

IMPORTANT

重要提示

THIS PROVISIONAL ALLOTMENT LETTER (THE "PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EXCESS APPLICATION FORM (THE "EAF") EXPIRES AT 4:00 P.M. ON MONDAY, 30 APRIL 2012.

此乃有價值及可轉讓之暫定配額通知書(「暫定配額通知書」)，應即予處理。本文件及隨附之額外申請表格(「額外申請表格」)所載之要約將於二零一二年四月三十日(星期一)下午四時正結束。IF YOU ARE IN ANY DOUBT ABOUT THIS PAL OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES IN THE UNITED LABORATORIES INTERNATIONAL HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

如有任何關於本暫定配額通知書或處理採取的行動有疑問或困難，閣下可立即與閣下全權或部份股份轉讓商(即美國國際控股有限公司(「本公司」))的經紀、應洽閣下股票經紀或其他註冊證券交易所、銀行經理、律師、專業會計師或其他專業顧問。Terms defined in the prospectus issued by the Company dated 16 April 2012 (the "Prospectus") in relation to the Rights Issue shall bear the same meanings when used herein, unless otherwise specified herein or the context otherwise requires.

除本文另有指明或文義另有所指外，本文件所用詞語與本公司招股說明書日期為二零一二年四月十六日之章程(「供股章程」)所界定者具有相同涵義。This PAL, together with a copy of the Prospectus, the EAF and the written consent referred to in the paragraph headed "Expert's Qualification and Consent" in Appendix III to the Prospectus, have been registered by the Registrar of Companies in Hong Kong as required under Section 342C of the Companies Ordinance.

本暫定配額通知書適用於供股章程、額外申請表格及供股章程附錄三「專家資格及同意書」一般所指定之書面同意書。已獲關公司條例第342C條之規定獲香港公司註冊處登記。香港公司註冊處與香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。Subject to the grant of 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 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 on the Stock Exchange or such other date as determined by HKSCC.

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited (the "Stock Exchange") take no responsibility for the contents of this PAL, 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 PAL.

香港交易所及結算有限公司及香港聯合交易所有限公司(「聯交所」)對本暫定配額通知書之內容概不負責，對其準確性或完整性亦無發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。Subject to the grant of 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 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 on the Stock Exchange or such other date as determined by HKSCC.

有關任何買賣或提供服務之交易，均須符合香港結算之證券收據規定。未繳股款及繳足股本之認購股份，自供股股份開始於聯交所買賣當日或香港結算指定之其他日期起，可於中央結算系統寄存、結算及交收。聯交所參與者之關於任何交易之交易交收必須於其後第二個交易日起在中央結算系統進行。所有於中央結算系統進行之活動必須遵照不時生效之《中央結算系統(一般規則)》及《中央結算系統(操作程序規則)》進行。股東須向彼等註冊證券交易所或其他專業顧問諮詢該等安排及該等安排如何影響彼等之權利及利益等事宜。The securities described herein have not been registered under the US Securities Act or the laws of any state in the United States, and may not be offered or sold within the United States, absent registration or an exemption from the registration requirements of the US Securities Act and applicable state laws.

本暫定配額通知書所載證券並未根據美國證券法或美國任何州份的法例登記，亦不會於本文件或未經獲豁免者美國證券法及適用州份法例的登記規定的情況下於美國境內發售或出售。現時將本暫定配額通知書所述任何供股股份部份或任何證券於美國進行登記或於美國進行公開證券發售。本暫定配額通知書所載證券並未根據美國證券法或美國任何州份的法例登記，亦不會於本文件或未經獲豁免者美國證券法及適用州份法例的登記規定的情況下於美國境內發售或出售。現時將本暫定配額通知書所述任何供股股份部份或任何證券於美國進行登記或於美國進行公開證券發售。



The United Laboratories International Holdings Limited
聯邦制藥國際控股有限公司

Share registrar and transfer office:
Computershare Hong Kong Investor Services Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong
股份註冊及過戶登記處：
香港中央證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心17樓
1712-1716號舖

聯 邦 制 藥 國 際 控 股 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: 3933)
(股份代號：3933)

Registered office:
Cricket Square,
Hutchins Drive,
P.O. Box 2681,
Grand Cayman KY1-1111,
Cayman Islands
Principal place of business in
Hong Kong:
6 Fuk Wang Street,
Yuen Long Industrial Estate,
New Territories,
Hong Kong

註冊辦事處：
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY-1111
Cayman Islands

