Islands with limited liability)

25 June 2013

Dear Qualifying Shareholders,

In accordance with the terms set out in the prospectus dated 25 June 2013 (the "Prospectus") despatched to shareholders of Freeman Financial Corporation Limited (the "Company"), a copy of which is enclosed, the directors of the Company have provisionally allotted to you a number of rights shares (the "Rights Shares") on the basis of two Rights Shares for every share of HK\$0.01 each in the capital of the Company held and registered in your name(s) as at 24 June 2013. The total number of Shares registered in your name(s) as at 24 June 2013 is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings herein unless the context requires otherwise.

No action has been taken to permit the offering of the Rights Shares or the distribution of the documents in connection with the Rights Issue in any jurisdiction other than Hong Kong.

When issued, allotted and fully paid, the Rights Shares will rank pari passu in all respects with the Shares in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid after the date of allotment of the Rights Shares fully-paid form.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of the provisional allotment letter ("Provisional Allotment Letter") intact with the Company's share registrar in Hong Kong, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by no later than 4:00 p.m. on Friday, 12 July 2013. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Freeman Financial Corporation Limited – Provisional Allotment Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the Provisional Allotment Letter should be addressed to the Company's share registrar in Hong Kong at the above address. It should be noted that unless this Provisional Allotment Letter, together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 p.m. on Friday, 12 July 2013 whether by the original allottee or any person to whom the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a Provisional Allotment Letter as valid and binding on the person(s) by whom and on whose behalf is lodged even if the Provisional Allotment Letter is not completed in accordance with the relevant instructions.

EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying excess application form as indicated therein and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Company's share registrar in Hong Kong, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 4:00 p.m. on Friday, 12 July 2013. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Freeman Financial Corporation Limited – Excess Application Account" and crossed "Account Payee Only".

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this Provisional Allotment Letter to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge the whole of this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Company's share registrar in Hong Kong, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 4:00 p.m. on Friday, 12 July 2013. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, the original Provisional Allotment Letter must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Thursday, 4 July 2013 with the Company's share registrar in Hong Kong, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, who will cancel the original Provisional Allotment Letter and issue new Provisional Allotment Letter in the denominations required.

TERMINATION OF THE UNDERWRITING AGREEMENT

Dealings in the Rights Shares in the nil-paid form will take place from Thursday, 27 June 2013 to Tuesday, 9 July 2013 (both dates inclusive). Such dealings will take place during a period when the conditions to which the Rights Issue is subject are yet to be fulfilled. Any Shareholder or other person contemplating buying or selling shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be on the Latest Termination Date), or Rights Shares in their nil-paid form from Thursday, 27 June 2013 to Tuesday, 9 July 2013 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/its position is recommended to consult his/its professional adviser.

If at any time between the date of the Underwriting Agreement and 4:00 p.m. on the Latest Termination Date, one or more of the following events or matters (whether or not forming part of a series of events) shall occur, arise or exist:

- (a) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the representations or warranties contained in the Underwriting Agreement is untrue, inaccurate, misleading or breached, and in each case the same is (in the reasonable opinion of the Underwriter) material in the context of the Rights Issue; or
- (b)
 - (i) any new law or regulation is enacted, or there is any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong, the Cayman Islands or elsewhere;
 - (ii) any change in local, national or international financial, political, industrial or economic conditions;
 - (iii) any change of an exceptional nature in local, national or international equity securities or currency markets;
 - (iv) any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
 - (v) any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange; or
 - (vi) any change or development involving a prospective change in taxation or exchange controls in Hong Kong, the Cayman Islands or elsewhere, which event or events is or are in the reasonable opinion of the Underwriter:
 - (1) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or
 - (2) likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares taken up; or
 - (3) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

then and in such case, the Underwriter may, in addition to and without prejudice to any other remedies to which the Underwriters may be entitled, by notice in writing to the Company terminate the Underwriting Agreement.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If any cheque or cashier's order lodged with this Provisional Allotment Letter is not honoured upon first presentation, this Provisional Allotment Letter is liable to be rejected, and in that event the provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. Completion and return of this Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares will constitute a warranty by the subscriber that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Company's share registrar in Hong Kong by ordinary post at your own risk on 19 July 2013. You will receive one share certificate for all the Rights Shares issued to you.

EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong ("Bad Weather") at any local time before 12:00 noon and no longer in force after 12:00 noon on Friday, 12 July 2013, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day. If there is Bad Weather in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Friday, 12 July 2013, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m..

GENERAL

Lodgment of this Provisional Allotment Letter with, where relevant, the form of transfer and nomination (Form B) purporting to have been signed by the person(s) in whose favour this Provisional Allotment Letter has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or share certificates.

This Provisional Allotment Letter and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

Further copies of the Prospectus giving details of the Rights Issue are available from Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong during normal business hours.

Yours faithfully,
For and on behalf of the Board of
Freeman Financial Corporation Limited
民豐企業控股有限公司
Chow Mun Yee
Executive Director

IN THE EVENT OF A TRANSFER OF RIGHTS, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THIS DOCUMENT.

在轉讓權利時，每宗買賣均須繳納從價印花稅。餽贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納從價印花稅。在本文件登記之前，須出示已繳納從價印花稅之證明。

Form B 表格乙

FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/their right(s) to the Rights Shares comprised herein)
(僅供擬將其／彼等於本表格所列供股股份之權利全數轉讓之合資格股東填寫及簽署)

To the Directors

Freeman Financial Corporation Limited

致：民豐企業控股有限公司
列位董事

Dear Sirs,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this Provisional Allotment Letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：
本人／吾等茲將本暫定配額通知書所列本人／吾等可認購供股股份之權利全數轉讓予接受此權利並簽署以下登記申請表格（表格丙）之人士。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) (all joint Shareholders must sign) 簽署（所有聯名股東均須簽署）

Date 日期：二零一三年 _____, 2013

Note: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.

附註：轉讓閣下可認購供股股份之權利須繳納香港印花稅。

Form C 表格丙

REGISTRATION APPLICATION FORM 登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has been transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

To the Directors

Freeman Financial Corporation Limited

致：民豐企業控股有限公司
列位董事

Dear Sirs,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms embodied in this Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：
本人／吾等謹請閣下將表格甲內乙欄所列之供股股份數目以本人／吾等名義登記，本人／吾等同意按照本暫定配額通知書及供股章程所載之條款，並在貴公司之組織章程大綱及細則限制下接納該等股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請於欄內填上「X」符號

To be completed in block letters in ENGLISH . Joint applicants should give one address only. 請用英文大楷填寫。聯名申請人只須填報一個地址。			
Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名
Name continuation and/or names of joint applicants 續姓名及／或聯名申請人姓名 (if required) (如有需要)			
Address (joint applicants should give one address only) 地址(聯名申請人只須填報一個地址)			
Occupation 職業		Tel. no. 電話號碼	
Dividend instructions 派息指示			
Name & address of bank 銀行名稱及地址			Bank account no. 銀行戶口號碼
	Account type 賬戶類別	For office use only 公司專用	

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) (all joint applicants must sign) 簽署（所有聯名申請人均須簽署）

Date 日期：二零一三年 _____, 2013

Note: Hong Kong stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.

附註：閣下接納可認購供股股份之權利須繳納香港印花稅。

FREEMAN FINANCIAL CORPORATION LIMITED

民豐企業控股有限公司

(於開曼群島註冊成立之有限公司)

敬啟者：

根據已隨附本通知書於二零一三年六月二十五日一併寄發予民豐企業控股有限公司(「本公司」)股東之供股章程(「供股章程」)所載條款，本公司董事已向閣下暫定配發若干數目之供股股份(「供股股份」)，基準為在二零一三年六月二十四日以閣下名義登記持有本公司股本中每股面值港幣0.01元之一股股份，可獲配發兩股供股股份。於二零一三年六月二十四日以閣下名義登記之股份總數載於甲欄，而閣下獲暫定配發之供股股份數目載於乙欄。除文義另有所指外，供股章程所界定之詞語在本通知書內具相同涵義。

