

**Execution Version**

Dated 8 July 2016

**WAI YUEN TONG MEDICINE HOLDINGS LIMITED**

**and**

**KINGSTON SECURITIES LIMITED**

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**SUPPLEMENTAL AGREEMENT**

to an

**UNDERWRITING AGREEMENT**

**DATED 5 JULY 2016 IN RELATION TO A PROPOSED RIGHTS ISSUE BY  
WAI YUEN TONG MEDICINE HOLDINGS LIMITED**

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**REED SMITH RICHARDS BUTLER**

20/F, Alexandra House

16-20 Chater Road

Central

Hong Kong

Ref: PHYWONG/OWONG/273252.00003

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**THIS SUPPLEMENTAL AGREEMENT** is made on 8 July 2016

**BETWEEN:**

- (1) **WAI YUEN TONG MEDICINE HOLDINGS LIMITED**, an exempted company incorporated in Bermuda with limited liability whose registered office is at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (the "**Company**");
- (2) **KINGSTON SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability whose registered office is situated at Suite 2801, 28/F., One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (the "**Underwriter**").

(together, the "**Parties**" and each a "**Party**")

**WHEREAS:**

- (A) on 5 July 2016, the Company and the Underwriter entered into an underwriting agreement in relation to a proposed rights issue by the Company in relation to the issue of not less than 948,857,166 rights shares and not more than 949,013,133 rights shares on the basis of three (3) rights shares for every one (1) existing share of the Company held on record date ("**Underwriting Agreement**"); and
- (B) the Parties are desirous to amend the Underwriting Agreement on terms as set out in this Supplemental Agreement.

In consideration of the other Party agreeing to enter into this Supplemental Agreement, IT IS HEREBY AGREED AS FOLLOWS:-

**1. INTERPRETATION**

- (A) In this Supplemental Agreement, including the recitals hereto, terms defined in the Underwriting Agreement have the same meanings when used herein.
- (B) In this Supplemental Agreement, unless the context otherwise requires, any reference to a "Clause" or an "Annexure" is a reference to a clause or an annexure to the Underwriting Agreement and, unless otherwise indicated, a reference to a Clause includes all the sub-Clauses of that Clause.
- (C) In this Supplemental Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.
- (D) In this Supplemental Agreement, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provision of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions, and references to time are to Hong Kong time.

2. VARIATION

(A) The Company and the Underwriter unconditionally and irrevocably agree with effect from the date hereof and without affecting the parties' rights, obligations and liabilities accrued prior thereto that:

(i) The definition of "Special Deal" in Clause 1 of the Underwriting Agreement shall be deleted in its entirety the following definition shall be added in Clause 1 of the Underwriting Agreement:

"Whitewash Waiver" a waiver to be granted by the Executive pursuant to Note 1 on dispensation from Rule 26 of the Takeovers Code in respect of the obligation of WOG to make a general offer for all the issued Shares not already owned or agreed to be acquired by WOG and parties acting in concert with it which may otherwise arise as a result of the subscription of the Rights Shares by members of the WOG Group pursuant to the WOG Irrevocable Undertaking

(ii) Clauses 2.1(i) of the Underwriting Agreement shall be deleted in its entirety and replaced with the following:

"(i) the passing of all the necessary resolution(s) by the Shareholders (or where applicable, the Independent Shareholders) at the SGM approving and confirming:

- (a) the Rights Issue and the transactions contemplated thereunder and authorising the Directors to allot and issue the Rights Shares(in their nil-paid and fully paid-forms) ;
- (b) the acquisition of the CAP Bond by the Company; and
- (c) the Whitewash Waiver,

each in accordance with the Bye-laws, the Listing Rules and the Takeovers Code."

(iii) Clause 2.1(iii) of the Underwriting Agreement shall be deleted in its entirety and replaced with the following:

"(iii) [*INTENTIONALLY LEFT BLANK*]"

3. **OTHER PROVISIONS**

- (A) Save for the amendments set out in this Supplemental Agreement, all the terms and conditions, representations, warranties, covenants and undertakings set forth in the Underwriting Agreement shall be unchanged and remain valid, binding and subsisting in all respects.
- (B) Clauses 14 to 21 of the Underwriting Agreement are incorporated into this Supplemental Agreement *mutatis mutandis*.

IN WITNESS WHEREOF this Supplemental Agreement has been entered into the day and year first above written.

**THE COMPANY**

SIGNED by )  
 )  
for and on behalf of )  
 )  
**WAI YUEN TONG MEDICINE** )  
**HOLDINGS LIMITED** )  
 )  
in the presence of: )

**THE UNDERWRITER**

SIGNED by *WONG Hip Keung, Jimmy* )  
 )  
for and on behalf of )  
 )  
**KINGSTON SECURITIES LIMITED** )  
 )  
in the presence of: *Alan Wang* )  
*Au Wang* )

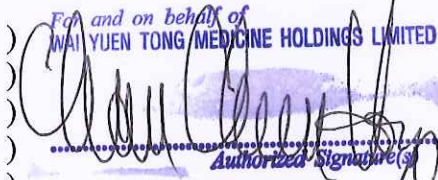
*Wong Hip Keung*

IN WITNESS WHEREOF this Supplemental Agreement has been entered into the day and year first above written.

**THE COMPANY**

**SIGNED** by  
Mr. CHAN Chun Hong, Thomas  
for and on behalf of  
**WAI YUEN TONG MEDICINE  
HOLDINGS LIMITED**

in the presence of:

) For and on behalf of  
) WAI YUEN TONG MEDICINE HOLDINGS LIMITED  
)   
) .....  
) Authorized Signature(s)  
)  
)  
)

**THE UNDERWRITER**

**SIGNED** by  
for and on behalf of  
**KINGSTON SECURITIES LIMITED**

in the presence of:

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