香港主要營業地點：
香港新界
元朗工業村
福宏街6號

RIGHTS ISSUE OF 325,375,000 RIGHTS SHARES AT THE SUBSCRIPTION PRICE OF
HK\$2.21 PER RIGHTS SHARE ON THE BASIS OF 1 RIGHTS SHARE
FOR EVERY 4 EXISTING SHARES HELD ON THE RECORD DATE
BY THE QUALIFYING SHAREHOLDERS
PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN
4:00 P.M. ON MONDAY, 30 APRIL 2012

按合資格股東於記錄日期每持有四股現有股份
供一股供股股份之基準
以每股供股股份2.21港元之認購價
進行325,375,000股供股股份之供股
供股股款須於接納時全數繳足
即不遲於二零一二年四月三十日(星期一)下午四時正前

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

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 Thursday, 12 April 2012 於二零一二年四月十二日(星期四)登記於閣下名下之股份總數
Name(s) and address of the Qualifying Shareholder(s) 合資格股東姓名及地址	Box A 甲欄
	Box B 乙欄
	Box C 丙欄
Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Monday, 30 April 2012 暫定配發予閣下之供股股份數目，股款須不遲於二零一二年四月三十日(星期一)下午四時正前接納時繳足	
Total subscription monies payable 應繳認購股款總額	
HK\$ 港元	

Contact Telephone Number: 聯絡電話號碼:

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated in accordance with its terms. The Sole Underwriter may, by notice in writing to the Company, severd prior to the Latest Time for Termination, rescind or terminate the Underwriting Agreement if: (a) there has been a breach on the part of the Company of any of the warranties set out in the Underwriting Agreement or any other provision of the Underwriting Agreement, or there has been a material breach on the part of any of the Undertaking Shareholders of any provision of the Irrevocable Undertakings; (b) any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the warranties are deemed to be given pursuant to the Underwriting Agreement would have rendered any of the warranties untrue, incorrect or misleading; (c) any statement contained in the Prospectus has become or been discovered to be untrue, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; (d) the Company is required to produce a supplementary prospectus in circumstances where the matter to be disclosed, in the absolute opinion of the Sole Underwriter, prejudicially and materially affects the success of the Rights Issue, or makes or may make it inadvisable or inexpedient to proceed with the Rights Issue; (e) there is any adverse change or prospective adverse change in the results of operations, financial or trading prospects, business, shareholders' equity or in the financial or trading position of the Group taken as a whole, which, in the sole opinion of the Sole Underwriter, is or may be material in the context of the Rights Issue; (f) permission to deal in and listing of all of the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or (g) there has occurred, happened, come into effect any of the following event or circumstances (whether or not foreseeable): (i) any change in, or any event or series of events likely to result in any change in, (whether or not permanent) local, national or international financial, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong, the United States, the European Union or any of its members; or (ii) any event or circumstance in the nature of force majeure (including, without limitation, any act of government, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong, the United States, the European Union or any of its members; or (iii) the declaration of a banking moratorium by the authorities of the PRC, Hong Kong, United States, the European Union or any of its members; or (iv) any moratorium, suspension or restriction on trading in shares or securities generally on the Stock Exchange, the London Stock Exchange, the New York Stock Exchange or NASDAQ; or (v) any suspension of dealings in the Shares for a period of more than one business day or longer (other than pending publication of announcements in respect of the Rights Issue); or (vi) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong or the PRC; the effect of which events or circumstances referred to in paragraph (g) above, individually or in the aggregate (in the sole opinion of the Sole Underwriter after consultation with the Company where reasonably practicable); (1) is or may be materially adverse to, or may prejudicially and materially affect, the Group or its prospects; (2) is or may be material in the context of the Rights Issue, or (3) prejudicially affects or may prejudicially affect the success of the Rights Issue, or makes or may make it inadvisable or inexpedient to proceed with the Rights Issue. If prior to the Latest Time for Termination any notice to rescind or terminate the Underwriting Agreement is given by the Sole Underwriter, the obligations of all parties thereunder shall terminate forthwith and no party will have any claim against any other for costs, damages, compensation or otherwise (save in respect of certain rights or obligations under the Underwriting Agreement including rights of the parties therein in respect of any antecedent breach) if the Sole Underwriter exercises such right, the Rights Issue will not proceed.

