

The whole of this document must be returned to be valid.

本文件必須整份交回方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus (the “Prospectus”) issued by Min Xin Holdings Limited (the “Company”) dated 18 May 2017 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires.

茲提述閩信集團有限公司(「本公司」)就供股所刊發日期為二零一七年五月十八日之供股章程(「供股章程」)。除文義另有所指外，供股章程所界定之詞彙在本通知書內具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PROVISIONAL ALLOTMENT LETTER AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON FRIDAY, 2 JUNE 2017.

本暫定配額通知書具有價值及可轉讓，務請閣下立即處理。本暫定配額通知書及隨附之額外供股股份申請表格所載之要約之有效期於二零一七年六月二日(星期五)下午四時正屆滿。

IF YOU ARE IN ANY DOUBT ABOUT THIS PROVISIONAL ALLOTMENT LETTER, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

閣下如對本暫定配額通知書或應採取之行動有任何疑問，或如已出售閣下全部或部分股份，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。

Dealings in the Shares may be settled through CCASS operated by Hong Kong Securities Clearing Company Limited (“HKSCC”) and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份之交易可透過香港中央結算有限公司(「香港結算」)管理之中央結算系統結算。有關該等結算之安排以及該等安排對閣下權利及權益可能造成之影響，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。A copy of each of the Prospectus Documents, together with the written consent referred to in the paragraph headed “8. Expert and Consent” in Appendix III to the Prospectus, has been registered by the Registrar of Companies in Hong Kong pursuant to Section 38D of the Companies (WUMP) Ordinance. The Registrar of Companies in Hong Kong and the SFC take no responsibility as to the contents of any of these documents.

各供股章程文件之副本連同供股章程附錄三「8. 專家及同意書」一段所述之書面同意書之副本已根據公司(清盤及雜項條文)條例第38D條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長及證監會對任何此等文件之內容概不負責。Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (“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.

香港交易及結算所有限公司、香港聯合交易所有限公司(「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，並明確表示概不就因本文件全部或任何部分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 listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange and compliance with the stock admission requirements of HKSCC, the Rights Shares in both 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 commencement date 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，以及符合香港結算之股份收納規定後，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，可由未繳股款及繳足股款供股股份各自在聯交所開始買賣日期或香港結算決定之其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間於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內進行交收。所有在中央結算系統內進行之活動均須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規則進行。



MIN XIN HOLDINGS LIMITED

閩信集團有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock code: 222)

(股份代號：222)

**RIGHTS ISSUE ON THE BASIS OF THREE RIGHTS SHARES FOR
EVERY TEN EXISTING SHARES HELD ON THE RECORD DATE
AT HK\$6 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON FRIDAY, 2 JUNE 2017**

按於記錄日期每持有十股現有股份獲發三股供股股份之基準

按每股供股股份6港元之價格進行供股

股款須於接納時(不遲於二零一七年六月二日(星期五)下午四時正)繳足

PROVISIONAL ALLOTMENT LETTER (“PAL”)

暫定配額通知書

Share Registrar:

Tricor Standard Limited
Level 22
Hopewell Centre
183 Queen's Road East
Hong Kong

股份過戶登記處：

卓佳標準有限公司
香港
皇后大道東183號
合和中心
22樓

Registered Office of the Company:

17th Floor, Fairmont House
8 Cotton Tree Drive
Central
Hong Kong

本公司註冊辦事處：

香港
中環
紅棉路八號
東昌大廈十七樓

18 May 2017

二零一七年五月十八日

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

合資格股東姓名及地址

Total number of Shares registered in your name(s) on Wednesday, 17 May 2017

於二零一七年五月十七日(星期三)登記於閣下名下之股份總數

BOX A
甲欄

Number of Shares provisionally allotted to you, subject to payment in full on acceptance by no later than 4:00 p.m. on Friday, 2 June 2017

暫定配發予閣下之股份數目，股款須不遲於二零一七年六月二日(星期五)下午四時正接納時繳足

BOX B
乙欄

Total subscription monies payable in full upon acceptance
須於接納時繳足之認購股款總額

BOX C
丙欄
HK\$
港元

Provisional Allotment Letter No.

