

IMPORTANT

Reference is made to the prospectus (the "Prospectus") issued by Freeman Corporation Limited dated 17 June 2008 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings herein unless the context otherwise requires. The Stock Exchange and 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.

THIS DOCUMENT IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY OF THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE RIGHTS SHARES IN ADDITION TO THOSE ALLOTTED PROVISIONALLY TO HIM/HER/ITS. APPLICATIONS MUST BE RECEIVED BY 4:00 P.M. ON THURSDAY, 3 JULY 2008.

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

A copy of this excess application form, together with a copy of the Prospectus and the related provisional allotment letter having attached thereto the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus has been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance (Chapter 32, Laws of Hong Kong). The Registrar of Companies in Hong Kong and The Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

Dealings in the Shares may be settled through CCASS and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

This form of application for excess Rights Shares and any acceptance of and application made on it are governed by and shall be construed in accordance with the laws of Hong Kong.



FREEMAN CORPORATION LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 279)

Branch share registrar in Hong Kong:
Tricor Secretaries Limited
26th Floor
Tesbury Centre
28 Queen's Road East
Wanchai
Hong Kong

**RIGHTS ISSUE OF 4,072,156,235 RIGHTS SHARES OF HK\$0.10 EACH
AT HK\$0.12 PER RIGHTS SHARE ON THE BASIS OF FIVE RIGHTS SHARES FOR
EVERY ADJUSTED SHARE HELD ON THE RECORD DATE
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON THURSDAY, 3 JULY 2008**

Registered office:
P.O. Box 309
George Town
Grand Cayman
Cayman Islands
British West Indies

**Head office and principal place
of business in Hong Kong:**
8/F, China United Centre
28 Marble Road
North Point
Hong Kong

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

Name(s) and address of the Qualifying Shareholder(s)

[Empty box for Name(s) and address of the Qualifying Shareholder(s)]

Application can be made only by the
Qualifying Shareholder(s)
named here.

[Empty box for Signature(s) of applicant(s)]

To the Directors,
Freeman Corporation Limited (the "Company")
Dear Sir/Madam,
I/We, being the Qualifying Shareholder(s), hereby irrevocably apply for _____ additional Rights Shares at the subscription price of HK\$0.12 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or cashier's order drawn in favour of "**FREEMAN CORPORATION LIMITED – EXCESS APPLICATION ACCOUNT**" and crossed "**Account Payee Only**" for HK\$ _____, being payment in full on application for the above-mentioned number of additional Rights Shares. I/We hereby request you to allot such additional Rights Shares applied for, or any smaller number, to me/us and to send by post at my/our risk to the address shown above my/our share certificate(s) for the number of additional Rights Shares (if any) allotted to me/us in respect of this application and/or a cheque for any application monies returnable to me/us. I/We understand that allotments in respect of this application shall be made at the sole discretion of the Directors on a fair and reasonable. I/We hereby undertake to accept such number of additional Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and subject to the memorandum and articles of association of the Company.

In respect of any additional Rights Shares allotted to me/us, I/We authorise you to place my/our name(s) on the register of members of the Company as the holder(s) of such Rights Shares.

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicants must sign)

Date: _____, 2008
This form should be completed in full and lodged, together with payment of HK\$0.12 per Rights Share for the number of additional Rights Shares applied for, with the Company's branch 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 Thursday, 3 July 2008. All remittances must be made in Hong Kong dollars and must be forwarded either by cheque drawn on an account with, or cashier's order issued by, a licensed bank in Hong Kong. All such cheques or cashier's orders must be made payable to "**FREEMAN CORPORATION LIMITED – EXCESS APPLICATION ACCOUNT**" and crossed "**Account Payee Only**". All enquiries in connection with this form of application for excess Rights Shares should be directed to the Company's branch share registrar in Hong Kong, Tricor Secretaries Limited, at the above address.

Completion and return of this form of application for excess Rights Shares together with a cheque or a cashier's order in payment for the additional Rights Shares applied for which are the subject of this form will constitute a warranty by the applicant that the cheque or the cashier's order will be honoured on first presentation. All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. If any cheque or cashier's order accompanying this application is dishonoured on first presentation, without prejudice to the other rights of the Company, this form of application for excess Rights Shares is liable to be rejected.

