

**IMPORTANT**  
重要提示

**THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE EXCESS APPLICATION FORM (“EAF”) EXPIRES AT 4:00 P.M. ON THURSDAY, 2 MARCH 2017.**

**IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. IF YOU HAVE SOLD OR TRANSFERRED ALL OF YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS DOCUMENTS TO THE PURCHASER(S) OR THE TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR THE TRANSFEREE(S).**

**Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.**

**Terms defined in the prospectus of Tack Fiori International Group Limited (the “Company”) dated 16 February 2017 (the “Prospectus”) have the same meanings when used herein, unless the context requires otherwise.**

**Dealings in the Shares and the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult a 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.**

**Subject to the granting of the approval for the listing of, and permission to deal in, the Rights Shares in both 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 both 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 both nil-paid and fully-paid forms on the Stock Exchange or such other date 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.**

**A copy of each of the Prospectus Documents, together with the written consent referred to in the paragraph headed “Expert and Consent” in Appendix III to the Prospectus, have been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of the Prospectus Documents.**

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，務請閣下即時處理。本通知書及額外申請表格(「額外申請表格」)所載要約於二零一七年三月二日(星期四)下午四時正截止。

閣下如對本文件之任何內容或應採取之行動有任何疑問，應尋求獨立專業意見。閣下如已將名下本公司之所有股份售出或轉讓，應立即將章程文件送交買主或承讓人或經手買賣或轉讓之銀行、持牌證券交易商或其他代理商，以便轉交買主或承讓人。

香港交易及結算所有限公司、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，並明確表示概不會就因本文件全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

除文義另有所指外，野馬國際集團有限公司(「本公司」)日期為二零一七年二月十六日之供股章程(「供股章程」)所界定之詞彙與本文件內所使用者具相同涵義。

股份及供股股份(以未繳股款及繳足股款形式)之買賣可以透過由香港結算運作之中央結算系統進行交收，閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關交收安排之詳情，以及該等安排對閣下所享有權利與權益可能構成之影響。

待未繳股款及繳足股款之供股股份獲准於聯交所上市及買賣並符合香港結算之股份收納規定後，未繳股款及繳足股款之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之供股股份分別開始於聯交所買賣日期或由香港結算釐定之其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者之間在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。於中央結算系統內進行之所有活動均須遵守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。

章程文件及供股章程附錄三「專家及同意」一段所述之同意書，已根據香港法例第32章公司(清盤及雜項條文)條例第342C條之規定由香港公司註冊處處長登記。香港公司註冊處處長及香港證券及期貨事務監察委員會對任何章程文件之內容概不負責。



**TACK FIORI INTERNATIONAL GROUP LIMITED**

**野馬國際集團有限公司**

*(incorporated in the Cayman Islands with limited liability)*

*(於開曼群島註冊成立之有限公司)*

**(Stock Code: 928)**

**(股份代號：928)**

**RIGHTS ISSUE ON THE BASIS OF  
ONE (1) RIGHTS SHARE FOR EVERY ONE (1) SHARE  
HELD ON THE RECORD DATE**

**AT HK\$0.126 PER RIGHTS SHARE**

按於記錄日期每持有一(1)股股份

獲發一(1)股供股股份之基準

以每股供股股份0.126港元進行供股

**PAYABLE IN FULL UPON ACCEPTANCE**

**BY NO LATER THAN 4:00 P.M. ON**

**THURSDAY, 2 MARCH 2017**

股款須於接納時(不遲於二零一七年三月二日(星期四)下午四時正)繳足

**PROVISIONAL ALLOTMENT LETTER**

**暫定配額通知書**

*Hong Kong branch share  
registrar and transfer office:*  
Tricor Tengis Limited  
Level 22, Hopewell Centre  
183 Queen's Road East  
Hong Kong

香港股份過戶登記分處：  
卓佳登捷時有限公司  
香港  
皇后大道東183號  
合和中心22樓

*Registered Office of the Company:*  
本公司註冊辦事處：  
Cricket Square  
Hutchins Drive  
P.O. Box 2681  
Grand Cayman  
KY1-1111  
Cayman Islands

*Head Office and Principal Place of  
Business in Hong Kong:*  
Room 2201, 22/F  
Kwan Chart Tower  
No. 6 Tonnochy Road  
Wanchai  
Hong Kong

