

Provisional Allotment Letter No.
暫定配額通知書編號

[Empty box for Provisional Allotment Letter No.]

IMPORTANT
重要提示

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") ISSUED BY FREEMAN CORPORATION LIMITED (THE "COMPANY") DATED 27 FEBRUARY 2009 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL BEAR THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

茲將民豐控股有限公司(「本公司」)於二零零九年二月二十七號發給供股之章程(「章程」)，除文義另有所指外，於章程中所用詞語之定義與本文件所採用者相同。

IF YOU ARE IN ANY DOUBT ABOUT 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. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS FORM TO THE PURCHASER OR TRANSFERREE OR TO THE BANK, STOCKBROKER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER OR TRANSFERREE.

閣下對本文件或應採取之行動如有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。閣下如已將名下之股份全部售出或轉讓，應立即將章程連同本表格送交買主或承讓人，或送交經手買賣或轉讓之銀行、股票經紀或其他代理商，以便轉交買主或承讓人。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRE AT 4:00 P.M. ON FRIDAY, 13 MARCH 2009.

本文件具有價值及可轉讓，閣下應立即處理。本文件及隨附之額外供股申請表格所載之要約定於二零零九年三月十三日(星期五)下午四時正截止。

DEALING 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.

股份之買賣可透過中央結算系統進行交收，有關交收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交易商、銀行經理、律師、專業會計師或其他專業顧問。

香港及新加坡中央結算系統之詳情及本章程附錄三(送交公司註冊處之文件)一段所述之文件應附之有關額外申請表格副本，已遵照香港法例第32章公司條例第342C條之規定送交香港公司註冊處。香港公司註冊處及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。

HONG KONG EXCHANGES & CLEARING LIMITED AND THE STOCK EXCHANGE OF HONG KONG LIMITED TAKE NO RESPONSIBILITY FOR THE CONTENTS OF THE PROSPECTUS DOCUMENTS, MAKE NO REPRESENTATION AS TO THEIR 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 THE PROSPECTUS DOCUMENTS.

香港交易及結算所有限公司及香港聯合交易所有限公司對章程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，並明確表明不會就章程文件之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。

SUBJECT TO THE GRANTING OF THE LISTING OF, AND PERMISSION TO DEAL IN, THE RIGHTS SHARES IN BOTH THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE, AS WELL AS 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 THE RIGHTS SHARES IN THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE 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. ALL ACTIVITIES UNDER CCASS ARE SUBJECT TO THE GENERAL RULES OF CCASS AND CCASS OPERATIONAL PROCEDURES IN EFFECT FROM TIME TO TIME.

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，及遵守香港結算之股份掛牌規程後，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。由未繳股款及繳足股款供股股份各自於聯交所開始買賣日期或由香港結算指定之其他日期起，可在中央結算系統內存貯、結算及交收。聯交所參與者之關於任何交易進行交收之文憑須於其後之第二個交易日於中央結算系統內進行。所有中央結算系統內之活動均依據不時有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。



FREEMAN CORPORATION LIMITED

民豐控股有限公司

(incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)

(Stock code: 279)
(股份代號: 279)

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

香港股份過戶登記處:
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

Registered office:
註冊辦事處:
The offices of Codan Trust Company
(Cayman) Limited at
Cricket Square, Hutchins Drive
P.O. Box 2681, Grand Cayman
KY1-1111, Cayman Islands

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

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

RIGHTS ISSUE OF RIGHTS SHARES OF HK\$0.10 EACH
AT HK\$0.11 PER RIGHTS SHARE ON THE BASIS OF ONE RIGHTS SHARE FOR
EVERY SHARE HELD ON THE RECORD DATE
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON FRIDAY, 13 MARCH 2009

按記錄日期每持有一股股份可獲配一股供股股份之基準
按每股供股股份0.11港元之價格供股發行每股面額0.10港元之供股股份
股款最遲於二零零九年三月十三日(星期五)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

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

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

Total number of the Shares registered in your name(s) on Thursday, 26 February 2009
於二零零九年二月二十六日(星期四)登記於閣下名下之股份總數

