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Golden Meditech Holdings Limited

金衛醫療集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code : 00801)

INSIDE INFORMATION:

**TERMINATION OF MAJOR TRANSACTION
IN RELATION TO KKR CN ACQUISITION
AND
OPTION UNDERTAKING FROM A CONNECTED PERSON
IN RELATION TO A POTENTIAL GRANT OF CALL OPTION TO
THE COMPANY TO ACQUIRE THE KKR CN**

Financial Adviser to the Company

AMASSE CAPITAL
寶 積 資 本

Reference is made to the announcement of the Company dated 4 May 2015 in relation to the KKR CN Acquisition.

THE TERMINATION AGREEMENT

On 26 August 2015 (after trading hours), the Company entered into the Termination Agreement with the KKR Vendor, pursuant to which the parties thereunder agreed to terminate the KKR CN Agreement.

In connection with the Termination Agreement, the Voting Deed has also been terminated in accordance with a termination deed dated 26 August 2015 entered into among Mr. Kam, Bio Garden and the KKR Vendor.

THE KKR SPV SHARES AGREEMENT

On 26 August 2015 (after trading hours), Magnum 2 entered into the KKR SPV Shares Agreement with the KKR Vendor, pursuant to which Magnum 2 agreed to acquire and the KKR Vendor agreed to sell the KKR SPV Shares, representing the entire issued share capital of the KKR SPV. Prior to the entry of the KKR SPV Shares Agreement, the KKR CN has been transferred by the KKR Vendor to the KKR SPV. As at the date of this announcement, the sole asset held by the KKR SPV is the KKR CN.

Completion of the sale and purchase of the KKR SPV Shares has already taken place on the KKR SPV Shares Completion Date (i.e. 26 August 2015). As a result, the KKR CN is ultimately owned by Mr. Kam through Magnum 2 and the KKR SPV as at the date of this announcement.

THE OPTION UNDERTAKING

Pursuant to the Option Undertaking dated 26 August 2015 (after trading hours), Mr. Kam has undertaken to the Company that subject to the satisfaction of the Granting Conditions, Mr. Kam shall procure the KKR SPV to enter into the Option Deed whereby the KKR SPV would grant the Company (or its nominee(s)) the Call Option at nil consideration to acquire the KKR CN and (where applicable) the CCBC Convertible Shares issued upon exercise of the KKR CN at a consideration equivalent to the aggregate of (i) KKR SPV Shares Acquisition Price and (ii) the KKR Additional Payment (if any) on the first business day immediately after the satisfaction of the Granting Conditions or a later date which the Company considers appropriate at its sole discretion provided that such date must fall within 3 months after satisfaction of the Granting Conditions.

THE OPTION DEED AND THE POTENTIAL LISTING RULES IMPLICATIONS

The grant of the Call Option contemplated by the Option Undertaking, if occurs, will be on the proposed terms and conditions of the Option Deed.

As no premium or consideration will be payable by the Grantee for the acquisition of the Call Option, it is expected that the entering into the Option Deed (if occurs) itself would not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules. The exercise of the Call Option (if occurs) may constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

The KKR SPV is indirectly owned by a connected person of the Company, namely Mr. Kam by virtue of him being a Director and a substantial shareholder of the Company. Accordingly, the KKR SPV (being an associate of Mr. Kam) is also a connected person of the Company as at the date of this announcement immediately after completion of the KKR SPV Shares Agreement. Assuming that the Option Deed is entered into and the KKR SPV is a connected person of the Company at the date of the Option Deed, the acquisition of the Call Option under the Option Deed would constitute a connected transaction of the Company but would be fully exempt from the independent shareholders' approval, annual review and all disclosure requirements since no premium or consideration will be payable by the Grantee for the acquisition of the Call Option and would therefore qualify as a de minimis transaction under Rule 14A.76(1). The exercise of the Call Option (if occurs) would also constitute a connected transaction of the Company under Chapter 14A of the Listing Rules.

In the event that the Company (or its nominee) enters into the Option Deed and exercise the Call Option, the Company will comply with the applicable requirements under the Listing Rules.

This announcement is made by the Company pursuant to Rule 13.09(2)(a) of the Listing Rules and the Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

Reference is made to the announcement of the Company dated 4 May 2015 in relation to the KKR CN Acquisition.

THE TERMINATION AGREEMENT

On 26 August 2015 (after trading hours), the Company entered into the Termination Agreement with KKR Vendor, pursuant to which the parties thereunder agreed to terminate the KKR CN Agreement. To the best knowledge of the Directors, information and belief having made all reasonable enquiries, the KKR Vendor and its ultimate beneficial owners are third parties independent of and not connected with the Company and its connected persons.