本公司並無採取任何行動，以尋求獲准於香港境外之任何司法權區提呈發售供股股份或派發有關供股之文件。

供股股份於發行、配發及悉數繳足股款後，將於各方面與已發行股份享有同等權益。繳足股款供股股份之持有人有權收取將來於配發已繳足供股股份日期後所宣派、作出或派付之一切股息及分派。

接納配額手續

閣下如全數接納暫定配額，最遲須於二零一三年七月十二日(星期五)下午四時正前，將本整份暫定配額通知書(「暫定配額通知書」)連同丙欄所載須於接納時繳足之股款，送交本公司香港股份登記處卓佳秘書商務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款均須以港幣支票或銀行本票繳付，支票須由香港之持牌銀行戶口開出，銀行本票須由香港之持牌銀行發出，註明抬頭人為「Freeman Financial Corporation Limited – Provisional Allotment Account」，並以「只准入抬頭人賬戶」劃線方式開出。有關付款將表示根據本暫定配額通知書及供股章程之條款，並在符合本公司之組織章程大綱及細則之規定下接納供股股份暫定配額。概不會就股款發出收據。所有有關暫定配額通知書之查詢應寄往本公司香港股份登記處(地址如上)。敬請注意，除非如上文所述最遲須於二零一三年七月十二日(星期五)下午四時正前接獲原承配人或有效承讓有關權利之人士交回本暫定配額通知書連同丙欄所示之適當款項，否則本暫定配額及一切有關權利將視為已遭拒絕而將予取消。本公司毋須但可絕對酌情視一份暫定配額通知書為有效，並對所提呈或被代為提呈之人士具有約束力，儘管該暫定配額通知書並未根據有關指示填妥。

額外供股股份

如閣下為合資格股東，並欲申請認購所獲暫定配發以外之供股股份，必須依照隨附之額外供股股份申請表格所印指示將其填妥及簽署，連同所申請認購額外供股股份須獨立支付之有關款項，最遲須於二零一三年七月十二日(星期五)下午四時正前交回本公司香港股份登記處卓佳秘書商務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款均須以港幣支票或銀行本票繳付，支票須由香港之持牌銀行戶口開出，銀行本票須由香港之持牌銀行發出，註明抬頭人為「Freeman Financial Corporation Limited – Excess Application Account」，並以「只准入抬頭人賬戶」劃線方式開出。

轉讓配額

閣下如欲轉讓本通知書所述閣下獲暫定配發可認購供股股份之全部權利，必須將轉讓及提名表格(表格乙)填妥及簽署，並將本暫定配額通知書送交承讓權利之人士或經手轉讓權利之人士，而承讓人須將登記申請表格(表格丙)填妥及簽署，最遲須於二零一三年七月十二日(星期五)下午四時正前將本暫定配額通知書整份連同丙欄所載須於接納時繳足之款項送交本公司香港股份登記處卓佳秘書商務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。敬請注意，轉讓閣下可認購有關供股股份之權利及承讓人接納該等權利須繳付香港印花稅。

分拆配額

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配發可認購供股股份之部分權利，或將權利轉讓予一位以上之人士，最遲須於二零一三年七月四日(星期四)下午四時三十分前將原有之暫定配額通知書交回及呈交本公司香港股份登記處卓佳秘書商務有限公司以供註銷，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，以便股份登記處將取消原來之暫定配額通知書，並按所需數額發出新暫定配額通知書。

終止包銷協議

未繳股款供股股份將由二零一三年六月二十七日(星期四)至二零一三年七月九日(星期二)(包括首尾兩日)期間進行買賣。該等買賣將於供股受限之條件尚未達成期間內進行。因此，任何擬由即日起直至所有供股條件達成當日(預期為最後終止日期)期間內買賣股份之股東或其他人士，或擬於二零一三年六月二十七日(星期四)至二零一三年七月九日(星期二)(包括首尾兩日)期間買賣未繳股款供股股份之股東或其他人士，須承擔供股可能不會成為無條件及可能無法進行之風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士如對其情況有任何疑問，應諮詢其專業顧問。