暫定配額通知書編號

Contact Telephone No.:

聯絡電話號碼：_____

TO ACCEPT THIS PROVISIONAL ALLOTMENT IN FULL, YOU MUST LODGE THIS ORIGINAL DOCUMENT WITH THE COMPANY'S SHARE REGISTRAR, TRICOR STANDARD LIMITED, LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG, TOGETHER WITH A REMITTANCE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY NO LATER THAN 4:00 P.M. ON FRIDAY, 2 JUNE 2017. CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "**MIN XIN HOLDINGS LIMITED – PAL**" AND MUST BE CROSSED "**ACCOUNT PAYEE ONLY**". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT ON THE PAGE ATTACHED TO THIS PAL. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲接納全部暫定配額，須將本文件正本連同以港元繳付上列丙欄所示數額之全部款項(以支票或銀行本票形式)，不遲於二零一七年六月二日(星期五)下午四時正前送交本公司股份過戶登記處卓佳標準有限公司，地址為香港皇后大道東183號合和中心22樓。支票須由香港持牌銀行賬戶開出，或銀行本票須由香港持牌銀行發出，並註明抬頭人為「**MIN XIN HOLDINGS LIMITED – PAL**」，並以「**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本暫定配額通知書附頁。本公司將不會就該等股款發出收據。

It should be noted that the Underwriting Agreement in respect of the Rights Issue contains provisions entitling the Underwriter to terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 5:00 p.m. on Wednesday, 7 June 2017 if:

- (a) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the warranties given by the Company under the Underwriting Agreement was 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 or elsewhere;
 - (ii) there is any change in local, national or international financial, political, industrial or economic conditions;
 - (iii) there is any change of an exceptional nature in local, national or international equity securities or currency markets;
 - (iv) there is any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
 - (v) there is any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange;
 - (vi) there is any suspension in the trading of the Shares on the Stock Exchange for a continuous period of ten (10) Business Days;
 - (vii) there is any change or development involving a prospective change in taxation or exchange controls in Hong Kong or elsewhere which will or may materially and adversely affect the Group or a material proportion of the Shareholders in their capacity as such, 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 or financial or trading 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 to be Taken Up; or
 - (3) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue; or
- (c) there is a breach by the Company of the Underwriting Agreement,

then the Underwriter may, in addition to and without prejudice to any other remedies to which the Underwriter may be entitled, by notice in writing to the Company terminate the Underwriting Agreement forthwith. If the Underwriter exercises such right of termination, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed. Full details of the termination rights of the Underwriter are set out in the Prospectus.

務請注意，有關供股之包銷協議載有條文，倘發生以下事件，則包銷商有權於二零一七年六月七日(星期三)下午五時正前任何時間以書面方式通知本公司以終止包銷協議：

- (a) 包銷商知悉或有合理理由相信本公司根據包銷協議作出的任何保證為失實、不準確、有所誤導或已遭違反，而各情況(包銷商合理認為)對供股而言屬重大；或
- (b)
 - (i) 香港或其他地區頒佈任何新法例或規例，或現行法例或規例有變，或任何法院或其他管轄機關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、國家或國際股本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；
 - (vi) 股份在聯交所持續十(10)個交易日暫停買賣；
 - (vii) 出現涉及香港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事態發展，而將會或可能對本集團或大部份股東(作為股東)構成重大不利影響，

而包銷商合理認為一項或多項事件：

- (1) 可能會對本集團之整體業務、財務或交易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；或
- (c) 本公司違反包銷協議，

據此，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即時終止包銷協議。倘包銷商行使該終止權利，則包銷協議不會成為無條件，而供股將不會進行。有關包銷商終止權利之詳盡資料載於供股章程。

It should be noted that the Shares have been dealt in on an ex-rights basis from Tuesday, 9 May 2017. Dealings in the Rights Shares in the nil-paid form will take place from Monday, 22 May 2017 to Monday, 29 May 2017 (both days inclusive). If the conditions of the Rights Issue are not fulfilled on or before 5:00 p.m. on Wednesday, 7 June 2017 (or such other date as the Company and the Underwriter may agree in writing), or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed. Any persons dealing in the Rights Shares in their nil-paid form during the period from Monday, 22 May 2017 to Monday, 29 May 2017 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating dealing in the Shares or nil-paid Rights Shares are recommended to consult their own professional advisers.