Documents issued in connection with the Rights Issue have not been registered or filed under any applicable securities legislation of any jurisdiction other than Hong Kong. No action has been taken to permit the offering of the Rights Shares or the distribution of any documents issued in connection with the Rights Issue in any territory other than Hong Kong. No person receiving a copy of the Prospectus or a provisional allotment letter or this form of application for excess Rights Shares in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares unless in the relevant jurisdictions, such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person outside Hong Kong wishing to make on his/her behalf an application for the excess Rights Shares to satisfy himself/herself as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents, and to pay taxes and duties required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for excess Rights Shares where it believes in doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

You will be notified by the Company's branch share registrar in Hong Kong of any allotment of the additional Rights Shares made to you. If no additional Rights Share is allotted to you, it is expected that the amount tendered on application will be sent to you by ordinary post without interest at your own risk on or before Thursday, 10 July 2008. If the number of the additional Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be sent to you by ordinary post without interest at your own risk to your registered address on or before Thursday, 10 July 2008. Any such cheque will be drawn in favour of the person(s) named on this form. It is expected that certificates in respect of the Rights Shares will be sent by ordinary post on or before Thursday, 10 July 2008 to those entitled thereto at their own risk.

Termination of the Underwriting Agreement

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the second Business Day following the Acceptance Date if there occurs:-

- (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
- (ii) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; or
- (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; and in the reasonable opinion of the Underwriter, such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

If, at or prior to 4:00 p.m. on the second Business Day following the Acceptance Date:

- (i) the Company commits any material breach or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or
- (ii) the Underwriter shall receive notification pursuant to the relevant clauses of the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the relevant clauses of the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (iii) the Company shall, after any matter or event referred to in the relevant clauses of the Underwriting Agreement has occurred or come to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company.

The Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.

If the Underwriting Agreement is terminated by the Underwriter before 4:00 p.m. on the second Business Day following the Acceptance Date or does not become unconditional, the Underwriting Agreement will terminate forthwith (save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination) and neither the Company nor the Underwriter shall have any claim against the other party for costs, damages, compensation or otherwise and the Rights Issue will not proceed.

IT SHOULD BE NOTED THAT THE SHARES ARE NOW BEING DEALT WITH ON AN EX-RIGHTS BASIS SINCE TUESDAY, 10 JUNE 2008 AND THAT DEALINGS IN SUCH SHARES AND IN THE RIGHTS SHARES IN THEIR NIL-PAID FORM WILL TAKE PLACE WHILEST THE CONDITIONS TO WHICH THE RIGHTS ISSUE IS SUBJECT ARE NOT FULFILLED OR WAIVED. ANY SHAREHOLDER OR OTHER PERSON DEALING IN THE SHARES UP TO THE DATE ON WHICH ALL CONDITIONS TO WHICH THE RIGHTS ISSUE IS SUBJECT ARE FULFILLED OR WAIVED (WHICH IS EXPECTED TO BE 4:00 P.M. ON MONDAY, 7 JULY 2008), OR IN THE RIGHTS SHARES IN THEIR NIL-PAID FORM DURING THE PERIOD FROM FRIDAY, 20 JUNE 2008 TO FRIDAY, 27 JUNE 2008 (BEING THE FIRST AND LAST DAYS OF DEALINGS IN THE NIL-PAID RIGHTS SHARES RESPECTIVELY), WILL ACCORDINGLY BEAR THE RISK THAT THE RIGHTS ISSUE MAY NOT BECOME UNCONDITIONAL OR MAY NOT PROCEED. ANY SHAREHOLDER OR OTHER PERSON CONTEMPLATING SELLING OR PURCHASING SHARES AND/OR RIGHTS SHARES IN THEIR NIL-PAID FORM DURING SUCH PERIOD WHO IS IN ANY DOUBT ABOUT HIS/HER/ITS POSITION IS ADVISED TO CONSULT HIS/HER/ITS PROFESSIONAL ADVISER.

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN**

For office use only

Application no.	Number of additional Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$

重要提示

茲提述民豐控股有限公司於二零零八年六月十七日就供股刊發之供股章程（「供股章程」）。除文義另有所指外，於供股章程所採用詞語之定義與本文件所採用者相同。聯交所及香港結算對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並表明不會就本文件全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。本文件具有價值但不可轉讓，並僅供申請認購者／彼等所獲指定配額以外之供股股份之合資格股東使用。該申請必須於二零零八年七月三日（星期四）下午四時正前遞交。閣下對本文件任何內容或應採取之行動如有任何疑問，應諮詢閣下之持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。本額外申請表格副本連同章程及有關暫定配額通知書及供股章程附錄三「呈送公司註冊處之文件」一段所述之文件，已遞向香港法例第32章公司條例第342C條之規定送交香港公司註冊處登記。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該等文件之內容概不負責。股份之買賣可透過中央結算系統進行交易，有關交收安排之詳情及對閣下權利及權益之影響，應諮詢閣下之持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。本額外供股股份申請表格及任何接納本表格所載之建議及有關申請均受香港法例監管，並按其詮釋。



