

Form A 表格甲

The whole of this Provisional Allotment Letter must be returned to be valid. 暫定配額通知書必須整份交還，方為有效。

Provisional Allotment Letter Number 暫定配額通知書編號

IMPORTANT 重要提示

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRED YOUR IMMEDIATE ATTENTION THE OFFER CONTAINED IN THE PROVISIONAL ALLOTMENT LETTER EXPIRES AT 4:00 P.M. ON TUESDAY, 2 JULY 2013. 本暫定配額通知書具有價值且可轉讓。請 閣下立即處理。暫定配額通知書所載要約於2013年7月2日(星期二)下午四時正到期。...

Dealing in the securities of the Company may be settled through the CCASS operated by HKSCC and you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser for details of the settlement arrangements and how such arrangements may affect your rights and interests. 本公司證券之買賣可透過香港中央結算系統進行交收。...

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

香港股份過戶登記分處: 卓佳登捷時有限公司 香港灣仔 皇后大道東28號 金鐘匯中心26樓



Ming Kei Holdings Limited 明基控股有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability) (於開曼群島註冊並於百慕達存續之有限公司) (Stock Code: 8239) (股份代號: 8239)

RIGHTS ISSUE OF 151,356,987 RIGHTS SHARES OF HK\$0.01 EACH AT HK\$0.20 PER RIGHTS SHARE ON THE BASIS OF THREE RIGHTS SHARES FOR EVERY TEN EXISTING SHARES HELD ON THE RECORD DATE

按每股0.20港元供股151,356,987股每股面值0.01港元之供股股份，基準為於記錄日期每持有十股現有股份可獲發三股供股股份 PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON TUESDAY, 2 JULY 2013 最遲須於2013年7月2日(星期二)下午四時正前接納時悉數繳付

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

Name(s) and address of Qualifying Shareholders(s) 合資格股東姓名及地址. Box A 甲欄, Box B 乙欄, Box C 丙欄. Total number of Shares registered in your name(s) on the Record Date, Friday, 14 June 2013 於記錄日期2013年6月14日(星期五)閣下名下登記股份總數. Total number of Rights Shares provisionally allotted to you on an assured basis subject to payment in full on acceptance by no later than 4:00 p.m. on Tuesday, 2 July 2013 按確定基準暫定配發予閣下之供股股份總數，股款須於2013年7月2日(星期二)下午四時正前接納時繳足. Total subscription monies payable 應繳認購款項總額. HK\$ 港元

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PROVISIONAL ALLOTMENT LETTER IN CONTACT WITH THE HONG KONG BRANCH SHARE REGISTRAR, TRICOR TENGIS LIMITED, 26/F., TESBURY 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 THE HONG KONG BRANCH SHARE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON TUESDAY, 2 JULY 2013. 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 "MING KEI HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如全數接納供股股份之暫定配額，必須將本暫定配額通知書整份連同以港元繳付上文丙欄所示全數款項，於2013年7月2日(星期二)下午四時正前送交香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有款項均須以港元繳付，並須以香港持牌銀行戶口開出之支票或香港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「MING KEI HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT」以「只准入抬頭人賬戶」方式劃線開出。有關轉讓及分拆之指示載於背頁，而繳款將不會獲發收據。

- * For verification purpose only
* 僅供識別



Ming Kei Holdings Limited

明基控股有限公司*

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 8239)

17 June 2013

Dear Sirs,

Reference is made to the prospectus (the "Prospectus") issued by Ming Kei Holdings Limited dated 17 June 2013 in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings when used herein unless the context indicates otherwise.

INTRODUCTION

In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this Provisional Allotment Letter, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this Provisional Allotment Letter on the basis of three Rights Shares for every ten existing Shares registered in your name in the register of members of the Company on Friday, 14 June 2013. Your holding of the Shares as at that 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 when adopted herein unless the context otherwise requires.

RIGHTS SHARES

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

Subject to the granting of the listing of, and permission to deal in, the Rights Share in both their nil-paid and fully paid form on the Stock Exchange as well as compliance with stock admission requirements of HKSCC, the Rights Share in both their nil-paid and fully paid form will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the commencement date of dealings in the Rights Share in both their nil-paid and fully paid form on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchanges 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.