總辦事處及香港主要  
營業地點：  
香港  
灣仔  
杜老誌道6號  
群策大廈  
22樓2201室

16 February 2017  
二零一七年二月十六日

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

Total number of Shares registered in your name(s) on Wednesday, 15 February 2017  
二零一七年二月十五日(星期三)以閣下名義登記之股份總數

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 Thursday, 2 March 2017  
暫定配發予閣下之供股股份數目，惟最遲須於二零一七年三月二日(星期四)下午四時正前接納時繳足股款方可作實

BOX B  
乙欄

Total subscription monies payable  
應繳認購款項總額

BOX C  
丙欄  
HK\$  
港元

Contact Telephone Number:

聯絡電話號碼: \_\_\_\_\_

Provisional Allotment Letter No.

暫定配額通知書編號

To accept this provisional allotment in full, you must lodge the whole of this document intact in accordance with the instructions provided herein with the Company's Hong Kong branch share registrar and transfer office, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a remittance in Hong Kong dollars 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 Thursday, 2 March 2017. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Tack Fiori International Group Limited — Provisional Allotment A/C" and crossed "Account Payee Only". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittance. Any payments for the Rights Shares should be rounded down to 2 decimal points.

Dealings in the Rights Shares in the nil-paid form will take place from 9:00 a.m. on Monday, 20 February 2017 to 4:00 p.m. on Monday, 27 February 2017 (both days inclusive). Such dealings will take place during a period when certain conditions to which the Rights Issue is subject to remain unfulfilled. Any Shareholder or other person contemplating buying, selling or transferring the Shares and/or the Rights Shares in their nil-paid form up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be Tuesday, 7 March 2017), will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating dealing in the Shares or Rights Shares in their nil-paid form who is in any doubt about his/her/its/their position or any action to be taken is recommended to consult his/her/its/their own professional adviser.

#### Rescission and Termination of the Underwriting Agreement

If, prior to the Latest Time for Termination, one or more of the following events or matters shall occur, arise, exist, or come into effect:

- (1) 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 after the signing of the Underwriting Agreement;
- (2) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring after the signing of the Underwriting Agreement or continuing after the signing of the Underwriting Agreement) of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets;
- (3) any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of any member of the Group;
- (4) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement;
- (5) after signing of the Underwriting Agreement, there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise;
- (6) there is, after signing of the Underwriting Agreement, any change or any development involving a prospective change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, PRC or other jurisdiction relevant to any member of the Group and a change in currency conditions for the purpose of this paragraph includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs; or
- (7) the Circular and/or the Prospectus 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 Listing Rules or the Hong Kong Code on Takeovers and Mergers or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company in compliance with the Listing Rules,

which event or events is or are in the reasonable opinion of the Underwriter:

- (a) likely to have a material adverse effect on the business or financial or trading position or prospects of the Group as a whole; or
- (b) likely to have a material adverse effect on the success of the Rights Issue or the level of the Rights Shares “taken up”; or
- (c) make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (1) any breach of any of the warranties or undertakings or any omission to observe any of the obligations or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (2) any Specified Event comes to the knowledge of the Underwriter.

閣下如欲接納全部暫定配額，須按本文件所提供之指示將本文件整份連同丙欄所示接納時應繳付之全部港元股款，在不遲於二零一七年三月二日(星期四)下午四時正送達本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款均須以港元支票或銀行本票繳付。支票必須由香港持牌銀行戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「Tack Fiori International Group Limited — Provisional Allotment A/C」，並以「只准入抬頭人賬戶」劃線方式開出。轉讓及分拆手續載於背頁。概不會就有關股款發出收據。供股股份之任何付款金額應向下調整至兩個小數點。

未繳股款供股股份將於二零一七年二月二十日(星期一)上午九時正至二零一七年二月二十七日(星期一)下午四時正(包括首尾兩日)期間買賣。有關買賣將於供股之若干條件尚未達成期間進行。擬直至供股條件獲全面達成當日(預期為二零一七年三月七日(星期二))起購買、出售或轉讓股份及／或未繳股款供股股份之任何股東或其他人士，將因此承擔供股未必能成為無條件或不一定進行之風險。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或將予採取之任何行動有任何疑問，應諮詢其專業顧問。