FREEMAN CORPORATION LIMITED

民豐控股有限公司

(於開曼群島註冊成立之有限公司)
(股份代號：279)

香港股份過戶登記分處：
卓佳秘書商務有限公司
香港
皇后大道東28號
金鐘匯中心26樓

按於記錄日期每持有一股經調整股份獲發五股每股面值0.10港元供股股份之基準
按每股供股股份0.12港元之價格配售4,072,156,235股供股股份之供股
股款最遲於二零零八年七月三日（星期四）下午四時正接納時繳足

註冊辦事處：
P.O. Box 309
George Town
Grand Cayman
Cayman Islands
British West Indies

額外供股股份申請表格

合資格股東姓名及地址

總辦事處及香港主要營業地點：
香港
北角
馬寶道28號
華匯中心8樓

只有本欄所指定之
合資格股東
有權申請。

致：民豐控股有限公司（「貴公司」）
列位董事 台照

敬啟者：
本人／吾等為合資格股東，現謹根據供股按每股供股股份0.12港元之認購價以不可撤回方式申請認購_____股額外供股股份，並附以「只准入抬頭人賬戶」方式劃線開出以FREEMAN CORPORATION LIMITED-EXCESS APPLICATION ACCOUNT為抬頭人之獨立支票或銀行本票，支付須於申請時繳足之上列數目額外供股股份之全部款項_____港元。本人／吾等謹請董事向本人／吾等配發所申請（或較少數目）之額外供股股份。貴公司可用郵遞方式，按上列地址將本人／吾等根據是項申請獲配發數目之額外供股股份（如有）之股票及／或任何有關申請款項之退款支票寄予本人／吾等，郵誤風險由本人／吾等承擔。本人／吾等明白根據是項申請所作之有關配發概由董事按公平合理之基準全權酌情決定。本人／吾等承諾接納供股章程所載條款及貴公司之公司組織章程大綱及細則規定配發予本人／吾等上述有關數額之額外供股股份。就本人／吾等獲配發之任何額外供股股份而言，本人／吾等授權董事將本人／吾等姓名列入貴公司股東名冊，作為所獲配發額外供股股份之持有人。

1. _____ 2. _____ 3. _____ 4. _____
申請人簽署（所有聯名申請人均須簽署）

日期：二零零八年_____月_____日
本表格填妥後須連同按所申請額外供股股份數目支付每股供股股份0.12港元之股款，於二零零八年七月三日（星期四）下午四時正前送達本公司之香港股份過戶登記分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。所有款項須以港元繳付。所有款項須以香港持牌銀行之銀行戶口開出之支票或香港之持牌銀行發出之銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「FREEMAN CORPORATION LIMITED-EXCESS APPLICATION ACCOUNT」，並以「只准入抬頭人賬戶」方式劃線開出。所有關於本額外供股股份申請表格之查詢應寄予本公司之香港股份過戶登記分處卓佳秘書商務有限公司（地址見上文）。填妥及交回本額外供股股份申請表格連同申請認購本表格所指定額外供股股份之付款支票或銀行本票後，即表示申請人作出保證，有關支票或銀行本票將於首次過戶時兌現。所有支票及銀行本票將於收取後立即過戶，而有關於項所產生之所有利息將撥歸本公司所有。倘申請所附之任何支票或銀行本票於首次過戶時未能兌現，則本額外供股股份申請表格可遭拒絕受理，但不影響本公司之其他權利。就供股刊發之文件並無根據香港以外任何司法權區之任何適用證券法例登記或存案。本公司並無採取任何行動，以獲得香港以外之任何其他地區發售供股股份或分發任何就供股刊發之文件。任何香港以外司法權區之人士倘接獲供股章程副本或一份暫定配額通知書或本額外供股申請表格，除非於有關司法權區有合法提出認購建議或邀請而毋須辦理任何登記手續或符合其他法例或監管規定，否則不得視為申請供股股份之建議或邀請。任何在香港以外司法權區之人士如欲申請認購額外供股股份，有責任遵守一切有關司法權區之所有法例及規則，包括取得任何政府或其他方面之同意，以及繳付該司法權區規定須就此繳付之任何稅款及稅項。倘本公司相信接納有關申請會觸犯任何司法權區之適用證券法或其他法例或規則，則本公司有權拒絕接納任何認購額外供股股份之申請。閣下將獲本公司之香港股份過戶登記分處通知，閣下之額外供股股份配額。倘閣下未獲配發任何額外供股股份，預期申請時繳交之款項將於二零零八年七月十日（星期四）或之前全數（不計利息）以平郵方式寄予閣下。閣下，郵誤風險概由閣下承擔。倘閣下獲配發額外供股股份之數目少於申請認購者，則額外申請之款項（不計利息）預期亦將於二零零八年七月十日（星期四）或之前按閣下之登記地址以平郵方式寄予閣下，閣下，郵誤風險概由閣下承擔。本公司將向本表格所列人士發出有關支票。預期供股股份之股票將於二零零八年七月十日（星期四）或之前以平郵方式寄出，郵誤風險概由應得之人士承擔。

