

IMPORTANT
重要提示

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") DATED 25 JULY 2014 ISSUED BY APPLIED DEVELOPMENT HOLDINGS LIMITED. TERMS DEFINED IN THE PROSPECTUS SHALL BEAR THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.
茲提述實力建築集團有限公司所刊發日期為二零一四年七月二十五日之章程(「章程」)。除文義另有所指外，章程所定義之詞彙與本文所用者具有相同涵義。

IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT, OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE.
閣下如對本文件任何內容或應採取之行動有疑問，應尋求獨立專業意見。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON FRIDAY, 8 AUGUST 2014.
本文件具有價值及可轉讓，務請閣下立即處理。本文件及隨附之額外供股股份申請表格所載之要約之有效期於二零一四年八月八日(星期五)下午四時正屆滿。

DEALINGS IN THE SHARES MAY BE SETTLED THROUGH CCASS AND YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED DEALER, 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.
股份之買賣可透過中央結算系統進行交收，有關交收安排之詳情及該等安排可能對閣下權利及權益之影響，應諮詢閣下之持牌證券交易商、註冊交易商、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, HAVING ATTACHED THERETO THE WRITTEN CONSENT REFERRED TO UNDER THE SECTION HEADED "DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES" IN APPENDIX III TO THE PROSPECTUS, HAVE BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES IN HONG KONG PURSUANT TO SECTION 342C OF THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE (CHAPTER 32 OF THE LAWS OF HONG KONG), NEITHER THE SECURITIES AND FUTURES COMMISSION NOR THE REGISTRAR OF COMPANIES IN HONG KONG TAKES ANY RESPONSIBILITY FOR THE CONTENTS OF ANY OF THE PROSPECTUS DOCUMENTS.
各章程文件(連同章程附錄三(送呈公司註冊處處長之文件)一節所述書面同意書)已遵照公司(清盤及雜項條文)條例(香港法例第32章)第342C條之規定向香港公司註冊處處長登記。香港證券及期貨事務監察委員會及公司註冊處處長對任何章程文件之內容概不負責。

HONG KONG EXCHANGES AND CLEARING LIMITED, THE STOCK EXCHANGE OF HONG KONG LIMITED AND HONG KONG SECURITIES CLEARING COMPANY LIMITED ("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.
香港交易所及結算有限公司、香港聯合交易所有限公司(「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，並明確表示概不對因本文件之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 THE LISTING OF, AND PERMISSION TO DEAL IN, THE RIGHTS SHARES IN BOTH THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE AS WELL AS COMPLIANCE WITH THE STOCK ADMISSION REQUIREMENTS OF HKSCC, THE RIGHTS SHARES IN 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 RESPECTIVE COMMENCEMENT DATES OF DEALINGS IN THE RIGHTS SHARES IN BOTH THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE OR SUCH OTHER DATES AS MAY BE 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批准於聯交所上市及買賣以及遵守香港結算之股份接納規定後，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，自未繳股款及繳足股款供股股份各自開始於聯交所買賣日期或香港結算可能釐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。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日於中央結算系統內交收。所有中央結算系統內之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進行。



APPLIED DEVELOPMENT HOLDINGS LTD.

實力建築集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 519)

(於百慕達註冊成立之有限公司)

(股份代號：519)

RIGHTS ISSUE OF 579,886,913 RIGHTS SHARES
OF HK\$0.01 EACH AT HK\$0.139 PER RIGHTS SHARE
ON THE BASIS OF
ONE RIGHTS SHARE FOR EVERY TWO SHARES
HELD ON THE RECORD DATE

供股

579,886,913 股每股面值 0.01 港元之供股股份

每股供股股份作價 0.139 港元

(於記錄日持有每兩股股份可獲發一股供股股份)

Provisional Allotment Letter
暫定配額通知書

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

[Blank box for shareholder name and address]

Total number of Shares registered in your name(s) on Thursday, 24 July 2014
於二零一四年七月二十四日(星期四)登記於閣下名下之股份總數

BOX A
甲欄

[Blank box for total shares registered]

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. Friday, 8 August 2014.
暫定配發予閣下之供股股份數目，按納之全數款項應須於二零一四年八月八日(星期五)下午四時正前繳足。