務請注意，股份已自二零一七年五月九日(星期二)起按除權基準買賣。以未繳股款形式買賣供股股份將由二零一七年五月二十二日(星期一)至二零一七年五月二十九日(星期一)(包括首尾兩日)進行。倘供股條件未能於二零一七年六月七日(星期三)下午五時正(或本公司與包銷商可能以書面方式協定之其他日期)或之前達成，或包銷商終止包銷協議，則供股將不會進行。於二零一七年五月二十二日(星期一)至二零一七年五月二十九日(星期一)(包括首尾兩日)期間以未繳股款形式買賣供股股份之任何人士，須承擔供股可能無法成為無條件或可能不會進行之風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士應諮詢其專業顧問。

NO RECEIPT WILL BE GIVEN. 本公司將不會發出收據。

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IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARES, HONG KONG 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 HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓認購供股股份之權利時，每項買賣雙方均須繳付香港印花稅。除出售之外，饋贈或轉讓實益擁有之權益亦須繳付香港印花稅。在本文件所指之任何供股股份權利轉讓登記之前，須出示已繳付香港印花稅之證明。

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/their right(s) to subscribe for the Rights Shares comprised herein)

(僅供有意轉讓本通知書所列其認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors

Min Xin Holdings Limited

致： 閩信集團有限公司

列位董事 台照

Dear Sirs,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL 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) (all joint Shareholders must sign) 股東簽署（所有聯名股東均須簽署）

Date 日期：二零一七年 _____ 2017

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

有關轉讓供股股份之認購權時須支付香港印花稅。

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/have been transferred)
(僅供已獲轉讓認購供股股份之權利之人士填寫及簽署)

To: The Directors
Min Xin Holdings Limited

致： 閩信集團有限公司
列位董事 台照

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). I/we agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the 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供股章程所載之條款，並在 貴公司之組織章程細則之規限下接納此等股份。

				Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號	
To be completed in BLOCK LETTERS in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文正楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。					
Name of applicant in English 申請人英文姓名	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名		
Name continuation and/or name(s) of joint applicants in English (if applicable) 申請人英文續姓名及／或聯名申請人英文姓名(如適用)					
Address in English (joint applicant should give one address only) 英文地址(聯名申請人只需填寫一個地址)					
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 number 銀行賬戶號碼	
	Account type 賬戶類別			For office use only 公司專用	

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

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

Date 日期：二零一七年 _____ 2017

Hong Kong Stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.
有關接納認購供股股份之權利時須支付香港印花稅。



MIN XIN HOLDINGS LIMITED

閩信集團有限公司

(Incorporated in Hong Kong with limited liability)

(Stock code: 222)

18 May 2017

Dear Qualifying Shareholders,

INTRODUCTION

Reference is made to the prospectus (the “Prospectus”) issued by Min Xin Holdings Limited (the “Company”) dated 18 May 2017 in relation to the Rights Issue. In accordance with the terms and subject to the conditions set out in the Prospectus despatched to the Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of three Rights Shares for every ten existing Shares registered in your name on the register of members of the Company as at the close of business on the Record Date (i.e. Wednesday, 17 May 2017). Your holding of 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.

Arrangements will be made for Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders, to be sold in the market in their nil-paid form as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses, will be paid to the Non-Qualifying Shareholders in Hong Kong dollars as soon as practicable except that 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 by the Qualifying Shareholders, will be available for excess applications by the Qualifying Shareholders using the accompanying EAF. The Rights Shares, when fully paid, will rank *pari passu* in all respects among themselves and with the then existing issued Shares, including the right to receive all future dividends and distributions which may be declared, made or paid after the date of allotment of the Rights Shares.

