

Provisional Allotment Letter No.
暫定配額通知書編號

IMPORTANT
重要提示

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") DATED 29 APRIL 2010 ISSUED BY UNITED GENE HIGH-TECH GROUP LIMITED. TERMS DEFINED IN THE PROSPECTUS SHALL BEAR THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

茲與本聯合基因科技集團有限公司於二零一零年四月二十九日刊發之招股章程（「招股章程」）。除文義另有所指外，於招股章程中所用詞語之定義與本文件所採用者相同。

IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THE PROSPECTUS AND THIS DOCUMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. 閣下對招股章程及本文件任何內容如有疑問，應尋求獨立專業意見。

THIS DOCUMENT IS VALUABLE AND NON-TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. 本文件具有價值及不可轉讓，務請 閣下立即處理。

DEALINGS IN THE SHARES AND THE RIGHTS SHARES IN THEIR NIL-PAID FORM AND FULLY-PAID FORM 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. 股份及未繳足股款供股股份之買賣可透過中央結算系統進行交易，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 DOCUMENTS SPECIFIED IN THE PARAGRAPH HEADED "DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES" IN APPENDIX IV TO THE PROSPECTUS, HAS BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES IN HONG KONG AS REQUIRED BY SECTION 342C OF THE COMPANIES ORDINANCE (CHAPTER 32 OF THE LAWS OF HONG KONG). THE REGISTRAR OF COMPANIES IN HONG KONG AND THE SFC TAKE NO RESPONSIBILITY FOR THE CONTENTS OF ANY OF THESE DOCUMENTS.

HONG KONG EXCHANGES AND CLEARING LIMITED, THE STOCK EXCHANGE AND HKSCC TAKE NO RESPONSIBILITY FOR THE CONTENTS OF THE PROSPECTUS DOCUMENTS, MAKE NO REPRESENTATION AS TO THEIR 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 THE PROSPECTUS DOCUMENTS. 香港交易及結算所有限公司、聯交所及香港結算對招股章程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，並表明概不會就因招股章程文件之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。

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均獲准於聯交所上市及買賣，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，由未繳股款及繳足股款供股股份自於聯交所開始買賣日期或由香港結算可能指定之有關其他日期起，可在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交易之交收須於其後之第二個交易日於中央結算系統內進行。所有中央結算系統內之活動均依據不時有效之中央結算系統一般規則及中央結算系統運作程序進行。



UNITED GENE HIGH-TECH GROUP LIMITED

聯合基因科技集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 399)

(股份代號：399)

RIGHTS ISSUE

IN THE PROPORTION OF ONE RIGHTS SHARE

FOR EVERY EXISTING SHARE HELD ON THE RECORD DATE

PAYABLE IN FULL ON ACCEPTANCE

BY NO LATER THAN 4.00 P.M. ON THURSDAY, 13 MAY 2010

按於記錄日期每持有一股

現有股份獲發一股供股股份之比例供股

股款最遲須於二零一零年五月十三日（星期四）下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Branch share registrar in Hong Kong:

Tricor Tengis Limited

26th Floor

Tesbury Centre

28 Queen's Road East

Wanchai, Hong Kong

香港股份過戶登記處：

卓佳登捷時有限公司

香港灣仔

皇后大道東28號

金鐘匯中心

26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

Principal place of business

in Hong Kong:

Rooms No. 1405-1406

Harbour Centre

No. 25 Harbour Road

Wanchai

Hong Kong

香港主要營業地點：

香港灣仔

港灣道25號

1405-1406室

Thursday, 29 April 2010

二零一零年四月二十九日（星期四）

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

合資格股東姓名及地址

	<p>Box A 甲欄</p>
	<p>Box B 乙欄</p>
	<p>Box C 丙欄 HKS 港元</p>

Total number of Shares registered in your name(s) on Tuesday, 27 April 2010

於二零一零年四月二十七日（星期二）登記於 閣下名下之股份總數

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. Thursday, 13 May 2010.

暫定配發予 閣下之供股股份數目，股款最遲須於二零一零年五月十三日（星期四）下午四時正接納時繳足。

Total subscription monies payable (Rounded down to 2 decimal points)

應繳認購款項總額（調低至兩個小數點）

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 REGISTRAR, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY NOT LATER THAN 4:00 PM. ON THURSDAY, 13 MAY 2010. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND MUST BE FORWARDED EITHER BY 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 "UNITED GENE HIGH-TECH GROUP 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.