BOX B
乙欄

[Blank box for number of rights shares allotted]

Total subscription monies payable
應繳認購款項總額

BOX C
丙欄
HK\$
港元

[Blank box for total subscription monies payable]

Contact telephone no., 聯絡電話：_____

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES IN FULL YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY'S BRANCH SHARE REGISTRAR IN HONG KONG, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AT SHOPS 1712-1716, 17TH FLOOR, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX ABOVE SO AS TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON FRIDAY, 8 AUGUST 2014. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND FORWARDED EITHER BY A CHEQUE DRAWN ON A BANK ACCOUNT WITH, OR BY A CASHIER'S ORDER ISSUED BY, A LICENSED BANK IN HONG KONG. ALL SUCH CHEQUES OR CASHIER'S ORDERS MUST BE MADE PAYABLE TO "APPLIED DEVELOPMENT 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.

TERMINATION OF THE UNDERWRITING AGREEMENT
The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by it to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs:

- (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
- (ii) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict or affecting local securities market; or
- (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- and in the reasonable opinion of the Underwriter, such change could have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

- (i) the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or
- (ii) the Underwriter receives notification pursuant to the Underwriting Agreement, or shall otherwise become aware of, the fact that any of the representations, warranties or undertakings contained in the Underwriting Agreement was, when given, untrue or inaccurate, or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation, warranty or undertaking represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (iii) the Company shall, after any matter or event referred to in the relevant clauses of the Underwriting Agreement has occurred or comes to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents), as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company, the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to take or treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.