NON-QUALIFYING SHAREHOLDERS

No person or entity receiving a copy of the Prospectus or this Provisional Allotment Letter in any territory or jurisdiction outside Hong Kong may treat it as an offer or an invitation to apply for the Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. No application for Rights Shares will be accepted from the Non-Qualifying Shareholders. It is the responsibility of any person/entity outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself/itself, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant jurisdiction, including obtaining any government or other consents, and payment of any 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 the Rights Shares if it believes that such acceptance would violate the applicable securities or other laws or regulations of any territory or jurisdiction.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of this original Provisional Allotment Letter intact with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited at 26/F., 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 the Company's branch share registrar in Hong Kong by no later than 4:00 p.m. on Tuesday, 2 July 2013. 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 of association and bye-laws of the Company. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques 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 "MING KEI HOLDINGS LIMITED — Rights Issue Account" and crossed "Account Payee Only". No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Company's branch share registrar in Hong Kong at the above address.

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 in the manner as described above by no later than 4:00 p.m. on Tuesday, 2 July 2013, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Share(s) have been validly transferred, your 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.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you under the Provisional Allotment Letter, you must complete and sign the form of transfer and nomination (Form B), and hand this original Provisional Allotment Letter to the person(s) to or through whom you are transferring your rights under the Provisional Allotment Letter. 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 Tengis Limited at 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by the Company's branch share registrar in Hong Kong by no later than 4:00 p.m. on Wednesday, 2 July 2013. 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 "MING KEI HOLDINGS LIMITED — Rights Issue 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 or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you, or to transfer your rights to more than one person, this original Provisional Allotment Letter must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Friday, 21 June 2013 to the Company's branch share registrar in Hong Kong, Tricor Tengis Limited at 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, which will cancel this original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required, which will be available for collection at the same place on the second Business Day after you surrender of the original Provisional Allotment Letter.

FRACTIONS OF RIGHTS SHARES

Fractional entitlements for the nil-paid Rights Shares will not be issued but will be aggregated and sold, if a premium (net of expenses) can be obtained, for the benefit of the Company.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may at its sole and absolute discretion terminate the Underwriting Agreement by notice in writing given to the Company at any time prior to Latest Time for Termination if there occurs any of the following events: (1) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by: (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole, or is materially adverse in the context of the Rights Issue; or (b) the occurrence of 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 other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or (2) any material adverse change in market conditions (including, without limitation, any change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or (3) any change in the circumstances of the Company or any member of the Group which in the absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or (4) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or (5) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or (6) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or (7) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcements, the Circular and the relevant documents or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or (8) the Circular and the relevant documents in relation to the Rights Issue and the Prospectus Documents when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or any applicable regulations) which has not prior to the date thereof been publicly announced or published by the Company and which may in the reasonable opinion of any of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to accept the Rights Shares provisionally allotted to it. Furthermore, the Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination: (i) any material breach of any of the representations, warranties or undertakings as set out in the Underwriting Agreement comes to the knowledge of the Underwriter; or (ii) any Specified Event comes to the knowledge of the Underwriter. If the Underwriter gives a notice of termination to the Company in accordance with the terms of the Underwriting Agreement, all obligations of the Underwriter under the Underwriting Agreement shall cease and no party 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 for costs, damages, compensation or otherwise save for any antecedent breaches. If the Underwriter exercises its right to terminate the Underwriting Agreement, the Rights Issue will not proceed.

Shareholders should note that the Shares have been dealt in on an ex-rights basis from Wednesday, 5 June 2013. Dealings in the Rights Shares in the nil-paid form will take place from Wednesday, 19 June 2013 to Wednesday, 26 June 2013 (both dates inclusive). Such dealings will take place during a period when all the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person contemplating dealings in Shares during the period from now on and up to the date on which all such conditions to which the Rights Issue is subject are fulfilled (which is expected to be on Friday, 5 July 2013), and any dealings in nil-paid Rights Shares from Wednesday, 19 June 2013 to Wednesday, 26 June 2013 (both dates inclusive) should bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating dealings in Shares or Rights Shares in the nil-paid form who is in any doubt about his/her/its position is recommended to consult his/her/its professional adviser.

CHEQUES AND CASHIER'S ORDER

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. Any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected. Completion and return of a Provisional Allotment Letter with a cheque and/or cashier's order, whether by you or by any nominated transferee will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to 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 under the provisional allotment will be deemed to have been declined and will be cancelled. If the Rights Issue is terminated, refund cheques are expected to be despatched by ordinary post at your risk to your registered addresses, or other persons entitled thereto, on or before Wednesday, 10 July 2013.

SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be posted by the Company's branch share registrar in Hong Kong to the persons entitled thereto at their own risk on or before Wednesday, 10 July 2013. You will receive one share certificate for all Rights Share issued to you.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong on Tuesday, 2 July 2013, being the date of the Latest Time for Acceptance at any time between 12:00 noon and 4:00 p.m., the Latest Time for Acceptance will be postponed to 12:00 noon on the next Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon.

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 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, 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 Tengis Limited, at 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong during normal business hours.

By order of the Board
Ming Kei Holdings Limited
Mr. Ho Pui Tin, Terence
Chief Executive Officer and Executive Director

* For identification purpose only



Ming Kei Holdings Limited

明基控股有限公司*

(於開曼群島註冊成立並於百慕達存續之有限公司)

(股份代號：8239)

敬啟者：

茲提述明基控股有限公司所刊發日期為2013年6月17日之章程(「章程」)，內容有關供股。除文義另有所指外，本暫定配額通知書所用詞彙與章程所界定者具有相同涵義。

緒言

根據隨附本暫定配額通知書之章程所載之條款及在其條件之規限下，董事已暫定配發本暫定配額通知書首頁所載數目之本公司供股股份予閣下，基準為於2013年6月14日(星期五)以閣下名義在本公司股東名冊上登記之每十股現有股份可獲發三股供股股份。閣下於該日持有之股份列於甲欄，而所獲暫定配發之供股股份數目則列於乙欄。除文義另有所指外，於章程中所界定之詞彙均與本暫定配額通知書所採用者具有相同涵義。

供股股份

供股股份於配發、發行及繳足股款後，將在各方面與配發及發行供股股份當日已發行之股份享有同等權益。供股股份之持有人將有權收取配發及發行供股股份當日或該日之後可能宣派、作出或派付之所有未來股息及其他分派。

待未繳股款及繳足股款供股股份獲批准在聯交所上市及買賣，以及遵守香港結算之股份收納規定後，將獲香港結算接納為合資格證券，自未繳股款及繳足股款供股股份在聯交所開始買賣之日或香港結算指定之任何其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者於任何交易日之交易須於其後第二個交易日於中央結算系統進行交收。於中央結算系統之所有活動均須遵照不時生效之《中央結算系統一般規則》及《中央結算系統運作程序規則》進行。

非合資格股東

除非可在毋須辦理任何登記手續或符合其他法例或監管規定下於有關司法權區可合法提出要約或邀請，否則任何人士或實體如在香港以外任何地區或司法權區接獲章程或本暫定配額通知書，概不得視之為申請供股股份之要約或邀請。非合資格股東提出之供股股份申請將不獲接納。任何香港境外人士／實體如欲申請認購供股股份，有責任於取得認購暫定配發供股股份之任何權利前，須遵守一切有關司法權區之法律及規例，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徵費。倘本公司相信有關接納會觸犯任何地區或司法權區之適用證券或其他法律或規例，則本公司保留權利拒絕接納任何認購供股股份之申請。

接納及付款手續

閣下如欲接納全部暫定配額及享有權，須將本原有暫定配額通知書整份連同表格丙所示接納時應繳之全部款項，於2013年7月2日(星期二)下午四時正前送交本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。辦妥上述手續即表示已按本暫定配額通知書與章程之條款，並在本公司之公司組織章程大綱及細則之規限下接納暫定配額及享有權。所有股款須以港元支付，並以在香港持牌銀行戶口開出之支票或香港持牌銀行發出之銀行本票支付。所有該等支票及銀行本票須註明抬頭人為「MING KEI HOLDINGS LIMITED — Rights Issue Account」，並以「只准入抬頭人賬戶」方式劃線開出。繳款將不會獲發收據。所有關於本暫定配額通知書之查詢應寄予本公司之香港股份過戶登記分處(地址見上文)。

敬請注意，除非非正式填妥之暫定配額通知書連同丙欄所示適當股款已如上文所述方式於2013年7月2日(星期二)下午四時正前由原本獲配發人或任何獲有效轉讓供股股份認購權之人士送達，否則閣下之暫定配額及一切有關權利及享有權將視作已被放棄並予以取消。本公司可全權酌情決定暫定配額通知書之有效性，並對自行或由代表遞交暫定配額通知書之人士具約束力(即使該等暫定配額通知書並未依照有關指示填妥)。