閣下如欲接納此供股股份之暫定配額，必須將本文件與部份相同之港元繳足以上列內欄所示之全數款項，不遲於二零一零年五月十三日（星期四）下午四時正送交過戶處。所有款項須以港元繳付，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。所有該等支票或銀行本票須註明抬頭人為「UNITED GENE HIGH-TECH GROUP LIMITED - RIGHTS ISSUE ACCOUNT」，並須以「只收抬頭人支票」方式填明抬頭人。有關轉讓及分析之指示載於背頁。有關款項不會獲收據。

TERMINATION OF THE UNDERWRITING AGREEMENT

UNDER THE UNDERWRITING AGREEMENT, GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) SHALL BE ENTITLED BY NOTICE IN WRITING TO THE COMPANY TERMINATE THE UNDERWRITING AGREEMENT ON OR BEFORE THE LATEST TIME FOR TERMINATION IF PRIOR TO THE LATEST TIME FOR TERMINATION, ANY OF THE FOLLOWING HAPPENS, WHICH IN THE REASONABLE OPINION OF GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) ACTING IN GOOD FAITH, THE SUCCESS OF THE RIGHTS ISSUE WOULD BE MATERIALLY AND ADVERSELY AFFECTED BY:

- (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 WHICH MAY IN THE REASONABLE OPINION OF GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) MATERIALLY AND ADVERSELY AFFECT THE BUSINESS OR THE FINANCIAL OR TRADING POSITION OR PROSPECTS OF THE GROUP AS A WHOLE. OR
- (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 OR CONTINUING BEFORE, AND/OR AFTER THE DATE OF THE UNDERWRITING AGREEMENT, OF A POLITICAL, FINANCIAL, ECONOMIC CURRENCY, MARKET OR OTHER NATURE (WHETHER OR NOT EJUSDEM GENERIS WITH ANY OF THE FOREGOING), OR IN THE NATURE OF ANY LOCAL, NATIONAL OR INTERNATIONAL OBSCURE OR ESCALATION OF HOSTILITIES OR ARMED CONFLICT, OR AFFECTING LOCAL SECURITIES MARKETS WHICH MAY IN THE REASONABLE OPINION OF GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) MATERIALLY AND ADVERSELY AFFECT THE BUSINESS OR THE FINANCIAL OR TRADING POSITION OR PROSPECTS OF THE GROUP AS A WHOLE. OR
- (3) ANY MATERIAL ADVERSE CHANGE IN THE BUSINESS OR IN THE FINANCIAL OR TRADING POSITION OR PROSPECTS OF THE GROUP AS A WHOLE. OR
- (4) ANY ACT OF GOD, WAR, RIOT, PUBLIC DISORDER, CIVIL COMMOTION, FIRE, FLOOD, EXPLOSION, EPIDEMIC, TERRORISM, STRIKE OR LOCK-OUT WHICH WOULD, IN THE REASONABLE OPINION OF GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) MATERIALLY AND ADVERSELY AFFECT THE BUSINESS OR THE FINANCIAL OR TRADING POSITION OR PROSPECTS OF THE GROUP AS A WHOLE. OR

IF THE UNDERWRITING AGREEMENT IS TERMINATED BY GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) ON OR BEFORE THE LATEST TIME FOR TERMINATION OR DOES NOT BECOME UNCONDITIONAL, THE UNDERWRITING AGREEMENT SHALL TERMINATE (GIVE IN RESPECT OF ANY RIGHTS AND OBLIGATIONS WHICH MAY ACCRUE UNDER THE UNDERWRITING AGREEMENT PRIOR TO SUCH TERMINATION) AND THE RIGHTS ISSUE WILL NOT PROCEED AND NEITHER THE COMPANY NOR GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) SHALL HAVE ANY CLAIM AGAINST THE OTHER PARTY FOR COSTS, DAMAGES, COMPENSATION OR OTHERWISE IN CONNECTION WITH THE UNDERWRITING AGREEMENT.