The Prospectus Documents have not been registered under any securities or equivalent legislation of any jurisdiction other than the applicable laws in Hong Kong. Save as described under the paragraph headed “Non-Qualifying Shareholders” in the section headed “Letter from the Board” in the Prospectus, no action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents in any territory other than Hong Kong. Accordingly, no person receiving the Prospectus Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy itself/himself/herself as to the observance of the laws and regulations of all relevant territories, 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. No application for the Rights Shares will be accepted from the Non-Qualifying Shareholders. The Company reserves the right to refuse to accept any application for the Rights Shares or excess Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement in respect of the Rights Issue contains provisions entitling the Underwriter to terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 5:00 p.m. on Wednesday, 7 June 2017 if:

- (a) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the warranties given by the Company under the Underwriting Agreement was 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 or elsewhere;
- (ii) there is any change in local, national or international financial, political, industrial or economic conditions;
- (iii) there is any change of an exceptional nature in local, national or international equity securities or currency markets;
- (iv) there is any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
- (v) there is any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange;
- (vi) there is any suspension in the trading of the Shares on the Stock Exchange for a continuous period of ten (10) Business Days;
- (vii) there is any change or development involving a prospective change in taxation or exchange controls in Hong Kong or elsewhere which will or may materially and adversely affect the Group or a material proportion of the Shareholders in their capacity as such,

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 or financial or trading 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 to be Taken Up; or
- (3) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue; or
- (c) there is a breach by the Company of the Underwriting Agreement,

then the Underwriter may, in addition to and without prejudice to any other remedies to which the Underwriter may be entitled, by notice in writing to the Company terminate the Underwriting Agreement forthwith. If the Underwriter exercises such right of termination, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of the PAL intact and in accordance with the instructions printed thereon, together with a remittance for the full amount payable on acceptance, as shown in Box C, with the Company's share registrar, Tricor Standard Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong by no later than 4:00 p.m. on Friday, 2 June 2017. All remittances must be made in Hong Kong dollars by cheques which must be drawn on a bank account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "MIN XIN HOLDINGS LIMITED – PAL" and must be crossed "ACCOUNT PAYEE ONLY". Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances.

It should be noted that unless a PAL, together with the appropriate remittance shown in Box C, has been received as described above by 4:00 p.m. on Friday, 2 June 2017, 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 thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL 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. The Company may require such incomplete provisional allotment letter to be completed by the relevant applicants at a later stage. Completion and return of this PAL 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 PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, HKSCC Nominees Limited, who subscribes the Rights Shares on behalf of CCASS Participants, is not subject to the above warranty and representation. Please note that no provisional allotment of Rights Shares will be made to the Non-Qualifying Shareholders and no PAL or EAF will be sent to them.

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 accompanying form of transfer and nomination (Form B), and hand this PAL to the person(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C), and lodge this PAL intact together with a remittance for the full amount payable on acceptance as shown in Box C with the Company's share registrar, Tricor Standard Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by no later than 4:00 p.m. on Friday, 2 June 2017. All remittances must be in Hong Kong dollars by cheques which must be drawn on a bank account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "MIN XIN HOLDINGS LIMITED – PAL" and must be 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 to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you or transfer your rights to more than one person, the entire and original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Wednesday, 24 May 2017 at the Company's share registrar, Tricor Standard Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, which will cancel the original PAL and issue new PAL(s) in the denominations required. New PALs will be available for collection at the Company's share registrar, Tricor Standard Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, during normal business hours on the second business day after the surrender of the original PALs.

APPLICATION FOR 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 EAF 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 in it with the Company's share registrar, Tricor Standard Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received no later than 4:00 p.m. on Friday, 2 June 2017. All remittances must be in Hong Kong dollars by cheques which must be drawn on a bank account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "MIN XIN HOLDINGS LIMITED – EAF" and must be crossed "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances. The Company's share registrar, Tricor Standard Limited, will notify the relevant Qualifying Shareholders of any allotment of excess Rights Shares made to them. An announcement of results of acceptance of and excess applications for the Rights Issue will be published on the websites of the Stock Exchange and the Company on Tuesday, 13 June 2017.

The Directors will allocate the excess Rights Shares at their discretion on a pro rata basis in proportion to the number of excess Rights Shares being applied for under each application. Reference will only be made to the number of excess Rights Shares applied for and no reference will be made to the Rights Shares comprised in applications by PAL or the number of Shares held by the Qualifying Shareholders. No preference will be given to topping up odd lots to whole board lots.