#### 撤銷及終止包銷協議

倘於最後終止時限之前，下列一件或以上事件或事項發生、出現、存在或生效：

- (1) 於包銷協議簽訂後，推行任何新法規，或任何現有法例或法規(或其司法詮釋)有變，或發生其他屬任何性質之事件；
- (2) 發生屬政治、軍事、財政、經濟或其他性質，或性質為任何本地、國家或國際敵對行為或武裝衝突爆發或有關事態升級，或影響本地證券市場之任何本地、國家或國際事件或變動(不論是否構成於包銷協議簽訂後發生或繼續發生之一連串事件或變動之部分)；
- (3) 於包銷協議簽訂後，本集團任何成員公司之業務或財務或經營狀況有任何重大不利變動；
- (4) 於包銷協議簽訂後，發生任何天災、戰爭、暴動、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工；
- (5) 於包銷協議簽訂後，不論是否因出現特殊之金融情況或其他原因而全面禁止、暫停或嚴格限制股份在聯交所之一般買賣；
- (6) 在簽署包銷協議之後，市場狀況出現任何變動或任何演變而涉及預期會出現變動(包括但不限於香港、中國或與本集團任何成員公司有關的其他司法權區之金融及貨幣政策或外匯或貨幣市場之任何變動、暫停或限制證券買賣、實施經濟制裁及貨幣狀況變動(就本段而言)包括香港貨幣與美利堅合眾國貨幣匯價掛鈎體系變動)；或
- (7) 該通函及／或供股章程在刊發時載有本公司遵守上市規則在包銷協議訂立日期之前未有公佈或刊發之資料(不論有關本集團業務前景或狀況或有關本集團遵行上市規則任何法例或香港公司收購及合併守則或任何適用法規之資料)，

而包銷商合理地認為有關一件或以上事件：

- (a) 可能對本集團之整體業務、財務或經營狀況或前景構成重大不利影響；或
- (b) 可能對供股成功與否或供股股份「承購」水平構成重大不利影響；或
- (c) 令繼續進行供股屬不宜、不智或不適當，

則包銷商有權於最後終止時限前書面通知本公司終止包銷協議。

倘於最後終止時限前發生下列情況，則包銷商有權透過發出書面通知撤銷包銷協議：

- (1) 包銷商知悉載於包銷協議內之任何保證或承諾遭違反或任何責任或承諾沒有獲遵從；或
- (2) 包銷商知悉發生任何特定事件。

**NO RECEIPT WILL BE GIVEN.**  
本公司將不另發股款收據。

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**IN THE EVENT OF TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, HONG KONG 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 HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.**

在轉讓認購本文件所指之供股股份之權利時，每宗買賣均須繳付香港從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付香港從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付香港從價印花稅之證明。

**FORM OF TRANSFER AND NOMINATION**  
**轉讓及提名表格**

Form B  
表格乙

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their/its rights to subscribe for the Rights Share(s) comprised herein)

(僅供有意轉讓本表格所列彼／彼等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

**Tack Fiori International Group Limited**

致：野馬國際集團有限公司  
列位董事 台照

Dear Sirs,

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)

\* Delete as appropriate  
\* 刪去不適用者

Date : \_\_\_\_\_ 2017

日期：二零一七年\_\_\_\_\_月\_\_\_\_\_日

**NOTE:** Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).

附註：轉讓認購供股股份之權利須繳付香港印花稅。

## REGISTRATION APPLICATION FORM

## 登記申請表格

Form C  
表格丙

(To be completed and signed only by the person(s) to whom the rights to subscribe  
for the Rights Share(s) has/have been transferred)  
(僅供已獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors

**Tack Fiori International Group Limited**

致：野馬國際集團有限公司

列位董事 台照

Dear Sirs,

I/We\* request you to register the number of the 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 of association 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供股章程所載之條款，並在本公司組織章程大綱及組織章程細則之規限下接納此等供股股份。

Existing Shareholder(s)  
Please mark "X" in this 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.  
請用英文正楷填寫。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 of applicant in English 申請人英文姓名	Family Name 姓氏	Other Names 名字	Name in Chinese 中文姓名	
Name(s) of joint applicants in English (if applicable) 聯名申請人英文姓名(如適用)				
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 applicant(s) must sign) 申請人簽署(所有聯名申請人均須簽署)