倘若本招股章程根據最後終止時間之前發生任何下列情況，大德投資（代表包銷商）有權在招股章程終止之前向本公司發出書面通知終止包銷協議。大德投資（代表包銷商）秉持忠誠態度，合理認為供股之成功將受下列各項重大不利影響：

- (1) 當開採任何新條例，或現有法律或規則（或其司法詮釋）有任何變動或發生任何性質之事件，而大德投資（代表包銷商）合理認為，該事件可能對本集團整體業務或財務狀況或前景產生重大不利影響；或
- (2) 當地、國家或國際發生任何政治、金融、經濟質素、協理或其他性質之事件或變動，無論是否構成或包括招股日期之前及／或之後發生，或持票之一連串事件或變動之一部分，及無論是否與上述同一類、或當地、國家或國際對銀行或金融機構突擊或升級，或影響當地證券市場，而大德投資（代表包銷商）合理認為，這可能對本集團整體業務或財務狀況或前景產生重大不利影響；或
- (3) 本集團整體業務或財務狀況或前景發生任何重大不利變動；或
- (4) 任何天災、戰爭、暴動、流行病或公共衛生、瘟疫、傳染病、火災、水災、爆炸、恐怖活動、罷工或封鎖，而大德投資（代表包銷商）合理認為，其對本集團整體業務或財務狀況或前景產生重大不利影響。

倘若大德投資（代表包銷商）在最後終止時間之前終止包銷協議或包銷協議並無成為無條件，則包銷協議將告終止（惟於有關終止前包銷協議產生之任何權利及責任除外），而供股將不會進行，且本公司及大德投資（代表包銷商）不得就與包銷協議有關之成本、損失、賠償或其他情況向另一方提出任何索償。

IF GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) EXERCISES THE RIGHT TO TERMINATE OR RESCIND THE UNDERWRITING AGREEMENT OR IF ALL THE CONDITIONS OF THE RIGHTS ISSUE ARE NOT FULFILLED OR WAIVED, 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 IN THE ORDINARY POST AT THE RISK OF SUCH QUALIFYING SHAREHOLDERS TO THE REGISTERED ADDRESS OR SUCH OTHER PERSONS ON OR BEFORE THURSDAY, 20 MAY 2010.

倘大德投資（代表包銷商）行使權利終止或撤銷包銷協議或所有供股條件未能達成或獲豁免，則就此供股股份所收之股款將於二零一零年五月二十日（星期四）或之前（計利息以支票方式或轉讓未繳股款供股股份之款等）其他人士（倘為聯名接納人，則為名列首位人士），並以平郵方式寄發至彼等之登記地址，郵誤風險概由該等合資格股東或該等名列首位人士自行承擔。

SHARES HAVE BEEN DEALT WITH AN EX-RIGHTS BASIS FROM TUESDAY, 20 APRIL 2010. DEALINGS IN THE RIGHTS SHARES IN THEIR NIL-PAID FORM WILL TAKE PLACE FROM MONDAY, 3 MAY 2010 TO MONDAY, 10 MAY 2010 (BOTH DAYS INCLUSIVE). IF GRAND INVESTMENT (FOR AND ON BEHALF OF THE UNDERWRITERS) TERMINATES THE UNDERWRITING AGREEMENT OR ALL THE CONDITIONS OF THE RIGHTS ISSUE ARE NOT FULFILLED OR WAIVED, THE RIGHTS ISSUE WILL NOT PROCEED. ANY SHAREHOLDERS OR OTHER PERSONS CONTEMPLATING SELLING OR PURCHASING SHARES AND/OR RIGHTS SHARES IN THEIR NIL-PAID FORM UP TO THE DATE WHEN THE CONDITIONS OF THE RIGHTS ISSUE ARE FULFILLED (WHICH IS EXPECTED TO BE AT 4:00 PM ON TUESDAY, 18 MAY 2010) WILL ACCORDINGLY BEAR THE RISK THAT THE RIGHTS ISSUE COULD NOT BECOME UNCONDITIONAL AND MAY NOT PROCEED. ANY SHAREHOLDERS OR OTHER PERSONS CONTEMPLATING ANY DEALINGS IN THE SHARES OR THE RIGHTS SHARES IN THEIR NIL-PAID FORM ARE RECOMMENDED TO CONSULT THEIR OWN PROFESSIONAL ADVISERS.