倘於包銷協議日期至最後終止日期下午四時正期間任何時間，一項或多項以下事件或事宜(不論是否構成一連串事件的一部分)發生、出現或存在：

- (a) 包銷商知悉或有合理理由相信包銷協議所載之任何聲明及保證為失實、不準確、有所誤導或已遭違反，而各情況(該名包銷商的合理意見認為)對供股而言屬重大；或
- (b)
 - (i) 香港、開曼群島或其他地區之任何法院或其他管轄機關頒佈任何新法例或規例，或更改現行法例或規例，或更改其詮釋或適用範圍；
 - (ii) 地區、國家或國際金融、政治、工業或經濟情況出現任何變動；
 - (iii) 地區、國家或國際證券或貨幣市場出現任何特別性質之變動；
 - (iv) 任何地區、國家或國際間爆發戰爭、暴動或武裝衝突或此等事件升級；
 - (v) 聯交所全面停止或暫停證券買賣，或對有關買賣施加重大限制；或
 - (vi) 涉及香港、開曼群島或其他地區之稅務或外匯管制之任何變動或預期將產生變動之發展，而包銷商合理認為上述一項或數項事件：
 - (1) 可能會對本集團之整體業務、財務狀況或前景構成重大不利影響；或
 - (2) 可能會對供股之成功與否或供股股份之承購程度構成嚴重不利影響；或
 - (3) 影響非常嚴重，令繼續進行供股屬不宜、不智或不適當；

據此，在該種情況下，包銷商(除了有權採取任何其他補救措施，並且在不影響有關補救措施的前提下)可向本公司發出書面通知終止包銷協議。

於發出有關通知後，包銷商於包銷協議下之所有責任將告終止及終結(任何先前違反包銷協議者除外)，而包銷協議之訂約各方概不得就因包銷協議而產生或與包銷協議有關之任何事項或事宜向任何其他訂約方提出任何申索。倘若包銷商行使有關權利，則供股將不會進行。

支票或銀行本票

所有支票及銀行本票於接獲後將會隨即過戶，而該等款項所賺取之利息(如有)將全部撥歸本公司所有。倘隨附本暫定配額通知書而送交之支票或銀行本票於首次過戶時未能兌現，則本暫定配額通知書可遭拒絕受理，而在此情況下暫定配額及據此而賦予之所有權利將視作已遭放棄而將予取消。填妥及交回本暫定配額通知書，連同支付供股股份股款之支票或銀行本票，即表示認購人保證該支票或銀行本票將於首次過戶時兌現。

股票

預期本公司香港股份登記處將於二零一三年七月十九日以平郵方式將繳足股款供股股份之股票寄予閣下，郵誤風險概由閣下承擔。閣下將就所有獲發之供股股份收取一張股票。

惡劣天氣之影響

倘香港於二零一三年七月十二日(星期五)中午十二時正前任何本地時間發出「黑色」暴雨警告或懸掛8號或以上熱帶氣旋警告信號(「惡劣天氣」)，並於當日中午十二時正後解除，則接納供股股份及繳付供股股份股款以及申請額外供股股份及繳付額外供股股份股款之最後時限將順延至同一營業日下午五時正。倘香港於二零一三年七月十二日(星期五)中午十二時正至下午四時正期間任何本地時間出現惡劣天氣，則接納供股股份及繳付供股股份股款以及申請額外供股股份及繳付額外供股股份股款之最後時限將重新安排至下一個營業日(於當天上午九時正至下午四時正期間任何時間香港並無上述任何警告)下午四時正。

一般事項

遞交本暫定配額通知書及(在有關情況下)由獲發本暫定配額通知書人士簽署之轉讓及提名表格(表格乙)，將為最終擁有權證明，顯示遞交有關文件之人士有權處理有關文件及接收分拆配額函件及/或股票。

本暫定配額通知書及任何對其所載建議之接納須受香港法例管轄並按其詮釋。

載有供股詳情之供股章程可於一般辦公時間向卓佳秘書商務有限公司(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)索取。

此致
列位合資格股東 台照

代表董事會
民豐企業控股有限公司
執行董事
鄧敏兒
謹啟

二零一三年六月二十五日