轉讓

閣下如欲將下述認購根據暫定配額通知書暫定配發予閣下之供股股份之權利全部轉讓他人，則必須填妥及簽署轉讓及提名表格(表格乙)，並將本原有暫定配額通知書交予閣下認購權之受讓人或轉讓經手人。受讓人須填妥及簽署登記申請表格(表格丙)，並將本暫定配額通知書整份連同表格丙所示須於接納時繳足之款項於2013年7月2日(星期二)下午四時正前送交本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，以便註銷本原有暫定配額通知書及按所要求之金額發出新暫定配額通知書，該等新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日於同一地點領取。以香港持牌銀行戶口開出之支票或香港持牌銀行發出之銀行本票支付，註明抬頭人為「MING KEI HOLDINGS LIMITED — Rights Issue Account」，並以「只准入抬頭人賬戶」方式劃線開出。敬請留意，就有關供股股份之權利轉讓予受讓人及受讓人接納有關權利時須支付印花稅。

分拆認購權

閣下僅有意接納或轉讓閣下獲暫定配發之認購供股股份之部份權利或轉讓閣下之權利予一名以上之人士，則本原有暫定配額通知書必須於2013年6月21日(星期五)下午四時三十分前，交回本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，以便註銷本原有暫定配額通知書及按所要求之金額發出新暫定配額通知書，該等新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日於同一地點領取。

零碎供股股份

本公司將不會發行未繳股款供股股份之零碎配額，而會將該等零碎配額彙集並出售(若扣除開支後可取得溢價)，所得款項歸本公司所有。

終止包銷協議

倘發生下列任何事件，包銷商可於最後終止時限前任何時間全權酌情向本公司發出書面通知終止包銷協議：(1)包銷商合理認為，下列情況可能對供股之成功構成重大不利影響：(a)實施任何新規例或更改現有法例或規例(或有關司法詮釋)，或出現任何性質事故而包銷商全權酌情認為足以對本集團整體業務或財務或交易狀況或前景構成重大不利影響，或對供股造成重大不利影響；或(b)本地、國家或國際間發生任何政治、軍事、金融、經濟或其他性質(無論是否與上述任何一項屬同一類別)之事件或變動(不論是否屬於包銷協議日期之前及／或之後發生或持續之連串事件或變動一部分)，或本地、國家或國際間爆發敵對或武裝衝突或敵對情況或衝突升級，或事件足以影響本地證券市場而令包銷商全權酌情認為會對本集團之整體業務或財務或交易狀況或前景造成重大不利影響，或對供股之成功造成重大不利影響，或導致不應或不宜進行供股；或(2)市況出現任何重大不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場之任何變動、證券買賣暫停或受到限制)而包銷商全權酌情認為可能對供股之成功造成重大不利影響，或導致不應或不宜進行供股；或(3)本公司或本集團任何成員公司之情況出現任何變動，而包銷商全權酌情認為將對本公司之前景造成不利影響，包括(在不限制上述事件之一般性原則下)就本集團任何成員公司提出清盤呈請或通過決議案清盤或結業或發生類似事件，或本集團任何重大資產遭破壞；或(4)發生任何不可抗力事件，包括但不限於天災、戰爭、暴亂、擾亂公眾秩序、內亂、火災、水災、爆炸、疫症、恐怖主義、罷工或停工；或(5)本集團之整體業務或財務或交易狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項屬同一類別)；或(6)任何事件倘於緊接章程日期前發生或發現，但並無於章程內披露，即構成包銷商全權認為就供股而言屬重大遺漏者；或(7)聯交所全面暫停買賣證券或暫停買賣本公司證券超過連續十個營業日，惟不包括有待批准發表該等公佈、通函及相關文件或章程文件或有關供股之其他公佈或通函而暫停買賣；或(8)通函、有關供股之相關文件及章程文件於刊發時載有若干在刊發日期前從未經本公司公開宣布或刊發之資料(不論有關本集團業務前景或狀況或有關本集團遵守任何法例或創業板上市規則或任何適用規例之資料)，而包銷商合理認為此等資料對本集團整體而言乃屬重要，並可能對能否成功進行供股造成重大不利影響，或可能導致審慎之投資者拒絕接納所獲暫定配發之供股股份。此外，倘於最後終止時限前發生下列事件：(i)包銷商得悉包銷協議所載任何聲明、保證或承諾遭嚴重違反；或(ii)包銷商得悉發生任何特定事件，則包銷商有權發出書面通知撤銷包銷協議。倘包銷商根據包銷協議之條款向本公司發出終止通知，包銷商於包銷協議項下一切責任將告終止，除任何先前違反事項外，任何一方均不得就包銷協議之成本、損失、賠償或其他方面所產生或與其有關之任何事項或事宜向任何其他訂約方提出任何索償。倘包銷商行使權利終止包銷協議，則供股將不會進行。