倘發生上述情況，包銷商可於交收日期下午四時正前任何時間，由包銷商向本公司發出書面通知，終止包銷協議所載之安排：
(i) 頒佈任何新法例或規例或現有法例或規例(或其司法詮釋)出現任何變動；或
(ii) 本地、國家或國際出現政治、軍事、金融、經濟或貨幣(包括港元價值與美元聯繫制度出現變動)或其他性質(不論是否與任何前述者屬同類性質)，或性質屬本地、國家或國際爆發對局面、暴動或武装衝突升級，或對本地證券市場構成影響之事件或變動(不論是否構成於包銷協議日期前及/或之後出現或持續之一連串事件或變動)之一部分；或
(iii) 任何天災、戰爭、暴亂、治安不靖、罷工罷業、火災、水災、爆炸、疫症、恐怖主義、罷工或停工；
及包銷商合理認為，該等變化會對本集團業務之業務、財務或貿易狀況或前景或供股的成功造成重大不利影響，或使其繼續供股屬不明智或不適宜。
倘於交收日期下午四時正前或之前：
(i) 本公司嚴重違反或遺漏遵守其根據包銷協議明確規定須由其承擔之責任、承諾、聲明或保證，且有關違反或遺漏對其業務、財務或貿易狀況將構成重大不利影響；或
(ii) 包銷商接獲通知據稱違反或遺漏遵守其根據包銷協議所載之任何聲明、保證或承諾於作出時為失實或不正確，或倘按包銷協議所載之方式轉述將為失實或不正確；則包銷商合理釐定任何有關失實聲明、保證或承諾，即為或可能為本集團整體業務、財務或貿易狀況或前景出現重大不利變動，或可能對供股造成重大不利影響；或
(iii) 本公司發給生包銷協議明確條款所述之任何事宜或事件或包銷商得悉該等事宜或事件後，未能盡快以包銷商合理要求之方式(及合適之內容)寄出任何公告或通告(於寄發章程文件後)，以防止本公司之證券產生虛假市場；
包銷商有權(惟不受到限制)以包銷商所發出書面通知之方式選擇遵守有關事宜或事件，以排除及撤回包銷商於包銷協議項下之責任。
IF THE UNDERWRITER EXERCISES THE RIGHT TO TERMINATE ITS OBLIGATIONS UNDER THE UNDERWRITING AGREEMENT BEFORE 4:00 P.M. ON THE SETTLEMENT DATE OR IF THE CONDITIONS OF THE RIGHTS ISSUE ARE NOT FULFILLED OR WAIVED (AS APPLICABLE), THE MONIES RECEIVED IN RESPECT OF ACCEPTANCES OF THE RIGHTS SHARES WILL BE RETURNED TO THE QUALIFYING SHAREHOLDERS OR SUCH OTHER PERSONS TO WHOM THE RIGHTS SHARES IN THEIR NIL-PAID FORM HAVE BEEN VALIDLY TRANSFERRED OR, IN THE CASE OF JOINT ACCEPTANCES, TO THE FIRST-NAMED PERSON, WITHOUT INTEREST, BY MEANS OF CHEQUES DESPATCHED BY ORDINARY POST TO THEIR REGISTERED ADDRESS AT THE RISK OF SUCH APPLICANTS, ON OR BEFORE FRIDAY, 15 AUGUST 2014.
倘包銷商於交收日期下午四時正前行使權利終止其根據包銷協議項下之責任或倘供股之條件仍未獲達成或獲豁免(如適用)，則未獲達成或獲豁免之款項或於二零一四年八月八日(星期五)或之前計有利息之款項將退還未繳股款供股股份有效轉讓之其他有關人士(倘若屬聯名接納，則為排名首位之人士)，退還支票將以郵遞方式寄往彼等之登記地址，郵遞風險概由有關申請人士承擔。
SHARES HAVE BEEN DEALT IN ON AN EX-RIGHTS BASIS FROM FRIDAY, 18 JULY 2014. DEALINGS IN THE RIGHTS SHARES IN THEIR NIL-PAID FORM WILL TAKE PLACE FROM TUESDAY, 29 JULY 2014 TO TUESDAY, 5 AUGUST 2014 (BOTH DATES INCLUSIVE). IF THE UNDERWRITER TERMINATES THE UNDERWRITING AGREEMENT, OR THE CONDITIONS OF THE RIGHTS ISSUE ARE NOT FULFILLED OR WAIVED (AS APPLICABLE), THE RIGHTS ISSUE WILL NOT PROCEED. ANY SHAREHOLDER OR OTHER PERSON CONTINGENTLY SELLING OR PURCHASING SHARES AND/OR NIL-PAID RIGHTS SHARES UP TO THE DATE WHEN THE CONDITIONS OF THE RIGHTS ISSUE ARE FULFILLED WILL BEAR THE RISK THAT THE RIGHTS ISSUE MAY NOT BECOME UNCONDITIONAL AND MAY NOT PROCEED. ANY SHAREHOLDER OR OTHER PERSON CONTINGENTLY ANY DEALINGS IN THE SHARES AND/OR NIL-PAID RIGHTS SHARES ARE RECOMMENDED TO CONSULT THEIR OWN PROFESSIONAL ADVISERS.
股份自二零一四年七月十八日(星期五)起開始按無條件方式進行買賣。倘包銷商終止包銷協議，或供股之條件仍未獲達成或獲豁免(如適用)，供股將不會進行。擬於供股條件達成當日買賣股份及/或未繳股款供股股份之任何股東或其他人士應諮詢彼等之專業顧問。

*For identification purposes only
*僅供辨別

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓認購供股股份之權利時，每宗買賣均須繳付從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付從價印花稅。在本文件所指之任何供股股份配額轉讓登記之前，須出示已繳付從價印花稅之證明。

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 its/his/her/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供有意轉讓本暫定配額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
Applied Development Holdings Limited
致：實力建業集團有限公司*
列位董事

Dear Sirs and Madams,
敬啟者：

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.

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

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of shareholder(s) (all joint shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date : _____ 2014
日期：二零一四年_____

Ad valorem stamp duty shall be payable by the transferor(s) if this form is completed.
填妥此表格後，轉讓人須支付從價印花稅。

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/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
Applied Development Holdings Limited
致：實力建業集團有限公司*
列位董事

Dear Sirs and Madams,
敬啟者：

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 set out in this provisional allotment letter and the accompanying Prospectus and subject to the memorandum of association and the bye-laws of the Company.