股份已自二零一零年四月二十日（星期二）起按除權基準買賣。未繳股款之供股股份將自二零一零年五月三日（星期三）至二零一零年五月十日（星期三）（包括首尾兩天）進行買賣。倘大德投資（代表包銷商）終止包銷協議，或所有供股之條件未能達成或獲豁免，供股將不會進行。故此，於接獲或接獲條件之日（預期為二零一零年五月十八日（星期二）下午四時正）前，擬出售或購買股份之股東／或未繳股款供股股份之任何股東或其他人士將承擔供股不一定成為無條件及不一定進行之風險。擬買賣股份或未繳股款供股股份之股東或其他人士應諮詢其後等之專業顧問。



UNITED GENE HIGH-TECH GROUP LIMITED

聯合基因科技集團有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 399)

29 April 2010

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the "Prospectus") dated 29 April 2010 issued by United Gene High-Tech Group Limited. Terms defined in the Prospectus have the same meanings herein unless the context indicates otherwise.

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 Shares for every one existing Share registered in your name on the register of members of the Company as at the Record Date (i.e. Tuesday, 27 April 2010). Your holding of the existing 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 not be available for excess applications.

The Rights Shares, when allotted and fully paid, will rank *pari passu* in all respects with the Shares then in issue, including the right to receive all future dividends and distributions which may be declared, made or paid by reference to a record date falling after the date of allotment of the Rights Issue.

The Prospectus Documents have not been and will not be registered and/or filed under any securities or equivalent legislation of any jurisdictions other than the applicable laws in Hong Kong. Accordingly, no action has been taken to permit the Rights Issue in any territory outside Hong Kong. No person receiving the Prospectus or a Provisional Allotment Letter in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy itself/himself/herself, before acquiring any rights to subscribe for the provisionally allotted 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. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation 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

Under the Underwriting Agreement, Grand Investment (for and on behalf of the Underwriters) shall be entitled by notice in writing to the Company terminate the Underwriting Agreement on or before the Latest Time for Termination if prior to the Latest Time for Termination, any of the following happens, which in the reasonable opinion of Grand Investment (for and on behalf of the Underwriters) acting in good faith, the success of the Rights Issue would be materially and adversely affected by:

- (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 which may in the reasonable opinion of Grand Investment (for and on behalf of the Underwriters) materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
- (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 or continuing before, and/or after the date of the Underwriting Agreement, of a political, financial, economic currency, market or other nature (whether or not *ejusdem generis* with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of Grand Investment (for and on behalf of the Underwriters) materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
- (3) any material adverse change in the business or in the financial or trading position or prospects of the Group as a whole; or
- (4) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the reasonable opinion of Grand Investment (for and on behalf of the Underwriters) materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole,

If the Underwriting Agreement is terminated by Grand Investment (for and on behalf of the Underwriters) on or before the Latest Time for Termination or does not become unconditional, the Underwriting Agreement shall terminate (save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination) and the Rights Issue will not proceed and neither the Company nor Grand Investment (for and on behalf of the Underwriters) shall have any claim against the other party for costs, damages, compensation or otherwise in connection with the Underwriting Agreement.

PROCEDURES FOR ACCEPTANCE AND PAYMENT OF THE RIGHTS SHARES

A Provisional Allotment Letter is enclosed with the Prospectus which entitles you to accept any number of Rights Shares allocated to you based on your shareholding as at the Record Date. If you are a Qualifying Shareholder and you wish to subscribe for any number of Rights Shares in your assured entitlement of Rights Shares to which you are entitled, you must complete, sign and lodge the Provisional Allotment Letter in accordance with the instructions printed thereon, together with remittance for the aggregate subscription price in respect of such number of Rights Shares you have accepted with the Registrar by not later than 4:00 p.m. on Thursday, 13 May 2010. **All remittance must be made in Hong Kong dollars and cheques or cashier's orders must be drawn on a bank account in Hong Kong and made payable to "United Gene High-Tech Group Limited – Rights Issue 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 Provisional Allotment Letter to the transferee(s) or 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 Registrar, so as to be received by no later than 4:00 p.m. on Thursday, 13 May 2010. All remittances must be 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 "United Gene High-Tech Group Limited – Rights Issue Account" and crossed "Account Payee Only". It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer your rights to more than one person, the original Provisional Allotment Letter must be surrendered by no later than 4:30 p.m. on Wednesday, 5 May 2010 to the Registrar, which 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 Registrar after 9:00 a.m. on the second business day after your surrender of the original Provisional allotment letter.

CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interest earned on such monies 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 warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company, the Company reserves the right to reject any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements given pursuant to which will be deemed to have been declined and will be cancelled. The amount tendered for subscription, in full without interest, will be sent by ordinary post at your own risk to your registered addresses, or other persons entitled thereto, on or before Thursday, 20 May 2010.