Box A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Friday, 13 March 2009
暫定配發予閣下之供股股份數目，股款最遲於二零零九年三月十三日(星期五)下午四時正接納時繳足

Box B
乙欄

Total subscription monies payable
應繳認購款項總額

Box C
丙欄
HK\$
港元

TO ACCEPT THIS PROVISIONAL ALLOTMENT LETTER OF THE RIGHTS SHARES IN FULL, YOU MUST LOGGE THIS DOCUMENT INTACT WITH THE COMPANY'S BRANCH SHARE REGISTRAR IN HONG KONG, TRICOR SECRETARIES LIMITED, AT 26TH FLOOR, TESSURRY CENTRE, 28 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON FRIDAY, 13 MARCH 2009. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND MUST BE SUFFICIENT 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 - PROVISIONAL ALLOTMENT ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND FORWARDING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如欲接納此通知書以認購全部供股股份，必須將此通知書連同港幣現金，連同本通知書內之數額，於二零零九年三月十三日(星期五)下午四時正前交到本公司之香港股份過戶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)。所有支票須以支票開出，並須以香港持牌銀行之戶口開出支票或香港之持牌銀行發行之銀行本票支付，所有該等支票或銀行本票須註明抬頭人為「FREEMAN CORPORATION LIMITED - PROVISIONAL ALLOTMENT ACCOUNT」，並須「只准入賬人入賬」方式匯帳。所有支票及支票抬頭人姓名，均應與通知書內之數額一致。本公司概不負責發收。

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 Settlement Date if there occurs:-

- (i) an introduction of any new law or regulation or any change in an 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, on or after the date of the Underwriting Agreement 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 as 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, on or prior to 4:00 p.m. on the Settlement Date:

- (i) the Company commits any material breach of 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 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 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 related to it 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.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and none of the parties thereto 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 provided that the Company shall remain liable to pay to the Underwriter the costs, fees and expenses (but not the underwriting commission) referred to in the Underwriting Agreement.

除上述各款外，倘發生以下任何事件時，透過向本公司發出書面通知方式，於交收日期下午四時正前將此通知書連同港幣現金交還本公司，則本通知書將告失效，或現有法律或法規(或其司法解釋)出現任何變動；或

- (i) 出現任何本地、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份)之性質或程度(包括香港貨幣與美國貨幣掛鈎之聯繫率制度之變動)或其他性質(無論是否與上述性質相同)之事件或變動或其他性質於任何本地、國家或國際間對該項證券之發行或上市、或影響當地證券市場之事件；或
- (ii) 發生任何天災、戰爭、暴動、騷亂、火災、水災、瘟疫、恐怖活動、罷工或停工；

而本通知書之合理意見認為，該等變動或事件將對本集團之業務、財務或交易狀況或前景造成重大不利影響或構成供股或收股不可行或不當；或

- (iii) 本公司董事或股東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
- (iv) 包銷商須知包銷協議獲通知或獲通知包銷協議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，惟再次在包銷協議提供之陳述或保證在作出時仍屬失實或不正確，或包銷商合理認為該項失實之陳述或保證或可能代表本集團業務、財政或經營狀況或前景之任何重大變動或可能對供股造成重大不利影響；或
- (v) 本公司須知包銷協議獲通知或獲通知包銷協議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，惟再次在包銷協議提供之陳述或保證在作出時仍屬失實或不正確，或包銷商合理認為該項失實之陳述或保證或可能代表本集團業務、財政或經營狀況或前景之任何重大變動或可能對供股造成重大不利影響；或

包銷商須知(惟不受約束)包銷商須知本公司之業務、財務或交易狀況或前景之任何重大變動或可能對供股造成重大不利影響之事實，而包銷商須知包銷協議獲通知或獲通知包銷協議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，惟再次在包銷協議提供之陳述或保證在作出時仍屬失實或不正確，或包銷商合理認為該項失實之陳述或保證或可能代表本集團業務、財政或經營狀況或前景之任何重大變動或可能對供股造成重大不利影響；或

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FREEMAN CORPORATION LIMITED

(incorporated in the Cayman Islands with limited liability)

(Stock code: 279)

27 February 2009

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the "Prospectus") issued by Freeman Corporation Limited (the "Company") dated 27 February 2009 in relation to the Rights Issue. In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of one Rights Share for every Share registered in your name on the register of members of the Company as at the close of business on the Record Date (i.e. Thursday, 26 February 2009). Your holding of the Shares as at the close of business on the Record Date 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 indicates otherwise.