Date : \_\_\_\_\_ 2017

日期：二零一七年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

NOTE: Hong Kong stamp duty is payable in connection with the acceptance of the transfer of the rights to subscribe for the Rights Share(s).  
附註：接納轉讓認購供股股份之權利須繳付香港印花稅。

\* Delete as appropriate

\* 刪去不適用者





## TACK FIORI INTERNATIONAL GROUP LIMITED

*(incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 928)**

16 February 2017

Dear Qualifying Shareholder(s),

In accordance with the terms and subject to the conditions set out in the prospectus dated 16 February 2017 (the "**Prospectus**") despatched to shareholders of Tack Fiori International Group Limited (the "**Company**"), the directors of the Company have provisionally allotted to you a number of rights shares of the Company (the "**Rights Shares**") on the basis of one Rights Share for every one share of the Company (the "**Share(s)**") held and registered in your name(s) as at Wednesday, 15 February 2017. Your holding of Shares as at Wednesday, 15 February 2017 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 requires otherwise.

No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. Accordingly no person receiving a copy of the Prospectus or a PAL or an EAF in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares unless in a jurisdiction where such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to accept the Rights Shares to satisfy himself/herself/itself/themselves 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, duties and other amounts required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for Rights Shares where it believes in doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

Completion and return of the PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions 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, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representations and warranties.

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

### **PROCEDURE FOR ACCEPTANCE**

To take up your provisional allotment in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Company's Hong Kong branch share registrar and transfer office, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance in Hong Kong dollars 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 Thursday, 2 March 2017. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Tack Fiori International Group Limited — Provisional Allotment A/C" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum of association and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Company's branch share registrar and transfer office in Hong Kong at the above address.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C, have been received as described above by no later than 4:00 p.m. on Thursday, 2 March 2017 whether by the original allottee or any person to whom 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 is not obliged to treat but may at its absolute discretion treat a PAL as valid and binding on the person(s) by whom and on whose behalf is lodged even if such PAL is not completed in accordance with the relevant instructions.

### **EXCESS RIGHTS SHARES**

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying EAF as indicated therein and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Company's Hong Kong branch share registrar and transfer office, Tricor Tengis Limited at 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 Thursday, 2 March 2017. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Tack Fiori International Group Limited — Excess Application Account" and crossed "Account Payee Only".

### **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 PAL to the transferee(s) or the person(s) through whom you are transferring your rights. 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 set out in Box C with the Company's Hong Kong branch share registrar and transfer office, Tricor Tengis Limited at 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 Thursday, 2 March 2017. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

### **SPLITTING**

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Wednesday, 22 February 2017 with the Company's Hong Kong branch share registrar and transfer office, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar after 9:00 a.m. on the second Business Day after your surrender of the original PAL.



## TACK FIORI INTERNATIONAL GROUP LIMITED

### 野馬國際集團有限公司

(於開曼群島註冊成立之有限公司)

(股份代號：928)

敬啟者：

根據寄發予野馬國際集團有限公司(「本公司」)股東日期為二零一七年二月十六日之供股章程(「供股章程」)所載條款及受其條件規限下，本公司董事已向閣下暫定配發若干數目之本公司供股股份(「供股股份」)，基準為於二零一七年二月十五日(星期三)以閣下名義登記持有之每一股本公司股份(「股份」)，可獲發一股供股股份。閣下於二零一七年二月十五日(星期三)持有之股份數目載於甲欄，而閣下獲暫定配發之供股股份數目載於乙欄。除文義另有所指外，供股章程所界定之詞彙在本文件內具相同涵義。

本公司並無採取任何行動，以獲准於香港境外任何司法權區提呈發售供股股份或派發章程文件。因此，於香港境外任何司法權區接獲供股章程或暫定配額通知書或額外申請表格之人士，概不應視之為申請認購供股股份之要約或邀請，除非有關要約或邀請可在某司法權區毋須進行任何登記或遵守其他法例或監管規定之情況下合法進行。有意接納供股股份之任何香港境外人士，均有責任確保其自身遵守所有有關司法權區之法例及規例，包括取得任何政府或其他同意，以及支付該司法權區規定應付之任何相關稅項、徵費及其他款項。本公司保留權利在其相信接納任何供股股份認購申請將觸犯任何司法權區之適用證券或其他法例或規例之情況下，拒絕接納有關申請。