SHARE CERTIFICATES AND REFUND (IF ANY)

It is expected that the share certificates for the fully-paid Rights Shares will be posted by the Registrar to those entitled thereto by ordinary post at their own risk to their registered addresses on or before Thursday, 20 May 2010.

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

If Grand Investment (for and on behalf of the Underwriters) exercises the right to terminate or rescind the Underwriting Agreement or if all the conditions of the Rights Issue are not fulfilled or waived, 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 in the ordinary post at the risk of such Qualifying Shareholders to the registered address or such other persons on or before Thursday, 20 May 2010.

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 Registrar.

Yours faithfully,
For and on behalf of
United Gene High-Tech Group Limited
Qin Yilong
Chairman



UNITED GENE HIGH-TECH GROUP LIMITED

聯合基因科技集團有限公司

(於開曼群島註冊成立之有限公司)
(股份代號：399)

敬啟者：

茲提述聯合基因科技集團有限公司於二零一零年四月二十九日刊發之供股章程（「供股章程」）。除文義另有所指外，於供股章程中所用詞語之定義與本函件所採用者相同。

根據隨本文件寄發予合資格股東之供股章程內所載之條款及條件，董事已按於記錄日期（即二零一零年四月二十七日（星期二））在本公司股東名冊登記於閣下名下每一股現有股份獲配發一(1)股供股股份之比例，向閣下暫定配發供股股份。閣下於記錄日期時所持有之現有股份數目列於甲欄，而暫定配發予閣下之供股股份數目則列於乙欄。

任何已暫定配發但不獲接納之供股股份，均不得作出額外申請認購。

供股股份於配發及繳足股款後將在各方面與當時已發行股份享有同等權益，包括有權收取參照記錄日期為供股配發日期後宣派、作出或派付之一切股息及分派。

除香港適用法例以外，章程文件並無亦不會根據任何司法權區之證券法或對等法例登記及／或存檔。因此，並無就供股於香港以外任何地區獲得准許而辦理任何手續。除非在該地區毋須遵守任何登記規定或其他法律或監管規定可合法進行建議或邀請，否則任何香港以外地區接獲供股章程或暫定配額通知書之人士，概不得視之為申請認購供股股份之建議或邀請。香港以外之人士如有意申請認購供股股份，則須自行遵守一切有關地區之法例及監管規定（包括取得任何政府或其他認可及支付當地之有關稅項及徵費），方可獲得認購暫定配發供股股份之權利。倘本公司認為任何認購供股股份之申請會違反任何司法權區之適用證券法或其他法例或規例，則本公司有權拒絕受理有關申請。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

根據包銷協議，倘若於最後終止時間之前發生任何下列情況，大唐投資（代表包銷商）有權於最後終止時間或之前向本公司發出書面通知終止包銷協議，大唐投資（代表包銷商）秉持忠誠態度，合理地認為供股之成功將受下列各項重大及不利影響：

- (1) 當局制定任何新規例，或現有法律或規例（或其司法詮釋）有任何變動或發生任何性質之事件，而大唐投資（代表包銷商）合理認為，該事件可能對本集團整體業務或財務或貿易狀況或前景產生重大不利影響；或
- (2) 當地、國家或國際發生任何政治、金融、經濟貨幣、市場或其他性質之事件或變動（無論是否構成於包銷協議日期之前及／或之後發生、或持續之一連串事件或變動之一部分，及無論是否與上述同一類）或當地、國家或國際敵對行動或武裝衝突爆發或升級，或影響當地證券市場，而大唐投資（代表包銷商）合理認為，這可能對本集團整體業務或財務或貿易狀況或前景產生重大不利影響；或
- (3) 本集團整體業務或財務或貿易狀況或前景發生任何重大不利變動；或
- (4) 任何天災、戰爭、暴動、擾亂公共秩序、群眾騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或封鎖，而大唐投資（代表包銷商）合理認為，其將對本集團整體業務或財務或貿易狀況或前景產生重大不利影響。

倘若大唐投資（代表包銷商）於最後終止時間或之前終止包銷協議或包銷協議並無成為無條件，則包銷協議將告終止（惟於有關終止前根據包銷協議產生之任何權利及責任除外），而供股將不會進行，且本公司及大唐投資（代表包銷商）不得就與包銷協議有關之成本、損失、賠償或其他情況而向另一方提出任何索償。