本人/吾等謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及隨附之章程所載之條款，並在貴公司之組織章程大綱及公司細則之規限下接納此等股份。

				Existing Shareholder(s) Please mark "X" in this box 現有股東請在欄內填上「X」號		<input type="checkbox"/>	
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. 華籍申請人請同時填寫中、英文姓名。							
Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名				
Name continuation and/or name(s) of joint applicant(s) in English 申請人續姓名及/或聯名申請人英文姓名							
Address in English (joint applicants 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 no. 銀行賬戶號	

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 : _____ 2014
日期：二零一四年_____

Ad valorem stamp duty shall be payable by the transferee(s) if this form is completed.
填妥此表格後，承讓人須支付從價印花稅。

* For identification purposes only
* 僅供識別



APPLIED DEVELOPMENT HOLDINGS LTD.

實力建築集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 519)

Dear Qualifying Shareholder(s),

25 July 2014

INTRODUCTION

Reference is made to the prospectus (the "Prospectus") dated 25 July 2014 issued by Applied Development Holdings Limited. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires.

In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of one (1) Rights Share for every two (2) Shares registered in your name on the register of members of the Company as at the Record Date (i.e. Thursday, 24 July 2014). Your holding of the Shares as at 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.

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

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

The Prospectus Documents have not been and will not be registered and/or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong. No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents or any other documents issued in connection with the Rights Issue in any jurisdiction other than Hong Kong. No person receiving the Prospectus, a provisional allotment letter or form of application for excess Rights Shares in any territory outside Hong Kong may treat it as an offer or invitation to take up the Rights Shares or apply for excess Rights Shares, except 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 persons outside Hong Kong wishing to take up or make an application for the Rights Shares to satisfy themselves, before accepting any provisional allotment of Rights Shares or applying for excess Rights Shares, 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 without prejudice to the foregoing. The Company reserves the right to refuse to act on any acceptance of provisional allotment of the Rights Shares and to refuse to accept any application for excess Rights Shares where it believes that doing so would or may violate the applicable securities legislations or other laws or regulations of any jurisdiction. No application for the Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder (if any).

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by it to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs:

- (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
- (ii) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict or affecting local securities market; or
- (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or

and in the reasonable opinion of the Underwriter, such change could have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

If, at or prior to 4:00 p.m. on the Settlement Date:

- (i) the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or
- (ii) the Underwriter receives notification pursuant to the Underwriting Agreement, or shall otherwise become aware of, the fact that any of the representations, warranties or undertakings contained in the Underwriting Agreement was, when given, untrue or inaccurate, or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation, warranty or undertaking represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (iii) the Company shall, after any matter or event referred to in the relevant clauses of the Underwriting Agreement has occurred or comes to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents), as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company,

the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment and entitlements in full, you must lodge the whole of this provisional allotment letter intact with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by no later than 4:00 p.m. on Friday, 8 August 2014. 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 the bye-laws of the Company. All remittances must be made 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 "Applied Development Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". No receipt will be given for such remittances. It should be noted that unless this provisional allotment letter, duly completed, together with the appropriate remittance shown in Box C, has been lodged as described above by no later than 4:00 p.m. on Friday, 8 August 2014, whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat this 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. 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 provisional allotment letter will constitute a representation and warranty by you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the provisional allotment letter and any acceptance of provisionally allotted Rights Shares, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B), and hand this provisional allotment letter to the transferee(s) or persons through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this provisional allotment letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Friday, 8 August 2014. All remittances must be made 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 "Applied Development Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". No receipt will be given for such remittances. 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 hereunder or to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you to more than one person, the original provisional allotment letter must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Thursday, 31 July 2014 to the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original provisional allotment letter and issue new provisional allotment letters in the denominations required, which will be available for collection at the office of the Company's branch share registrar in Hong Kong after 9:00 a.m. on the second Business Day after your surrender of the original provisional allotment letter.

APPLICATION FOR EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you must complete and sign the accompanying form of application for excess Rights Shares in accordance with the instructions printed thereon 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 branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Friday, 8 August 2014. All remittances must be made 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 "Applied Development Holdings Limited – Excess Application Account" and crossed "Account Payee Only". No receipt will be given for such remittances.