CHEQUES AND CASHIER'S ORDERS

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. Completion and return of a PAL together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the subscriber that the cheque or cashier's order will be honoured on first presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and, in that event, the relevant provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. In the event of the subscription being cancelled, the amount tendered for subscription, in full without interest will be sent by ordinary post at your own risk to your registered address, or other persons entitled thereto on or before Wednesday, 14 June 2017.

SHARE CERTIFICATES

It is expected that the share certificates for all fully-paid Rights Shares is expected to be posted by the Company's share registrar, Tricor Standard Limited, by ordinary post to the persons entitled thereto at their own risk on or before Wednesday, 14 June 2017. You (except HKSCC Nominees Limited) will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any), both in fully-paid form, allotted and issued to you.

GENERAL

Lodgment of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the PAL has been issued, shall be conclusive evidence of the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the share certificates for Rights Shares. Copies of the Prospectus are available from the Company's share registrar, Tricor Standard Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

All documents, including cheques for amounts due, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

The PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of the Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its registered office 17th Floor, Fairmont House, 8 Cotton Tree Drive, Central, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Registrar, Tricor Standard Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, for the attention of Privacy Compliance Officer.

Yours faithfully,
For and on behalf of
Min Xin Holdings Limited
PENG Jin Guang
Chairman



MIN XIN HOLDINGS LIMITED

閩信集團有限公司

(於香港註冊成立之有限公司)

(股份代號：222)

敬啟者：

緒言

茲提述閩信集團有限公司(「本公司」)就供股所刊發日期為二零一七年五月十八日之供股章程(「供股章程」)。根據寄發予股東之供股章程所載條款及在其條件規限下，董事已於記錄日期(即二零一七年五月十七日(星期三))之營業時間結束時，就本公司股東名冊中登記於閣下名下之股份，按每十股現有股份獲發三股供股股份之基準，向閣下暫定配發供股股份。閣下於記錄日期營業時間結束時所持有之股份數目列於甲欄，而暫定配發予閣下之供股股份數目則列於乙欄。除文義另有所指外，供股章程所界定之詞彙在本通知書內具有相同涵義。

本公司將就原應暫定配發予不合資格股東之供股股份作出安排，倘扣除開支後可取得溢價，則於未繳股款供股股份開始買賣後，在實際可行情況下盡快以未繳股款形式經市場出售有關供股股份。有關銷售所得款項扣除開支後將在實際可行情況下盡快以港元支付予不合資格股東，惟個別金額為100港元或以下者將撥歸本公司所有。原應暫定配發予不合資格股東而未獲出售之供股股份及已暫定配發但不獲合資格股東接納之供股股份，將可供合資格股東以隨附之額外申請表格額外申請。供股股份一經繳足股款後，將在各方面彼此之間及與當時現有已發行股份享有同等地位，包括有權收取於配發供股股份當日之後所宣派、作出或派付之一切未來股息及分派。

除香港之適用法例外，供股章程文件之副本並無根據任何司法權區之任何證券法或同等法例登記。除供股章程「董事會函件」一節中「不合資格股東」一段所述者外，本公司並無採取任何行動，以獲准在香港以外任何地區提呈供股股份或派發供股章程文件。因此，在香港以外任何地區接獲供股章程文件的人士，除非於有關地區可合法提出申請供股股份的要約或邀請而毋須辦理任何登記手續或遵守其他法律及監管規定，否則不得視之為申請供股股份的要約或邀請。身居香港以外地區而有意申請認購供股股份的任何人士，有責任自行遵守所有有關地區的法律及規例(包括取得任何政府或其他同意及繳付任何有關地區就此而規定繳付的任何稅項及徵稅)。不合資格股東之供股股份申請將不獲接納。倘本公司認為接納任何供股股份或額外供股股份之申請會違反任何司法權區之適用證券法例或其他法例或規例，則本公司有權拒絕接納有關申請。