終止包銷協議
包銷商可於發生以下任何事件時，透過向本公司發出書面通知方式，於接納日期後第二個營業日下午四時正隨時終止包銷協議所載之安排：—
(i) 頒佈任何新法律或法規，或現有法律或法規（或其司法詮釋）出現任何變動；或
(ii) 發生任何本地、國家或國際間之事件或政治、軍事、金融、經濟之變動（不論於訂立包銷協議日期前及／或後發生或構成持續之一連串事件或變動之一部分）或貨幣情況之變動（包括香港貨幣與美國貨幣掛鈎之聯繫匯率制度之變動）或其他性質（無論是否與上述性質相似者）之事件或變動或其他性質為任何本地、國家或國際間之敵對或武裝衝突之爆發或升級，或影響當地證券市場之事件；或
(iii) 發生任何天災、戰爭、暴動、動亂、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；
而包銷商合理認為有關變動可能對本集團之整體業務、財務或經營狀況或前景或進行供股造成重大不利影響或導致供股不宜或不當進行。
若於接納日期後第二個營業日下午四時正前：
(i) 本公司嚴重違反或未能遵守任何其根據包銷協議所作出之保證之任何義務、承諾、聲明或擔保，而將對其業務、財政或經營狀況造成重大不利影響；或
(ii) 包銷商根據包銷協議相關條款接獲通知或獲悉包銷協議所載由本公司提供之任何陳述或保證在作出時乃屬失實或不正確，倘再次在包銷協議提供之陳述或保證會在任何方面失實或不確而包銷商合理地認為任何該等失實之陳述或保證代表或可能代表本集團整體業務、財政或經營狀況或前景之任何重大逆轉或可能會對供股造成重大不利影響；或
(iii) 本公司於發生包銷協議相關條款所述之任何事件或事件或包銷商得悉該等事件或事件後未有（於寄發章程文件後）即時按包銷商合理要求之方式（及適當之內容）發出任何公佈或通告以免本公司證券出現虛假市場，由於解除及撤銷包銷商於包銷協議項下之責任，包銷商將有權（惟不受約束）透過向本公司發出書面通知之方式選擇處理有關事項及事件。
倘包銷協議於接納日期後第二個營業日下午四時正前被包銷商終止或未能成為無條件，包銷協議將立即終止（而於有關終止前任何可能根據包銷協議所產生之任何權利及責任除外），且本公司或包銷商將不得就費用、損害、補償或其他方面向另一方提出任何索賠，而供股將不會進行。
倘包銷協議於接納日期後第二個營業日下午四時正前被包銷商終止或未能成為無條件，而供股之條件尚未達成或獲得豁免之期間，仍可繼續買賣該等股份及未繳股款供股股份。由即日起供股全部條件達成或獲得豁免之日（預期為二零零八年七月七日（星期一）下午四時正），買賣股份或於二零零八年六月二十日（星期五）至二零零八年六月二十七日（星期五）（分別為買賣未繳股款供股股份之首日及最後一日）期間買賣未繳股款供股股份之任何股票或其他人士，須承擔供股未必成為無條件或不當進行之風險。有意於上述期間買賣股份及／或未繳股款供股股份之任何股票或其他人士如對其狀況有任何疑問，應諮詢其專業顧問。

每份申請表格須附一張獨立支票或銀行本票
本公司將不發收據

本公司專用

申請編號	申請額外供股股份數目	申請付款額	退還餘款
		港元	港元