The allotment of excess Rights Shares, if any, will be made at the discretion of the Directors on a fair and reasonable basis as far as practicable but no preference will be given to topping up odd lots to whole board lots. Please refer to the Prospectus for further details. There is no guarantee that you will be allocated any excess Rights Shares that you have applied for.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. 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 representation and warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to any other rights 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, and in that event, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES AND REFUND

Subject to the fulfilment (or waiver, where applicable) of the conditions of the Rights Issue, share certificates for all fully-paid Rights Shares are expected to be posted by the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, to those entitled thereto on or before Friday, 15 August 2014 by ordinary post to their registered address at their own risk.

You will receive one share certificate for all the fully-paid Rights Shares issued to you.

If no excess Rights Shares are allotted to a Qualifying Shareholder, the amount tendered on application is expected to be returned to that Qualifying Shareholder in full by ordinary post to their registered address at their own risk on or before Friday, 15 August 2014. If the number of excess Rights Shares allotted to the Qualifying Shareholder is less than that applied for, the surplus application monies are also expected to be returned to them by ordinary post to their registered address at their own risk on or before Friday, 15 August 2014.

If the Underwriter exercises the right to terminate its obligations under the Underwriting Agreement before 4:00 p.m. on the Settlement Date or if the conditions of the Rights Issue are not fulfilled or waived (as applicable), the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post to their registered address at the risk of such applicants on or before Friday, 15 August 2014.

GENERAL

Lodgment of this provisional allotment letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split provisional allotment letters and/or the share certificates for Rights Shares.

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

Further copies of the Prospectus giving details of the Rights Issue are available from the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

If you have questions in relation to the Rights Issue, please contact the Shareholder hotline on (852) 2862 8633 during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong public holidays).

PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited and/or their respective advisers and agents the 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 you with rights to ascertain whether the Company or the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited hold your 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, Computershare Hong Kong Investor Services Limited 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 Units 3402-3, 34/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road 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 Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Privacy Compliance Officer.

Yours faithfully,
For and on behalf of
Applied Development Holdings Limited
Hung Kai Mau, Marcus
Chairman

* For identification purposes only



APPLIED DEVELOPMENT HOLDINGS LTD.

實力建業集團有限公司*
(於百慕達註冊成立之有限公司)
(股份代號：519)

敬啟者：

緒言

茲提述實力建業集團有限公司所刊發日期為二零一四年七月二十五日之章程(「章程」)。除文義另有所指外，章程所定義之詞彙與本文所用者具有相同涵義。

根據寄發予合資格股東隨附本文件之章程所載之條款及受其條件規限下，董事已向閣下暫定配發供股股份，基準為於記錄日(即二零一四年七月二十四日(星期四))以閣下名義登記持有之每兩(2)股股份可獲發一(1)股供股股份。閣下於記錄日持有之股份數目載於本暫定配額通知書甲欄，而閣下獲暫定配發之供股股份數目載於乙欄。

任何已暫定配發但不獲接納之供股股份，可供合資格股東以隨附之額外供股股份申請表格額外申請。

供股股份於配發及繳足股款後將於各方面與當時之已發行股份享有同等權利。繳足股款供股股份之持有人將有權收取於供股股份配發日期後宣派、作出或派付之所有股息及分派。

章程文件並無及不會根據香港以外任何司法權區任何適用證券法或對等法例登記及/或存案。本公司並無採取任何行動，以准許在香港以外任何司法權區呈售供股股份或分發章程文件或與就供股發出之任何其他文件。除非在有關地區毋須遵守任何登記規定或其他法律及監管規定而可合法作出要約或邀請，否則任何香港以外地區接獲章程、暫定配額通知書或額外供股股份申請表格之人士，概不得視之為接納供股股份或申請額外供股股份之要約或邀請。香港以外之人士如有意接納或申請供股股份，於接納暫定配發供股股份或申請額外供股股份之權利前，須自行遵守一切有關地區之法律及法規(包括在不影響前述者下取得任何政府或其他同意及支付該地區所要求支付之任何稅項及稅收)。倘本公司認為接納暫定配發供股股份及接納任何認購供股股份之申請會或可能會違反任何司法權區之適用證券法或其他法例或法規，則保留權利拒絕受理有關暫定配發及申請。身為不合資格股東(如有)之任何人士所作出之供股股份申請將概不受理。