To the best of the Directors' knowledge, information and belief and based on the information available as at the date of this announcement, the Board is of the view that the termination of the KKR CN Agreement will not have any adverse material impact on the business, operations or financial position of the Group.

In connection with the Termination Agreement, the Voting Deed has also been terminated in accordance with a termination deed dated 26 August 2015 entered into among Mr. Kam, Bio Garden and the KKR Vendor.

THE KKR SPV SHARES AGREEMENT

On 26 August 2015 (after trading hours), Magnum 2 entered into the KKR SPV Shares Agreement with the KKR Vendor pursuant to which Magnum 2 agreed to acquire and the KKR Vendor agreed to sell the KKR SPV Shares, representing the entire issued share capital of the KKR SPV. Prior to the entry into of the KKR SPV Shares Agreement, the KKR CN has been transferred by the KKR Vendor to the KKR SPV. As at the date of this announcement, the sole asset held by the KKR SPV is the KKR CN.

The KKR SPV Shares Acquisition Price shall be the aggregate of:

- (i) US\$13,300,000 (equivalent to approximately HK\$103,075,000);
- (ii) the product of the Base Acquisition Price and the total number of the CCBC Conversion Shares upon full exercise of the KKR CN as of the KKR SPV Shares Completion Date; and
- (iii) (x) the total amount of interest accrued but unpaid on 50% of the principal amount of the KKR CN during the period from 27 April 2015 to the KKR SPV Shares Completion Date and (y) the total amount of interest accrued but unpaid on 50% of the principal amount of the KKR CN for the period from 27 April 2015 to the Second Payment Date (as defined below).

The KKR SPV Shares Acquisition Price shall be paid in two tranches, the first of which has already been paid on the KKR SPV Shares Completion Date. In accordance with the KKR SPV Shares Agreement, the second tranche of the KKR SPV Shares Acquisition Price (the “**Second Payment**”), shall be paid on or before 28 October 2015 (the “**Second Payment Date**”).

Pursuant to the KKR SPV Shares Agreement, Magnum 2 and the KKR Vendor agreed that if the Final Acquisition Price is higher than the Base Acquisition Price, Magnum 2 shall, promptly upon completion of the CCBC Shares Acquisition, pay to the KKR Vendor an amount (the “**KKR Additional Payment**”) to be calculated as follows:-

KKR Additional Payment = (Final Acquisition Price — Base Acquisition Price) x
total number of the CCBC Conversion Shares upon
full exercise of the KKR CN as of the KKR SPV
Shares Completion Date

In accordance with the KKR SPV Shares Agreement, Magnum 2 has entered into a share charge (“**Share Charge**”) with the KKR Vendor on the date of this announcement, pursuant to which the KKR SPV Shares were charged to the KKR Vendor to secure Magnum 2’s performance of its obligations under, among others, the KKR SPV Shares Agreement and the Share Charge.

Completion of the sale and purchase of the KKR SPV Shares has already taken place on the KKR SPV Shares Completion Date (i.e. 26 August 2015). As a result, the KKR CN is ultimately owned by Mr. Kam through Magnum 2 and the KKR SPV as at the date of this announcement.

OPTION UNDERTAKING

Pursuant to the Option Undertaking dated 26 August 2015 (after trading hours), Mr. Kam has undertaken to the Company that subject to the satisfaction of the conditions specified thereunder (“**Granting Conditions**”), Mr. Kam shall procure the KKR SPV to enter into the Option Deed whereby the KKR SPV would grant the Company (or its nominee(s)) the Call Option at nil consideration to acquire the KKR CN and (where applicable) the CCBC Conversion Shares issued upon exercise of the KKR CN at a consideration equivalent to the aggregate of (i) KKR SPV Shares Acquisition Price and (ii) the KKR Additional Payment (if any) on the first business day immediately after satisfaction of the Granting Conditions or a later date which the Company considers appropriate at its sole discretion provided that such date must fall within 3 months after satisfaction of the Granting Conditions.

The Granting Conditions are:

- (a) completion of the sale of the KKR SPV Shares contemplated by the KKR SPV Shares Agreement having occurred;
- (b) the Second Payment having been paid; and
- (c) the security created under the Share Charge and (if any) other security documents created (or to be created) in accordance with the KKR SPV Shares Agreement having been fully discharged or released.

As at the date of this announcement, only the Granting Condition referred to in (a) above has been fulfilled.