獨家包銷商可能發生下列事件時，在最後截止限期前向本公司發出書面通知以解除或終止包銷協議：(a) 本公司違反包銷協議所載的任何保證或擔保的任何其他規定，或對該擔保的任何一項保證構成不可彌補而產生的任何破綻；(b) 發生任何事件或事項，而該事件或事項在日期或時間或就該包銷協議內為不利的期間發生，且該事件或事項導致或可能導致包銷協議失效、不正確或具誤導性；(c) 包銷商在任何方面存在任何重大方面或就該擔保失效、不正確、不完整或具誤導性，或提供服務若在當時受到、已發生或發現了任何事項將構成重大破綻；(d) 本公司須向該獨家包銷商提供，而獨家包銷商可能對其認為在該獨家包銷商或可能對其造成不利或不影響，或令其進行供股事宜可能是不可取或不明的；(e) 本集團業務的經營業務、財務狀況或業務狀況沒有任何不利變動或期間不利的變動，而獨家包銷商方面認為供股事宜或可能受有重大影響的；(f) 聯交所已撤回或停止在港上市或該項供股股份買賣及上市，或(在下列任何事件或情況(不論是否可預見)已經出現、發生、或發生)：(i) 任何有關或可能導致任何不利變動，或任何不利或或或出現任何變動，或任何可能導致多變數的任何事項發生；(ii) 任何有關或可能導致任何不利變動，或任何不利或或或出現任何變動，或任何可能導致多變數的任何事項發生；(iii) 任何有關或可能導致任何不利變動，或任何不利或或或出現任何變動，或任何可能導致多變數的任何事項發生；(iv) 任何有關或可能導致任何不利變動，或任何不利或或或出現任何變動，或任何可能導致多變數的任何事項發生；(v) 任何有關或可能導致任何不利變動，或任何不利或或或出現任何變動，或任何可能導致多變數的任何事項發生；(vi) 任何有關或可能導致任何不利變動，或任何不利或或或出現任何變動，或任何可能導致多變數的任何事項發生。The latest time for acceptance of and payment of the Rights Shares is 4:00 p.m. on Monday, 30 April 2012. The procedure for acceptance or transfer of the Rights Shares are set out in the Prospectus. ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL. YOU MUST LOCK THE PAL INTACT WITH THE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AT SHOPS 1712-1716/F, 17TH FLOOR, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG TOGETHER HEREIN WITH A RECEIPT IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. ON MONDAY, 30 APRIL 2012. ALL REMITTANCES MUST BE MADE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS. 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 "THE UNITED LABORATORIES INTERNATIONAL HOLDINGS LTD - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN.

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/its/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供擬轉讓本暫定配額通知書所列其/彼等全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors
The United Laboratories International Holdings Limited

致: 聯邦制藥國際控股有限公司
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/吾等之供股股份之認購權悉數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)
簽署(所有聯名股東均須簽署)

Date:2012 日期: 二零一二年月日

Ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
有關轉讓 閣下認購供股股份之權利須繳付從價印花稅。

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 Shares has/have been transferred)
(僅供承讓供股股份認購權之人士填寫及簽署)

To: The Directors
The United Laboratories International Holdings Limited

致: 聯邦制藥國際控股有限公司
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 memorandum and articles of association of the Company.
敬啟者:
本人/吾等謹請 閣下將表格甲之乙欄所列之供股股份數目, 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條款, 以及在 貴公司之組織章程大綱及細則規限下, 接納此等供股股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請在本欄內填上「X」號

To be completed in BLOCK letters in ENGLISH in ink.
請用原子筆或墨水筆並以英文正楷填寫。
For Chinese applicant(s), please provide your name(s) in both English and Chinese.
中國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) (if required) 申請人續姓名及/或聯名申請人姓名(如有需要)				
Address in English (Joint applicants should give the address of the first-named applicant only) 英文地址 (聯名申請人只須填報排名首位之申請人之地址)				
Occupation 職業		Telephone number 電話號碼		
Dividend Instructions 股息指示		Bank account number 銀行賬戶號碼		
Name and address of bank 銀行名稱及地址		BANK 銀行	BRANCH 分行	Account 賬戶
	Account type 賬戶類別	For office use only 公司專用		

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:2012 日期: 二零一二年月日

Ad valorem stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.
有關接納 閣下認購供股股份認購權須繳付從價印花稅。

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 ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.
如轉讓可認購供股股份之權利, 每項買賣均須繳付從價印花稅。除以出售形式外, 轉讓或轉讓實益擁有之權益亦須繳付從價印花稅。在以本文件登記轉讓供股股份權益之前, 須出示已繳付從價印花稅之證明。