Any Rights Shares provisionally allotted but not accepted, will be available for excess applications by the Qualifying Shareholders, using the accompanying form of application for excess Rights Shares.

The Rights Shares, when fully paid, will rank *pari passu* in all respects with the Shares in issue, including the right to receive all dividends and distributions which may be declared, made or paid by reference to record day falling after the date of allotment of the Rights Issue.

The Prospectus Documents have not been registered under any securities or equivalent legislation of any jurisdictions other than the applicable laws in Hong Kong. Accordingly, no action has been taken to permit the Rights Issue in any territory outside Hong Kong. No person receiving a copy of the Prospectus, provisional allotment letter or form of application for excess Rights Shares in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in the relevant jurisdictions such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy itself/himself/herself, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such territory in connection therewith. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction.

No provisional allotment of Rights Shares has been made to the Non-Qualifying Shareholders and no provisional allotment letter ("Provisional Allotment Letter") or excess application form ("Excess Application Form") is being sent to them. The Company will send copies of the Prospectus to the Non-Qualifying Shareholders for their information only. The Company will make arrangements to sell the provisional allotment of Rights Shares which would otherwise have been allotted to Non-Qualifying Shareholders as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The proceeds from the sale of individual Non-Qualifying Shareholders' nil-paid Rights Shares, net of expenses, of more than HK\$100 will be paid to the Non-Qualifying Shareholders in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for its own benefit. Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders and which are not sold, and Rights Shares provisionally allotted but not accepted, will be available for excess application by Shareholders, other than the Non-Qualifying Shareholders, using the accompanying Excess Application Form.

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 Settlement Date if there occurs:-

- an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
 - 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 of the Underwriting Agreement) 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
 - 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 Settlement Date:

- the Company commits any material breach of 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
- the Underwriter shall receive notification pursuant to 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 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
- the Company shall, after any matter or event referred to in 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.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and none of the parties thereunder shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement provided that the Company shall remain liable to pay to the Underwriter the costs, fees and expenses (but not the underwriting commission) referred to in the Underwriting Agreement.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of this provisional allotment letter intact 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, 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, 13 March 2009. This will constitute acceptance of the provisional allotment and entitlements on the terms of this provisional allotment letter and the Prospectus and subject to the memorandum and articles of association of the Company. 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 and cashier's order must be made payable to "FREEMAN CORPORATION LIMITED – PROVISIONAL ALLOTMENT ACCOUNT" and crossed "Account Payee Only". No receipt will be given for such remittances.

It should be noted that unless this provisional allotment letter duly completed, together with the appropriate remittance as shown in Box C, has been received as described above by no later than 4:00 p.m. on Friday, 13 March 2009, whether by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a provisional allotment letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

Completion and return of this provisional allotment letter will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the provisional allotment letter and any acceptance of it, have been, or will be, duly complied with.

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 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 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 Friday, 13 March 2009. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "FREEMAN CORPORATION LIMITED – PROVISIONAL ALLOTMENT ACCOUNT" and crossed "Account Payee Only". It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or wish to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer your rights to more than one person, the original provisional allotment letter must be surrendered by no later than 4:30 p.m. on Thursday, 5 March 2009 to 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, which will cancel the original provisional allotment letter and issue new provisional allotment letters in the denominations required, which will be available for collection at the office of the Company's branch share registrar after 9:00 a.m. on the second business day after your surrender of the original provisional allotment letter.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying form of application for excess Rights Shares and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out therein, 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 Friday, 13 March 2009. 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 and cashier's orders must be made payable to "FREEMAN CORPORATION LIMITED – EXCESS APPLICATION ACCOUNT" and crossed "Account Payee Only". No receipt will be given for such remittances.