填妥及交回暫定配額通知書即表示向本公司作出一份保證及聲明，已經或將會就暫定配額通知書及其任何接納妥為遵守香港境外所有相關司法權區一切登記、法律及監管規定。為免生疑問，香港結算及香港中央結算(代理人)有限公司均不作出或受任何上述聲明及保證規限。

供股股份於發行、配發及繳足股款後，將在各方面與當時之已發行股份享有同等權益。繳足股款供股股份之持有人將有權收取所有於配發及發行供股股份當日或之後可能宣派、作出或派付之未來股息及分派。

#### 接納手續

閣下如悉數承購暫定配額，須於二零一七年三月二日(星期四)下午四時正前，按本文件所列印之指示將本暫定配額通知書整份連同丙欄所示接納時應繳付之全部港元股款，送達本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支票或銀行本票繳付。支票必須由香港持牌銀行戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「Tack Fiori International Group Limited — Provisional Allotment A/C」，並以「只准入抬頭人賬戶」劃線方式開出。支付有關款項後，將表示根據本暫定配額通知書及供股章程之條款，並在本公司組織章程大綱及組織章程細則之規限下，接納供股股份暫定配額。概不會就有關股款發出收據。所有與本暫定配額通知書有關之查詢應寄往本公司之香港股份過戶登記分處(地址如上)。

敬請注意，除非如上文所述於二零一七年三月二日(星期四)下午四時正前接獲原承配人或有效承讓權利之人士交回本暫定配額通知書連同丙欄所示之適當股款，否則本暫定配額及其項下一切有關權利及配額將被視為已遭拒絕而將予取消。本公司毋須但可全權酌情視一份暫定配額通知書為有效，並對所提交或被代為提交之人士具有約束力，即使該暫定配額通知書並未根據有關指示填妥亦然。

#### 額外供股股份

如閣下為合資格股東，並欲申請認購所獲暫定配發以外之任何供股股份，則必須依照隨附之額外申請表格所印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有關股款，於二零一七年三月二日(星期四)下午四時正前送達本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支票或銀行本票繳付。支票必須由香港持牌銀行戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「Tack Fiori International Group Limited — Excess Application Account」，並以「只准入抬頭人賬戶」劃線方式開出。

#### 轉讓

閣下如欲轉讓本通知書所述閣下獲暫定配發供股股份之全部認購權利，必須將轉讓及提名表格(表格乙)填妥及簽署，並將本暫定配額通知書送交承讓人或經手轉讓閣下權利之人士。承讓人須將登記申請表格(表格丙)填妥及簽署，於二零一七年三月二日(星期四)下午四時正前將本暫定配額通知書整份連同丙欄所載須於接納時應繳足之股款送達本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。敬請注意，轉讓閣下認購有關供股股份之權利及承讓人接納該等權利均須繳付香港印花稅。

#### 分拆

閣下如僅欲接納部份暫定配額或轉讓本通知書所述獲暫定配發供股股份之部份認購權利，或將權利轉讓予超過一名人士，則最遲須於二零一七年二月二十二日(星期三)下午四時三十分前將原有暫定配額通知書交回及送達本公司之香港股份過戶登記分處卓佳登捷時有限公司以供註銷，地址為香港皇后大道東183號合和中心22樓，以便註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。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上午九時正後在過戶處領取。

## RESCISSION AND TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Shares have been dealt in on an ex-rights basis as from Thursday, 9 February 2017 and that the Rights Shares will be traded in their nil-paid form from 9:00 a.m. on Monday, 20 February 2017 to 4:00 p.m. on Monday, 27 February 2017, both days inclusive. Such dealings will take place during the period when certain conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person contemplating dealing in the Shares and/or the Rights Shares in their nil-paid form up to the date on which all conditions to which the Rights Issue is subject are to be fulfilled will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any person who is in any doubt about his/her/its/their position or any action to be taken is recommended to consult his/her/its/their professional adviser.