終止包銷協議

務請注意，有關供股之包銷協議載有條文，倘發生以下事件，則包銷商有權於二零一七年六月七日(星期三)下午五時正前任何時間以書面方式通知本公司以終止包銷協議：

- (a) 包銷商知悉或有合理理由相信本公司根據包銷協議作出的任何保證為失實、不準確、有所誤導或已遭違反，而各情況(包銷商合理認為)對供股而言屬重大；或

- (b) (i) 香港或其他地區頒佈任何新法例或規例，或現有的法例或規例有變，或任何法院或其他管轄機關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、國家或國際股本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；
- (vi) 股份在聯交所持續十(10)個交易日暫停買賣；
- (vii) 出現涉及香港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事態發展，而將會或可能對本集團或大部份股東(作為股東)構成重大不利影響，

而包銷商合理認為一項或多項事件：

- (1) 可能會對本集團之整體業務、財務或交易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；或

- (c) 本公司違反包銷協議，

據此，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即時終止包銷協議。倘包銷商行使該終止權利，則包銷協議不會成為無條件，而供股將不會進行。

接納及付款手續

閣下如欲接納全部暫定配額供股股份，須將本暫定配額通知書整份並按照其上印列之指示，連同丙欄所示於接納時應繳足之全數股款，不遲於二零一七年六月二日(星期五)下午四時正前交回本公司股份過戶登記處卓佳標準有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款均須以香港持牌銀行賬戶開出的港元支票或者香港持牌銀行發出的港元銀行本票繳付，並註明抬頭人為「**MIN XIN HOLDINGS LIMITED — PAL**」及以「**只准入抬頭人賬戶**」方式劃線開出。支付有關款項將構成根據本暫定配額通知書及供股章程之條款以及受本公司之組織章程細則所限接納暫定配額。本公司將不會就該等股款發出收據。

務請注意，除非原獲配發人或已獲有效轉讓有關權利之任何人士如上文所述於二零一七年六月二日(星期五)下午四時正前收到暫定配額通知書連同丙欄所示應繳股款，否則該暫定配額以及其項下之所有權利及配額將被視為放棄並將予註銷。即使暫定配額通知書並未遵照有關指示填妥，本公司仍可全權酌情視暫定配額通知書為有效，並使遞交人士或其代表受其約束。本公司可要求有關申請人其後填妥尚未填妥之暫定配額通知書。填妥及交回本暫定配額通知書，即表示向本公司保證及聲明閣下已經或即將妥為遵守所有相關地區(不包括香港)與暫定配額通知書及其任何接納有關之一切登記、法律及監管規定。為免生疑，香港中央結算(代理人)有限公司(其代表中央結算系統參與者認購供股股份)不受上述保證及聲明所規限。務請注意，概不會向不合資格股東作出供股股份之暫定配額，亦不會向彼等寄發暫定配額通知書或額外申請表格。

轉讓

閣下如欲將根據本暫定配額通知書 閣下可認購獲暫定配發之供股股份之全部權利轉讓予他人，則必須填妥及簽署隨附之轉讓及提名表格(表格乙)，並將本暫定配額通知書交予 閣下認購權之承讓人或轉讓經手人。承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丙欄所示於接納時應繳足之全數股款，不遲於二零一七年六月二日(星期五)下午四時正前交回本公司股份過戶登記處卓佳標準有限公司，地址為香港皇后大道東**183**號合和中心**22**樓。所有股款均須以香港持牌銀行賬戶開出的港元支票或者香港持牌銀行發出的港元銀行本票繳付，並註明抬頭人為「**MIN XIN HOLDINGS LIMITED — PAL**」及以「**只准入抬頭人賬戶**」方式劃線開出。務請注意， 閣下將可認購有關供股股份之權利轉讓予承讓人時須支付印花稅，而承讓人接納有關權利時亦須支付印花稅。

分拆配額

閣下如欲只接納部分暫定配額，或轉讓 閣下可認購獲暫定配發之供股股份之部分權利，或向超過一名人士轉讓 閣下之權利，則必須不遲於二零一七年五月二十四日(星期三)下午四時三十分前將整份原有暫定配額通知書交回及呈交本公司股份過戶登記處卓佳標準有限公司，地址為香港皇后大道東**183**號合和中心**22**樓，其將會註銷原有暫定配額通知書，並按所需數目發出新暫定配額通知書。新暫定配額通知書將於 閣下交回原有暫定配額通知書後第二個營業日之正常辦公時間內，在本公司股份過戶登記處卓佳標準有限公司領取，地址為香港皇后大道東**183**號合和中心**22**樓。