終止包銷協議

倘發生下述情況，包銷商可於交收日期下午四時正前任何時間，由包銷商向本公司發出書面通知，終止包銷協議所載之安排：

- 頒佈任何新法例或規例或現行法例或規例(或其司法詮釋)出現任何變動；或
- 本地、國家或國際出現政治、軍事、金融、經濟或貨幣(包括港元價值與美利堅合眾國貨幣之掛鈎匯率制度出現變動)或其他性質(不論是否與任何前述者屬同類性質)，或性質屬本地、國家或國際爆發敵對局面、暴動或武裝衝突升級，或對本地證券市場構成影響之事件或變動(不論是否構成於包銷協議日期前及/或之後出現或持續之一連串事件或變動之一部分)；或
- 任何天災、戰爭、暴亂、治安不靖、群眾騷亂、火災、水災、爆炸、疫症、恐怖主義、罷工或停市；或

及包銷商合理認為，這種變化不會對本集團整體之業務、財務或貿易狀況或前景或供股的成功造成重大不利影響，或使其繼續供股屬不明智或不適宜。

倘於交收日期下午四時正或之前：

- 本公司嚴重違反或遺漏遵守其根據包銷協議明確規定須由其承擔之責任、承諾、聲明或保證，且有關違反或遺漏對其業務、財務或貿易狀況將構成重大不利影響；或
- 包銷商根據包銷協議接獲有關通知，或將得知包銷協議內所載任何聲明、保證或承諾於作出時為失實或不正確，或倘按包銷協議所規定之方式轉述將為失實或不正確，則包銷商合理釐定任何有關失實聲明、保證或承諾，即為或可能為本集團整體業務、財務或貿易狀況或前景出現重大不利變動，或可能對供股構成重大不利影響；或
- 本公司於發生包銷協議相關條款所述之任何事宜或事件或包銷商得悉該等事宜或事件後，未能盡快以包銷商合理要求之方式(及合適之內容)寄出任何公告或通函(於寄發章程文件後)，以防止本公司之證券產生虛假市場，

包銷商將有權(惟不受約束)透過其向本公司發出書面通知之方式選擇處理有關事宜或事件，以解除及撤銷包銷商於包銷協議項下之責任。

接納配額及付款手續

閣下如欲接納全部暫定配額，則必須將本暫定配額通知書整份連同丙欄所須於接納時繳足之款項，於二零一四年八月八日(星期五)下午四時正前送達本公司之香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。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，並在本公司之組織章程大綱及公司細則之規限下接納暫定配額。所有款項須以港元支付，並須以香港之持牌銀行戶口開出之支票或香港之持牌銀行發出之銀行本票支付，且須註明抬頭人為「Applied Development Holdings Limited - Rights Issue Account」，並須以「只准入抬頭人賬戶」方式劃線開出。繳款將不會獲發收據。敬請注意，已正式填妥之本暫定配額通知書連同丙欄所示之應繳款項須如上文所述於二零一四年八月八日(星期五)下午四時正前由原承配人或任何已有效承讓供股股份認購權之人士送達，否則此等暫定配額及一切有關權利將被視作放棄並予以取消。本公司可全權酌情決定暫定配額通知書之有效性，並對自行或由代遞交表格之人士具約束力(即使該等人士並未依照有關指示填妥表格)。本公司可要求有關未填妥之暫定配額通知書申請人於稍後階段填妥有關表格。

填妥及交回本暫定配額通知書即表示向本公司作出一項聲明及保證，已經或將會就暫定配額通知書及暫定配發供股股份之任何接納完全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)有限公司均不受任何聲明及保證規限。

轉讓

閣下如欲將全部根據本文件認購暫定配發供股股份之權利轉讓他人，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須於接納時繳足之款項，於二零一四年八月八日(星期五)下午四時正前送達本公司之香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有款項須以港元支付，並須以香港之持牌銀行戶口開出之支票或香港之持牌銀行發出之銀行本票支付，且須註明抬頭人為「Applied Development Holdings Limited - Rights Issue Account」，並須以「只准入抬頭人賬戶」方式劃線開出。概不會就有關股款發出收據。敬請留意，閣下將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