接納供股股份及繳付股款之手續

供股章程隨附一份暫定配額通知書，閣下有權據此接納任何根據閣下於記錄日期之股權獲分配之供股股份數目。倘閣下屬合資格股東且欲按閣下有權享有之供股股份份額配額認購任何數目之供股股份，則閣下必須按照暫定配額通知書上印備之指示填妥及簽署該等暫定配額通知書，並須不遲於二零一零年五月十三日（星期四）下午四時正，將暫定配額通知書連同閣下所接納供股股份數目之認購價總額之股款，一併呈交過戶處。所有股款必須以港元支付，而支票或銀行本票必須由香港之銀行戶口開出，並須註明抬頭人為「United Gene High-Tech Group Limited – Rights Issue Account」並以「只准入抬頭人賬戶」劃線方式開出。

轉讓

閣下如欲將全部可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二零一零年五月十三日（星期四）下午四時正前送達過戶處。所有股款須以港元支付，支票須在香港持牌銀行賬戶開出，而銀行本票須由一間香港持牌銀行發出，並以「只准入抬頭人賬戶」方式劃線開出，並註明抬頭人為「United Gene High-Tech Group Limited – Rights Issue Account」。敬請留意，閣下將可認購有關供股股份之權利轉讓予承讓人時須支付印花稅，而承讓人接納有關權利時亦須支付印花稅。

分拆

閣下如擬接納部份暫定配額，或轉讓根據暫定配額通知書獲暫定配發之部份可認購供股股份權利，或向超過一名人士轉讓所持權利，則必須於二零一零年五月五日（星期三）下午四時三十分前將原有暫定配額通知書交回過戶處，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之暫定配額通知書後第二個營業日上午九時正後在過戶處辦事處領取。

支票及銀行本票

全部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，則本公司保留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，該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。認購時所付款項將全數不計利息於二零一零年五月二十日（星期四）或之前以平郵方式按登記地址寄予閣下或其他有權收取款項之人士，郵誤風險由閣下承擔。

股票及退款（如有）

預期繳足股款供股股份之股票將於二零一零年五月二十日（星期四）或之前由過戶處以平郵方式寄予有權收取股票之人士之登記地址，郵誤風險概由彼等承擔。

閣下將會就發行予閣下之所有供股股份獲發一張股票。

倘大唐投資（代表包銷商）行使權利終止或撤銷包銷協議或倘所有供股條件未能達成或獲豁免，則就接納供股股份所收取之股款將二零一零年五月二十日（星期四）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，郵誤風險概由該等合資格股東或該等其他人士承擔。

一般事項

將本暫定配額通知書連同（如適用者）已由獲發本暫定配額通知書之人士簽署之轉讓及提名表格一併交回，即已確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆供股後之暫定配額通知書及／或供股股份股票。

本暫定配額通知書及任何接納本通知書所載之建議均受香港法例監管，並按其詮釋。

載有供股詳情之供股章程可向過戶處索取。

此致
列位合資格股東 台照

代表
聯合基因科技集團有限公司
主席
秦義龍
謹啟

二零一零年四月二十九日

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，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在本文件所指之任何供股股份轉讓權登記之前，須出示已繳付從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION

Form B
表格乙

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／彼等全部認購供股股份之權利之合資格股東填寫及簽署)

To: The Directors
United Gene High-Tech Group Limited
致：聯合基因科技集團有限公司
列位董事 台照

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日期：_____, 2010

Stamp duty of HK\$5.00 and ad valorem stamp duty are payable by the transferor(s) if this form is completed.
填妥此表格後，轉讓人須支付5.00港元之印花稅及支付從價印花稅。

REGISTRATION APPLICATION FORM

Form C
表格丙

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)
(僅供已獲轉讓可認購供股股份之權利之人士填寫及簽署)

To: The Directors
United Gene High-Tech Group Limited
致：聯合基因科技集團有限公司
列位董事 台照

Dear Sirs and Madams,

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 and the Articles of Association of the Company.

敬啟者：

本人／吾等謹請 閣下將表格甲中乙欄所列數目之供股股份登記於本人／吾等名下，本人／吾等同意按照本暫定配額通知書及隨附之供股章程所載之條款，並在 貴公司之公司組織章程大綱及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

To be completed in block letters in **ENGLISH**. Joint applicants should give the address of the first-named applicant only.
請用英文大楷填寫。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 names of joint applicant(s) 申請人續姓名 及／或聯名申請人姓名			
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日期：_____, 2010

Ad valorem stamp duty is 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。