申請額外供股股份

閣下如欲申請認購暫定配發予 閣下以外之任何供股股份，必須按隨附之額外申請表格所印列之指示將其填妥及簽署，連同所申請認購額外供股股份須另行支付之股款，不遲於二零一七年六月二日(星期五)下午四時正前交回本公司股份過戶登記處卓佳標準有限公司，地址為香港皇后大道東**183**號合和中心**22**樓。所有股款均須以香港持牌銀行賬戶開出的港元支票或者香港持牌銀行發出的港元銀行本票繳付，並註明抬頭人為「**MIN XIN HOLDINGS LIMITED — EAF**」及以「**只准入抬頭人賬戶**」方式劃線開出。本公司將不會就該等股款發出收據。本公司股份過戶登記處卓佳標準有限公司將知會有關合資格股東彼等獲配發之任何額外供股股份。本公司將於二零一七年六月十三日(星期二)就接納供股及申請額外供股股份之結果在聯交所及本公司網站刊發公告。

董事將酌情根據各項申請所申請之額外供股股份數目按比例分配額外供股股份。董事將僅參考所申請之額外供股股份數目，而將不會參考以暫定配額通知書申請之供股股份或合資格股東所持有之股份數目。概無為將碎股補足至完整買賣單位而給予優先處理。

支票及銀行本票

所有支票及銀行本票將於收訖後即時過戶，而有關款項所賺取之全部利息將撥歸本公司所有。填妥及交回本暫定配額通知書連同支付所接納供股股份款項之支票或銀行本票後，即構成認購人作出保證，表示該支票或銀行本票將於首次過戶時可獲兌現。在不影響其他有關權利之情況下，倘隨附之支票或銀行本票於首次過戶時不獲兌現，則本公司保留拒絕受理任何暫定配額通知書之權利。在此情況下，有關暫定配額及據此給予之一切有關權利將被視為放棄並將予註銷。倘認購予以註銷，認購時所付款項將於二零一七年六月十四日(星期三)或之前全數但不計利息以平郵寄往 閣下或其他有權收取款項之人士之登記地址，郵誤風險概由 閣下自行承擔。

股票

所有繳足股款供股股份之股票預期將於二零一七年六月十四日(星期三)或之前，由本公司股份過戶登記處卓佳標準有限公司以平郵寄發予有權收取股票之人士，郵誤風險概由彼等自行承擔。閣下(香港中央結算(代理人)有限公司除外)將會就所有獲配發及發行之繳足股款供股股份及／或額外供股股份(如有)收取一張股票。

一般事項

將本暫定配額通知書連同(如適用)已由獲發本暫定配額通知書之人士簽署之轉讓及提名表格一併交回，即已確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆配額函件及／或供股股份股票。供股章程副本可於本公司股份過戶登記處卓佳標準有限公司索取，地址為香港皇后大道東183號合和中心22樓。

所有文件(包括退款支票)將以平郵寄發予有關申請人士或其他有權收取文件之人士，郵誤風險概由收件人承擔。

暫定配額通知書及所有對其所載建議之接納受香港法例規管並按其詮釋。

收集個人資料 — 暫定配額通知書

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示閣下同意向本公司、過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發供股股份之人士之任何資料。《個人資料(私隱)條例》賦予證券持有人權利，可確定本公司或過戶登記處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據《個人資料(私隱)條例》，本公司及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類之訊息之所有要求，應寄往本公司之註冊辦事處(地址為香港中環紅棉路八號東昌大廈十七樓)或根據適用法例不時通知之地址，交予公司秘書；或(視情況而定)寄往過戶登記處卓佳標準有限公司(地址為香港皇后大道東183號合和中心22樓)，交予私隱條例事務主任。

此 致

列位合資格股東 台照

代表
閩信集團有限公司
主席
彭錦光
謹啟

二零一七年五月十八日