Yestar International Holdings Company Limited
巨星國際控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2393)

ANNOUNCEMENT

AMENDMENTS TO SUBSCRIPTION AGREEMENTS AND FURTHER INFORMATION ON THE SUBSCRIPTION

Reference is made to the announcement of Yestar International Holdings Company Limited (the "**Company**") dated 29 June 2015 in relation to signing of the Subscription Agreements between the Company and each of the Subscribers (the "**Announcement**"). Capitalized terms used herein shall have the same meanings as defined in the Announcement.

AMENDMENTS TO THE SUBSCRIPTION AGREEMENTS

Long Stop Date

The Company and the Subscribers have agreed to a revised term under the Subscription Agreements as follows:

The term is originally defined as: "Long Stop Date" means the first Business Day which falls four months after the date of the Subscription Agreement or such other date as the Parties may agree in writing.

is now amended as: "Long Stop Date" means the first Business Day which falls twenty-one days after the date of the Subscription Agreement or such other date as the Parties may agree in writing.

Delay Completion of the Subscription

Taking into account the amendment to the definition of Long Stop Date, the Company, Worldwide Healthcare Trust PLC, OrbiMed Global Healthcare Master Fund, L.P., Vivo VII Galaxy Investment Limited and China Asset Management Co., Ltd. have also agreed to revise the respective term as set out below:

The term under the Subscription agreement among the Company, Worldwide Healthcare Trust PLC and OrbiMed Global Healthcare Master Fund, L.P. is originally agreed as: "Subject to the fulfilment or waiver of the above-mentioned conditions set out under the paragraph headed "Completion of the Subscription", the Completion shall take place at the principal place of business of the Company in Hong Kong at 9: 00 a.m. Hong Kong time on the later of the fifteenth business day after the date of the Subscription Agreement or the third business day following the date on which the last in time of the conditions precedent shall have been satisfied or waived in accordance with the Subscription Agreement. The Completion shall take place concurrently with the Completion of the Subscription by Vivo VII Galaxy Investment Limited."

is now amended as: "Subject to the fulfilment or waiver of the above-mentioned conditions set out under the paragraph headed "Completion of the Subscription" in the Announcement, the Completion shall take place at the principal place of business of the Company in Hong Kong at 9:00 a.m. Hong Kong time on the later of the twenty first day after the date of the Subscription Agreement or the third business day following the date on which the last in time of the conditions precedent shall have been satisfied or waived in accordance with the Subscription Agreement. The Completion shall take place concurrently with the Completion of the Subscription by Vivo VII Galaxy Investment Limited."

The term under the Subscription agreement between the Company and Vivo VII Galaxy Investment Limited originally agreed as: "Subject to the fulfilment or waiver of the above-mentioned conditions set out under the paragraph headed "Completion of the Subscription", the Completion shall take place at the principal place of business of the Company in Hong Kong at 9: 00 a.m. Hong Kong time on the later of the fifteenth business day after the date of the Subscription Agreement or the third business day following the date on which the last in time of the conditions precedent shall have been satisfied or waived in accordance with the Subscription Agreement. The Completion shall take place concurrently with the Completion of the Subscription by Worldwide Healthcare Trust PLC and OrbiMed Global Healthcare Master Fund, L.P."

is now amended as: "Subject to the fulfilment or waiver of the above-mentioned conditions set out under the paragraph headed "Completion of the Subscription" in the Announcement, the Completion shall take place at the principal place of business of the Company in Hong Kong at 9:00 a.m. Hong Kong time on the later of the twenty first day after the date of the Subscription Agreement or the third business day following the date on which the last in time of the conditions precedent shall have been satisfied or waived in accordance with the Subscription Agreement. The Completion shall take place concurrently with the Completion of the Subscription by Worldwide Healthcare Trust PLC and OrbiMed Global Healthcare Master Fund, L.P."

The term under the Subscription agreement between the Company and China Asset Management Co., Ltd. originally agreed as: "Subject to the fulfilment or waiver of the above-mentioned conditions set out under the paragraph headed "Completion of the Subscription", the Completion shall take place at the principal place of business of the Company in Hong Kong at 9: 00 a.m. Hong Kong time on the later of the twenty first business day after the date of the Subscription Agreement or the third business day following the date on which the last in time of the conditions precedent shall have been satisfied or waived in accordance with the Subscription Agreement."

is now amended as: "Subject to the fulfilment or waiver of the above-mentioned conditions set out under the paragraph headed "Completion of the Subscription" in the Announcement, the Completion shall take place at the principal place of business of the Company in Hong Kong at 9:00 a.m. Hong Kong time on the later of the twenty first day after the date of the

Subscription Agreement or the third business day following the date on which the last in time of the conditions precedent shall have been satisfied or waived in accordance with the Subscription Agreement."

Save for the above, other terms and conditions of the Subscription Agreements remain unchanged.

FURTHER INFORMATION ON THE SUBSCRIPTION

Subscribers

To the best of the Directors' knowledge, information and belief, six of the Subscribers are owned and/or controlled by three entities (the "Entities"). While the Subscribers owned and/or controlled by each of the Entities are connected with each other, each of the Entities and the remaining 12 Subscribers are independent and not connected with each other. Immediately after Completion of the Subscription, (i) none of the Subscribers on an individual basis will become a substantial shareholder of the Company; and (ii) none of the Entities, taking into account the aggregate shareholding held by the relevant Subscribers, will become a substantial shareholder of the Company.

Public Float

Based on information available to the Company and within the knowledge of the Directors, the Company will remain maintaining the prescribed public float of at least 25% under the Rule 8.08(1)(a) of the Listing Rules. Immediately after the Completion of the Subscription, the public float of the Company will be approximately 39.34%.

Use of Proceeds

The aggregate gross and net proceeds from the Subscription will be approximately HK$961,200,000 and approximately HK$938,677,971, respectively. The Company intends to use the net proceeds of the Subscription for the following purpose:

- Approximately HK$769,715,936 (representing 82% of the aggregate net proceeds) will be used for the purpose of financing part of the consideration for the Acquisition;
- Approximately HK$140,801,696 (representing 15% of the aggregate net proceeds) will be used for the purpose of possible future potential acquisition; and
- Approximately HK$28,160,339 (representing 3% of the aggregate net proceeds) will be used for the purpose of increasing the general working capital purpose.

By Order of the Board
Yestar International Holdings Company Limited
巨星國際控股有限公司
Hartono James
Chairman, CEO and Executive Director

Hong Kong, 30 June 2015

As at the date of this announcement, the executive Directors are Mr. Hartono James, Ms. Wang Ying, Mr. Chan To Keung, Ms. Wang Hong, Ms. Zhang Qi and Ms. Heng Yinmei; and the independent non-executive Directors are Dr. Hu Yiming, Mr. Karsono Tirtamarta (Kwee Yoe Chiang) and Mr. Sutikno Liky.

In case of any inconsistency, the English text of this announcement shall prevail over the Chinese text.