股東務請注意，股份自2013年6月5日(星期三)起按除權基準買賣。未繳股款供股股份將於自2013年6月19日(星期三)起至2013年6月26日(星期三)止期間(包括首尾兩天)進行買賣。該等買賣將於供股條件尚未全部達成之期間內進行。任何股東或其他人士擬自現時起至供股之所有條件達成日期(預期為2013年7月5日(星期五))期間內買賣股份，以及於2013年6月19日(星期三)起至2013年6月26日(星期三)止期間(包括首尾兩天)買賣未繳股款供股股份，須承擔供股未能成為無條件及不一定進行之風險。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本身狀況有任何疑問，應諮詢彼等之專業顧問。

支票及銀行本票

全部支票及銀行本票於接獲後將立即過戶，而有關款項所產生之所有利息將撥歸本公司所有。支票或銀行本票於首次過戶時未能兌現，則任何有關之暫定配額通知書可遭拒絕受理。填妥及交回暫定配額通知書連同支票及／或銀行本票，不論由閣下或任何獲提呈人保證該支票或銀行本票於首次過戶時兌現。倘任何支票或銀行本票於首次過戶時未能兌現，則本公司保留拒絕受理任何該等暫定配額通知書之權利，但不影響本公司之其他有關權利。在此情況下，暫定配額通知書所涉及的有關暫定配額及一切權利將視作已被放棄及予以取消。倘供股予以終止，預期退款支票將於2013年7月10日(星期三)或之前以平郵按閣下登記地址寄發予閣下或其他有權收取款項之人士，郵誤風險由閣下承擔。

股票

預期所有繳足股款供股股份之股票將於2013年7月10日(星期三)或之前由本公司之香港股份過戶登記分處郵寄予應得之人士，郵誤風險概由彼等承擔。閣下將會就所獲發行之全部供股股份獲發一張股票。

惡劣天氣對最後接納時限之影響

倘於2013年7月2日(星期二)(即最後接納時限當日)「黑色」暴雨警告或8號或以上熱帶氣旋警告訊號在中午十二時正至下午四時正期間之任何時間在香港生效，最後接納時限將順延至下一個營業日(於上午九時正至中午十二時正期間之任何時間並無該等警告生效之日)之中午十二時正。

一般事項

將本暫定配額通知書連同(如有關)受讓人簽署之轉讓及提名表格一併交回，即已最終證明交回上述文件之人士有權處理本暫定配額通知書及轉讓及提名表格，並有權收取暫定配額通知書及／或供股股份股票。本暫定配額通知書及任何接納本通知書所載要約均受香港法例監管，並按其詮釋。

載有供股詳情之章程可於正常辦公時間向本公司之香港股份過戶登記分處卓佳登捷時有限公司索取，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。

承董事會命
明基控股有限公司
行政總裁兼執行董事
何沛田先生

2013年6月17日

* 僅供識別

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 HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THIS PROVISIONAL ALLOTMENT LETTER.

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。在本暫定配額通知書登記之前，須出示已繳納香港從價印花稅之證明。

**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/her/its right(s) to the Rights Shares comprised herein)
(僅供擬全數轉讓其/彼等於本表格所涉及供股股份之權利之合資格股東填寫及簽署)

To the Directors
Ming Kei Holdings Limited
致：明基控股有限公司*
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所有權利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：2013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 閣下可認購有關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
Ming Kei Holdings Limited
致：明基控股有限公司*
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 of association and the bye-laws 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章程所載之條款，並在 貴公司組織章程大綱及細則之限制下接納該等供股股份。

Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號	<input type="checkbox"/>
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To be completed in block letters in ENGLISH . Joint applicants should give the 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 姓氏	Other names 名字	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) 續姓名及/或 聯名申請人姓名 (if required) (如有需要)			
Address (Joint applicants should give the address of the first-named applicant only) 地址(聯名申請人 只須填報名列首位 人士之地址)			
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：2013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：接納認購供股股份之權利須繳納香港印花稅。