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**SUPPLEMENTAL AGREEMENT
IN CONNECTION WITH THE DISCLOSEABLE AND CONNECTED
TRANSACTION RELATING TO THE ACQUISITION OF
THE SALE SHARES**

The Board would like to announce that on 4 May 2017 (after trading hours), the Vendors, the Purchaser and the Target entered into a Supplemental Agreement to amend and supplement certain terms of the Acquisition Agreement. Pursuant to the Supplemental Agreement, the Vendors shall guarantee to the Purchaser that the Net Profit of the Target Group for FY2017 shall not be less than HK\$11 million and that for FY2017 and FY2018 shall not be less than HK\$24 million in aggregate; and Mr. Choi Man Shing, the chairman and an executive director of the Company, shall undertake not to sell, transfer or dispose of his shareholding in the Company as at the date of the Acquisition Agreement for a period of 2 years from Completion, subject to the terms and conditions of the Supplemental Agreement.

The Acquisition is subject to the fulfillment of a number of conditions precedent under the Acquisition Agreement. As the Acquisition may or may not proceed, the Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

Reference is made to the announcement of Vincent Medical Holdings Limited (the “**Company**”) dated 12 April 2017 in relation to, among other things, the discloseable and connected transaction in relation to the Acquisition of the Sale Shares (including the issue of the Consideration Shares pursuant to the Specific Mandate) (the “**Announcement**”). Unless otherwise stated, capitalized terms and expressions used herein shall have the same meanings as those defined in the Announcement.

On 4 May 2017 (after trading hours), the parties to the Acquisition Agreement, namely, the Vendors, the Purchaser (a direct wholly-owned subsidiary of the Company) and the Target entered into a supplemental agreement to the Acquisition Agreement (the “**Supplemental Agreement**”), pursuant to which the parties agreed to amend and supplement the Acquisition Agreement to the following effects:–

- (1) The Vendors shall irrevocably guarantee to the Purchaser that the net profit attributable to the equity shareholders of the Target (in the ordinary course of business and excluding profits and losses arising from merger and acquisition) under the consolidated audited accounts of the Target Group (the “**Net Profit of the Target Group**”): (i) for the year ending 31 December 2017 (“**FY2017**”), shall not be less than HK\$11 million; and (ii) for the two years ending 31 December 2018 (“**FY2017 and FY2018**”), shall not be less than HK\$24 million in aggregate.
- (2) In the event that the actual Net Profit of the Target Group for FY2017 is less than the guaranteed amount of HK\$11 million, the Vendors shall forthwith pay to the Purchaser in cash, a sum equal to the difference between the guaranteed amount and the actual Net Profit of the Target Group (the “**1st Shortfall**”), on a pro-rata basis as to their respective shareholdings in the Target as at the date of the Acquisition Agreement.
- (3) In the event that the aggregate Net Profit of the Target Group for FY2017 and FY2018 is less than the guaranteed amount of HK\$24 million, the Vendors shall forthwith pay to the Purchaser in cash, a sum equal to the difference between the guaranteed amount and the actual aggregate Net Profit of the Target Group, which can be offset by the amount of the 1st Shortfall, if any, on a pro-rata basis as to their respective shareholdings in the Target as at the date of the Acquisition Agreement.
- (4) The Purchaser shall procure Mr. Choi Man Shing (“**Mr. Choi**”), the chairman and executive Director of the Company to provide, upon Completion, a letter of undertaking of not to during the period of 2 years from Completion, (a) offer, pledge, sell, contract to sell, grant, lend, or dispose of any Shares or any interest therein held by Mr. Choi or with respect to which Mr. Choi has beneficial ownership as at the date of the Acquisition Agreement (the “**Existing Shares**”); (b) enter into any swap or other arrangement that transfers to another, in whole or in

part, any of the economic consequences of ownership of the Existing Shares, whether any such transaction described in sub-clause (a) or (b) above is to be settled by delivery of the Existing Shares or any part thereof, in cash or otherwise; or (c) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any of the Existing Shares.

The Board (excluding the independent non-executive Directors who shall provide their views after taking into account the advice of the Independent Financial Adviser) considers that the terms of the Supplemental Agreement are fair and reasonable and the entering into of the Supplemental Agreement is in the interests of the Company and the Shareholders as a whole.

Save for the amendments as disclosed above, all other principal terms in the Acquisition Agreement as disclosed in the Announcement shall remain in full force and effect.

The Acquisition is subject to the fulfillment of a number of conditions precedent under the Acquisition Agreement. As the Acquisition may or may not proceed, the Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

By Order of the Board
Vincent Medical Holdings Limited
Choi Man Shing
Chairman and Executive Director

Hong Kong, 4 May 2017

As at the date of this announcement, the Board comprises Mr. Choi Man Shing, Mr. To Ki Cheung, Mr. Koh Ming Fai and Mr. Fu Kwok Fu as executive Directors, Ms. Liu Pui Ching, Mr. Amir Gal Or, Mr. Poon Lai Yin Michael (alternate to Mr. Amir Gal Or) and Mr. Guo Pengcheng as non-executive Directors, and Mr. Chan Ling Ming, Mr. Mok Kwok Cheung Rupert, Mr. Au Yu Chiu Steven and Prof. Yung Kai Leung as independent non-executive Directors.