閣下如只擬接納部分暫定配額，或轉讓根據本暫定配額通知書獲暫定配發之部分認購供股股份權利，或向超過一名人士轉讓暫定配發予閣下認購供股股份之權利，則必須於二零一四年七月三十一日(星期四)下午四時三十分前將原有暫定配額通知書交回本公司之香港股份過戶登記分處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)，其會註銷原有暫定配額通知書，並按所需數目發出多份新暫定配額通知書，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上午九時正後在本公司之香港股份過戶登記分處辦事處領取。

申請額外供股股份

閣下如欲申請認購暫定配發予閣下者以外之任何供股股份，必須按隨附之額外供股股份申請表格印列之指示將其填妥及簽署，並連同所申請認購額外供股股份須另行支付之股款，於二零一四年八月八日(星期五)下午四時正前交回本公司之香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有款項須以港元支付，並須以香港之持牌銀行戶口開出之支票或香港之持牌銀行發出之銀行本票支付，且須註明抬頭人為「Applied Development Holdings Limited - Excess Application Account」，並須以「只准入抬頭人賬戶」方式劃線開出。繳款將不會獲發收據。

額外供股股份(如有)將由董事以公平合理切實可行基準酌情分配，惟不足一手之零碎股權將不會獲特別優先考慮以補足其至一手完整買賣單位之股權。進一步詳情請參閱章程。概不保證閣下將獲配發任何閣下已申請之額外供股股份。

支票及銀行本票

所有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(如有)將撥歸本公司所有。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名承讓人交回)，即表示申請人聲明及保證該支票或銀行本票將於首次過戶時兌現。倘任何隨附支票或銀行本票於首次過戶時未能兌現，則本公司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作放棄及予以取消。

股票及退款

待供股之條件達成(或獲豁免，如適用)後，全部繳足股款之供股股份股票預期將由本公司之香港股份過戶登記分處香港中央證券登記有限公司於二零一四年八月十五日(星期五)或之前，以平郵方式寄發予彼等之登記地址，郵誤風險概由彼等自行承擔。

閣下將會就發行予閣下之所有繳足股款供股股份獲發一張股票。

倘合資格股東未獲配發任何額外供股股份，預期於申請時繳交之款項將於二零一四年八月十五日(星期五)或之前以平郵方式全數退還至該合資格股東的登記地址，郵誤風險概由彼等承擔。倘合資格股東獲配發之額外供股股份數目少於所申請者，則申請之餘款預期亦將於二零一四年八月十五日(星期五)或之前以平郵方式退還至彼等的登記地址，郵誤風險概由彼等承擔。

倘包銷商於交收日期下午四時正前行使權利終止其於包銷協議下之責任或倘供股條件未能達成或獲豁免(如適用)，則就接納供股股份所收取之款項將於二零一四年八月十五日(星期五)或之前不計利息以支票方式退還予合資格股東或已獲有效轉讓未繳股款供股股份之該等其他人士(倘為聯名接納人，則為名列首位之人士)，並以平郵方式寄往彼等之登記地址，郵誤風險概由該等申請人承擔。

一般事項

本暫定配額通知書連同(如相關)由獲發本暫定配額通知書之人士所簽署之轉讓及提名表格一經交回，即確有關人士(一名或多名)有權處理暫定配額通知書及收取分拆之暫定配額通知書及/或供股股份合訂單位之股份合訂單位證書。

本暫定配額通知書及所有接納其中所載之要約均須受香港法例監管，並按其詮釋。

如需要提供供股詳情之額外章程，可於本公司香港過戶登記分處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)索取。

倘閣下對供股有任何疑問，請於星期一至星期五(香港公眾假期除外)上午九時正至下午六時正辦公時間內致電股東熱線，電話號碼為(852) 2862 8633。

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、本公司之香港股份過戶登記分處香港中央證券登記有限公司及/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》賦予閣下權利，可確定本公司或本公司之香港股份過戶登記分處香港中央證券登記有限公司是否持有閣下之個人資料，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香港中央證券登記有限公司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的所有要求，應寄往本公司之主要營業地點(香港干諾道中168-200號信德中心招商局大廈34樓3402-3室)或根據適用法律不時通知之地址，並以公司秘書為收件人；或(視情況而定)寄往本公司之香港股份過戶登記分處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)，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
實力建業集團有限公司
主席
洪繼懋
謹啟

二零一四年七月二十五日

*僅供識別