If, prior to the Latest Time for Termination, one or more of the following events or matters shall occur, arise, exist, or come into effect:

- (1) 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 after the signing of the Underwriting Agreement;
- (2) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring after the signing of the Underwriting Agreement or continuing after the signing of the Underwriting Agreement) of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets;
- (3) any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of any member of the Group;
- (4) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement;
- (5) after signing of the Underwriting Agreement, there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise;
- (6) there is, after signing of the Underwriting Agreement, any change or any development involving a prospective change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, PRC or other jurisdiction relevant to any member of the Group and a change in currency conditions for the purpose of this paragraph includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs; or
- (7) the Circular and/or the Prospectus 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 Listing Rules or the Hong Kong Code on Takeovers and Mergers or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company in compliance with the Listing Rules,

which event or events is or are in the reasonable opinion of the Underwriter:

- (a) likely to have a material adverse effect on the business or financial or trading position or prospects of the Group as a whole; or
- (b) likely to have a material adverse effect on the success of the Rights Issue or the level of the Rights Shares "taken up"; or
- (c) make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (1) any breach of any of the warranties or undertakings or any omission to observe any of the obligations or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (2) any Specified Event comes to the knowledge of the Underwriter.

## CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. The Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or cashier's order is dishonoured upon first presentation, and in that event the provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. Completion and return of this PAL together with a cheque or cashier's order in payment for the Rights Shares will constitute a warranty by the subscriber that the cheque or cashier's order will be honoured on first presentation.

## SHARE CERTIFICATES

It is expected that certificates for the fully-paid Rights Shares will be dispatched to you by the Company's Hong Kong branch share registrar and transfer office by ordinary post at your own risk on or before Thursday, 9 March 2017. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares issued to you.

## EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong ("Bad Weather") at any local time before 12:00 noon and no longer in force after 12:00 noon on Thursday, 2 March 2017, the latest time for acceptance of and payment for the Right Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day. If there is Bad Weather in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Thursday, 2 March 2017, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 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 4:00 p.m.

## GENERAL

Lodgment of this PAL with, where relevant, the form of transfer and nomination (Form B) 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 PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong laws.

Further copies of the Prospectus giving details of the Rights Issue are available from Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours.

## PERSONAL DATA COLLECTION — PROVISIONAL ALLOTMENT LETTER

By completing, signing and submitting this PAL, you agree to disclose to the Company, the Company's branch share registrar in Hong Kong 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 Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Company's branch share registrar in Hong Kong 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 Company's branch share registrar in Hong Kong 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 principal place of business at Room 2201, 22/F, Kwan Chart Tower, No. 6 Tonnochy Road, Wanchai, Hong Kong as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Company's branch share registrar in Hong Kong at its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully,  
For and on behalf of the Board of  
**Tack Fiori International Group Limited**  
Shan Hua  
Executive Director



## 撤銷及終止包銷協議

敬請注意，股份已自二零一七年二月九日(星期四)起按除權方式買賣，而未繳股款供股股份將於二零一七年二月二十日(星期一)上午九時正至二零一七年二月二十七日(星期一)下午四時正(包括首尾兩日)期間買賣。有關買賣將於供股之若干條件尚未達成期間進行。凡於供股條件獲全面達成當日正午止期間擬買賣股份及／或未繳股款供股股份之任何股東或其他人士將因此承擔供股未必能成為無條件並因而不會落實進行之風險。任何人士如對本身狀況或將予採取之行動有任何疑問，應諮詢其專業顧問。

倘於最後終止時限之前，下列一件或以上事件或事項發生、出現、存在或生效：

- (1) 於包銷協議簽訂後，推行任何新法規，或任何現行法例或法規(或其司法詮釋)有變，或發生其他屬任何性質之事件；
- (2) 發生屬政治、軍事、財政、經濟或其他性質，或性質為任何本地、國家或國際敵對行為或武裝衝突爆發或有關事態升級，或影響本地證券市場之任何本地、國家或國際事件或變動(不論是否構成於包銷協議簽訂後發生或繼續發生之一連串事件或變動之部分)；
- (3) 於包銷協議簽訂後，本集團任何成員公司之業務或財務或經營狀況有任何重大不利變動；
- (4) 於包銷協議簽訂後，發生任何天災、戰爭、暴動、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工；
- (5) 於包銷協議簽訂後，不論是否因出現特殊之金融情況或其他原因而全面禁止、暫停或嚴格限制股份在聯交所之一般買賣；
- (6) 在簽署包銷協議之後，市場狀況出現任何變動或任何演變而涉及預期會出現變動(包括但不限於香港、中國或與本集團任何成員公司有關的其他司法權區之金融及貨幣政策或外匯或貨幣市場之任何變動、暫停或限制證券買賣、實施經濟制裁及貨幣狀況變動(就本段而言)包括香港貨幣與美利堅合眾國貨幣匯價掛鈎體系變動)；或
- (7) 該通函及／或供股章程在刊發時載有本公司遵守上市規則在包銷協議訂立日期之前未有公佈或刊發之資料(不論有關本集團業務前景或狀況或有關本集團遵行上市規則任何法例或香港公司收購及合併守則或任何適用法規之資料)；