It should be noted that the allotment of excess Rights Shares, if any, will be made at the sole discretion of the Directors on a fair and reasonable basis.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of a provisional allotment letter with a cheque and/or a cashier's order, whether by you or by any nominated transferee will constitute a warranty by the applicant that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any provisional allotment letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlement given pursuant to which will be deemed to have been declined and will be cancelled. The amount tendered for subscription, in full without interest will be sent by ordinary post at your own risk to your registered addresses, or other persons entitled thereto, on or before Monday, 23 March 2009.

SHARE CERTIFICATES

It is expected that share certificates for the fully-paid Rights Shares will be posted by the Company's branch share registrar in Hong Kong, Tricor Secretaries Limited, to those entitled thereto at their own risk to their registered address on or before Monday, 23 March 2009.

Where entitlements to fully-paid Rights Shares exceed one board lot of 10,000 Shares, it is proposed that the relevant Qualifying Shareholders will receive one share certificate for the allotment of Rights Shares.

GENERAL

Lodgement of this provisional allotment letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it 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 provisional allotment letters and/or the share certificates for Rights Shares.

This provisional allotment letter and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from 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.

Yours faithfully,
for and on behalf of
Freeman Corporation Limited
Lo Kan Sun
Managing Director

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR 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 ANY TRANSFER OF ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓認購供股股份之權利時，每宗買賣雙方均須繳付從價印花稅。除出售之外，饋贈或轉讓實際擁有之權益亦須繳付從價印花稅。在本文件所指定之任何供股股份轉讓權登記之前，須出示已繳付從價印花稅之證明。

Form B

FORM OF TRANSFER AND NOMINATION

表格乙

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/her/its rights to subscribe for the Rights Shares comprised herein)
(僅供有意轉讓彼之全部認購供股股份之權利之合資格股東填寫及簽署)

To the Directors,
Freeman Corporation Limited
致：民豐控股有限公司
列位董事 台照

Dear Sir/Madam,

I/We hereby transfer all 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／吾等謹將本暫定配額通知書所列本人／吾等認購供股股份之全部權利轉讓予接受此權利並簽署下列登記申請表格（表格丙）之人士。

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of shareholder(s) (all joint shareholders must sign) 股東簽署（所有聯名股東均須簽署）

Date: _____, 2009

日期：二零零九年_____月_____日

Stamp duty and ad valorem stamp duty are payable by the transferor(s) if this form is completed.

填妥此表格後，轉讓人須支付印花稅及支付從價印花稅。

Form C

REGISTRATION APPLICATION FORM

表格丙

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/have been transferred)

(僅供已獲轉讓可認購供股股份之權利之人士填寫及簽署)

To the Directors,
Freeman Corporation Limited
致：民豐控股有限公司
列位董事 台照

Dear Sir/Madam,

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 set out in this provisional allotment letter and the accompanying 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中乙欄所列數目之供股股份登記於本人／吾等名下，本人／吾等同意按照本暫定配額通知書及隨附之章程所載之條款，並在貴公司之公司組織章程大綱及細則之規限下接納此等股份。

Existing Shareholder(s)
Please mark "X" in the box
現有股東請在欄內填上「X」號

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.

請用英文大楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。

For Chinese applicant, please provide your name in both English and Chinese.

中國籍申請人請同時填寫中、英文姓名。

Name in English 英文姓名	Family name 姓氏	Other name 名字	Name in Chinese 中文姓名	
Name continuation and/or names of joint applicant(s) 申請人續姓名 及／或聯名申請人姓名				
Address 地址				
Occupation 職業		Tel. no. 電話號碼		
Dividend Instructions 派息指示				
Name and address of Bank 銀行名稱及地址				Bank Account no. 銀行賬戶號碼

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of applicant(s) (all joint applicants must sign) 申請人簽署（所有聯名申請人均須簽署）

Date: _____, 2009

日期：二零零九年_____月_____日

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.

填妥此表格後，承讓人須支付從價印花稅。