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**SUPPLEMENTAL DEED
COMPLETION OF ACQUISITION OF THE ENTIRE
ISSUED SHARE CAPITAL OF AND
THE RELATED SHAREHOLDER'S LOAN TO
ALL TEAM GROUP LIMITED**

Further to the signing of the Formal Agreement on 31 July 2010, the parties have entered into the Supplemental Deed on 31 August 2010 to amend and modify certain terms of the Formal Agreement, including the timing for the issue of the Consideration Shares.

The Board is pleased to announce that all conditions precedents to Completion of the Formal Agreement (as supplemented by the Supplemental Deed) have been fulfilled, and Completion has taken place on 31 August 2010.

INTRODUCTION

Reference is made to the announcements of Ming Fai International Holdings Limited (the “**Company**”) dated 18 May 2010 and 31 July 2010 respectively in relation to the Acquisition. Unless the context requires otherwise, capitalised terms used herein shall have the same meanings as defined in the Company’s announcement dated 18 May 2010.

* *For identification only*

THE SUPPLEMENTAL DEED

Further to the signing of the Formal Agreement on 31 July 2010, the parties have entered into a supplemental deed to the Formal Agreement (the “**Supplemental Deed**”) on 31 August 2010 to amend and modify certain terms of the Formal Agreement.

Date : 31 August 2010

Parties : (a) the Vendors, namely, Greatfaith and Mr. Tu;
(b) Ms. Cao, as Greatfaith’s guarantor;
(c) the Purchaser, namely, Ming Fai Holdings Limited, which is a direct wholly-owned subsidiary of the Company;
(d) the Company; and
(e) All Team

The principal amendments to the Formal Agreement as stipulated under the Supplemental Deed are set out as follows:

1. Due Diligence Findings on All Team Group

During the course of the due diligence review covering, among others, the financial, legal, business and taxation aspects conducted by the Group prior to the Completion, the Purchaser has identified certain issues. As a result of the due diligence findings and to ensure adequate protection for the Purchaser against, among other matters, any obligations or liabilities identified during the due diligence process, the parties have agreed to amend the terms of the Formal Agreement, including the inclusion of additional indemnities given by the Vendors to the Purchaser and All Team Group.

Pursuant to the Supplemental Deed, the Vendors shall, notwithstanding Completion, indemnify the Purchaser and All Team against any loss and liabilities suffered by the Purchaser or All Team Group arising out of and in connection with (a) any matter which is not disclosed in the list of franchisees, list of contracts and list of commitment showing the transactions of All Team Group which exceeds an amount of RMB10,000 (for single transaction) or an aggregate amount of RMB50,000 (for a series of transactions) delivered by the Vendors to the Purchaser on or before Completion; (b) any obligations and liabilities of the All Team Group as at Completion which are subsequently found to be unverified or unsupported by the Purchaser after Completion, including but not limited to any sum or account payable to any creditors(s); and (c) any diminution in the value of the assets of the All Team Group as at Completion which are subsequently found to be unverified or unsupported by the Purchaser after Completion, including but not limited to its inventory and book balances.

2. Postponement of the issue and allotment of Consideration Shares

Pursuant to the terms of the Formal Agreement, part of the Consideration, being RMB100,000,000, shall be satisfied by the Purchaser procuring the Company to issue to the Vendors their respective Consideration Shares upon Completion. As at the date of this announcement, an application has been made by the Company to the Listing Committee of the Stock Exchange for the grant of the listing of, and permission to deal in, the Consideration Shares (the “**Listing Approval**”). The Company has not yet obtained the Listing Approval for the Consideration Shares from the Listing Committee of the Stock Exchange as at Completion.

It is the parties’ intention to expedite and proceed with the Completion at an earlier date. To accommodate such schedule, the parties have agreed to (1) remove the obtaining by the Company of the Listing Approval for the Consideration Shares as a condition precedent from the Formal Agreement; and (2) postpone the issue and allotment of the Consideration Shares after Completion has taken place and subject to the obtaining of the Listing Approval.

Pursuant to the Supplemental Deed, it is agreed that the Purchaser shall procure the Company to issue to the Vendors their respective Consideration Shares within 14 business days after Completion, subject to the grant of the Listing Approval by the Listing Committee of the Stock Exchange.

3. Termination of the CN Option and All Team Convertible Notes

Before the Formal Agreement was entered into, All Team and AID Partners had, among others, entered into an option agreement (“**Option Agreement**”) dated 18 May 2010 in relation to the CN Option and the All Team Convertible Notes. The Option Agreement was subsequently supplemented by a supplemental deed dated 31 July 2010.

Subsequent to the signing of the Formal Agreement, the Company had reviewed and assessed the business operations and the financial needs and arrangements of the All Team Group, and has come to the view that All Team should be able to support its working capital requirements for a foreseeable period of time after Completion without the US\$10 million loan contemplated under the Option Agreement. After prolonged negotiations with AID Partners, the parties have agreed to terminate the CN Option and All Team Convertible Notes as both parties considered it is in the best interests of the Group as a whole.

Pursuant to the Supplemental Deed and as an additional condition precedent, the Vendors shall, and shall procure All Team and AID Partners to, execute an instrument pursuant to which AID Partners shall irrevocably and forever waive, abandon and relinquish its rights, claims and powers under the Option Agreement and its supplemental deed (except for those expenses agreed to be borne by the Purchaser).

COMPLETION

The Board is pleased to announce that all conditions precedents to Completion of the Formal Agreement (as supplemented by the Supplemental Deed) have been fulfilled, and Completion has taken place on 31 August 2010.

By order of the Board
Ming Fai International Holdings Limited
CHING Chi Fai
Chairman

Hong Kong, 31 August 2010

As at the date of this announcement, the executive Directors are Mr. CHING Chi Fai, Mr. CHING Chi Keung, Mr. LIU Zigang, Mr. LEE King Hay and Ms. CHAN Yim Ching; the non-executive Directors are Mr. NG Bo Kwong and Mr. LEUNG Ping Shing; and the independent non-executive Directors are Mr. SUN Kai Lit Cliff, Mr. HUNG Kam Hung Allan and Mr. MA Chun Fung Horace.