而包銷商合理地認為有關一件或以上事件：

- (a) 可能對本集團之整體業務、財務或經營狀況或前景構成重大不利影響；或
- (b) 可能對供股成功與否或供股股份「承購」水平構成重大不利影響；或
- (c) 令繼續進行供股屬不宜、不智或不適當；

則包銷商有權於最後終止時限前書面通知本公司終止包銷協議。

倘於最後終止時限前發生下列情況，則包銷商有權透過發出書面通知撤銷包銷協議：

- (1) 包銷商知悉載於包銷協議內之任何保證或承諾遭違反或任何責任或承諾沒有獲遵從；或
- (2) 包銷商知悉發生任何特定事件。

## 支票或銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而就有關股款所賺取之利息(如有)將全部撥歸本公司所有。本公司保留權利拒絕受理任何隨附支票及／或銀行本票於首次過戶時未能兌現的有關暫定配額通知書，而在此情況下，有關暫定配額及其項下一切有關權利及配額將被視作已遭放棄而將予取消。填妥本暫定配額通知書並連同繳付供股股份之股款支票或銀行本票一併交回，即表示認購人保證支票或銀行本票可於首次過戶時兌現。

## 股票

預期本公司之香港股份過戶登記分處將於二零一七年三月九日(星期四)或之前以平郵將繳足股款供股股份之股票寄予閣下，郵誤風險概由閣下自行承擔。閣下將就所有獲發行之供股股份收取一張股票，惟香港中央結算(代理人)有限公司除外。

## 惡劣天氣之影響

倘香港於二零一七年三月二日(星期四)中午十二時正前任何本地時間發出「黑色」暴雨警告或懸掛八號或以上熱帶氣旋警告信號(「惡劣天氣」)，並於當日中午十二時正後除下，則接納供股股份並繳付股款及申請認購額外供股股份並繳付股款之最後時限將順延至同一營業日下午五時正。倘香港於二零一七年三月二日(星期四)中午十二時正至下午四時正期間任何本地時間出現惡劣天氣，則接納供股股份並繳付股款及申請認購額外供股股份並繳付股款之最後時限將順延至下一營業日(有關警告於當日上午九時正至下午四時正期間任何時間並無於香港生效)。

## 一般事項

遞交本暫定配額通知書及(在有關情況下)擬由獲發人士簽署之轉讓及提名表格(表格乙)，將為最終擁有權證明，顯示遞交有關文件之人士有權處理有關文件及接收分拆配額函件及／或股票。

本暫定配額通知書及任何對其所載要約之接納須受香港法例管轄並按其詮釋。

載有供股詳情之供股章程可於一般辦公時間向卓仕登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)索取。

## 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，即表示閣下同意向本公司、本公司之香港股份過戶登記分處及／或其各自之顧問及代理披露個人資料及其所需有關閣下或閣下為其利益而接納暫定配額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，可確定本公司或本公司之香港股份過戶登記分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》，本公司及本公司之香港股份過戶登記分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訊息之所有要求，應寄往本公司之主要營業地點(地址為香港灣仔杜老誌道6號群策大廈22樓2201室)或根據適用法例不時通知之地址，並以本公司之公司秘書為收件人；或(視情況而定)寄往本公司之香港股份過戶登記分處(地址見上文)，並以私隱條例事務主任為收件人。

此致

列位合資格股東 台照

代表董事會  
野馬國際集團有限公司  
執行董事  
单华  
謹啟

二零一七年二月十六日