THE OPTION DEED AND THE POTENTIAL LISTING RULES IMPLICATIONS

The grant of the Call Option contemplated by the Option Undertaking, if occurs, will be on the proposed terms and conditions of the Option Deed. A summary of the principal terms of the Option Deed is set out below:

- (a) the KKR SPV would grant to the Grantee the Call Option pursuant to which the Grantee may (but not obliged to), by giving a written notice (“**Call Notice**”), require KKR SPV or its nominee(s) to sell to the Grantee (or its nominee(s) as it may direct) any part or all of the KKR CN and/or (where applicable) any or all of the CCBC Conversion Shares issued upon exercise of the KKR CN for a consideration equivalent to the aggregate of (i) the KKR SPV Shares Acquisition Price and (ii) the KKR Additional Payment (if any), such option to be exercisable by the Grantee at any time during the period of 12 months from the date of the Option Deed;
- (b) no premium or consideration shall be payable by the Grantee for granting of the Call Option by the KKR SPV; and
- (c) if the Grantee exercises the Call Option, the parties shall complete the sale and purchase of the KKR CN and/or (where applicable) any or all of the CCBC Conversion Shares issued upon exercise of the KKR CN within ninety (90) days after the date of the Call Notice (or such longer period as the Grantee may determine at its sole discretion).

As no premium or consideration will be payable by the Grantee for the acquisition of the Call Option, it is expected that the entering into the Option Deed (if occurs) itself would not constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules. The exercise of the Call Option (if occurs) may constitute a notifiable transaction of the Company under Chapter 14 of the Listing Rules.

The KKR SPV is indirectly owned by a connected person of the Company, namely Mr. Kam by virtue of him being a Director and a substantial shareholder of the Company. Accordingly, the KKR SPV (being an associate of Mr. Kam) is also a connected person of the Company as at the date of this announcement immediately after completion of the KKR SPV Shares Agreement. Assuming that the Option Deed is entered into and the KKR SPV is a connected person of the Company at the date of the Option Deed, the acquisition of the Call Option under the Option Deed would constitute a connected transaction of the Company but would be fully exempt from the independent shareholders’ approval, annual review and all disclosure requirements since no premium or consideration will be payable by the Grantee for

the acquisition of the Call Option and would therefore qualify as a de minimis transaction under Rule 14A.76(1). The exercise of the Call Option (if occurs) would also constitute a connected transaction of the Company under Chapter 14A of the Listing Rules.

In the event that the Company (or its nominee) enters into the Option Deed and exercise the Call Option, the Company will comply with the applicable requirements under the Listing Rules.

REASONS FOR ENTERING INTO THE TERMINATION AGREEMENT

Reference is made to the announcement of the Company dated 4 May 2015 in relation to the KKR CN Acquisition. According to the said announcement, for the purpose of fulfilling the conditions precedent under the KKR CN Agreement, among others, the Company shall use reasonable best efforts to hold the EGM on or before 31 August 2015, but in any case the EGM shall be held no later than 14 October 2015, subject to the terms and conditions of the KKR CN Agreement.

Having considered the following matters:

- (i) there is no assurance that the time constraint for completion of the KKR CN Acquisition as stated under the KKR CN Agreement could be met as the Company is still in the process of finalising the circular in respect of, among others, the KKR CN Agreement and the transactions contemplated;
- (ii) the CCBC Conversion Shares upon full exercise of the KKR CN represent a significant portion (being approximately 18.99% on a fully diluted basis) to the share capital of CCBC as enlarged by the CCBC Conversion Shares upon full exercise of all the Sale CNs; and
- (iii) subject to the satisfaction of the Granting Conditions, the Company has the right to enter into the Option Deed and, subject to the terms of the Option Deed, acquire the KKR CN from the KKR SPV at the price equivalent to total price payable by Magnum 2 under the KKR Shares Agreement, which commensurates with the consideration that would have been payable by the Company under the KKR CN Agreement,

in order to facilitate and maintain flexibility for the CCBC Shares Acquisition and the possible acquisition of the KKR CN in the future, the Termination Agreement was entered into and the Option Undertaking was given accordingly. Based on the information available to the Company as at the date of this announcement, it is estimated that the total price payable for the KKR CN Acquisition is approximately US\$159.9 million (equivalent to approximately HK\$1,239.2 million) before accrued

interest, distribution and additional payment (if any) whereas the total price payable for the KKR SPV Shares Acquisition is also approximately US\$159.9 million (equivalent to approximately HK\$1,239.2 million) before accrued interest and KKR Additional Payment (if any).

Taking into consideration of the above, the Directors consider that the terms of the Termination Agreement and the associated arrangement, namely the Option Undertaking and the potential grant of the Call Option are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Upon completion of the KKR SPV Shares Acquisition and assuming full conversion of all the Sale CNs, the aggregate beneficial interests in CCBC as owned by the Company, Magnum and Magnum 2, both of which are wholly-owned by Mr. Kam, would be approximately 51.73% as further set out in the section headed “SHAREHOLDING STRUCTURE OF CCBC” below.

Notwithstanding the termination of the KKR CN Agreement, the acquisitions of the Magnum CN and the CGL CN (together with the CCBC Shares owned by CGL) as announced in the announcement of the Company dated 8 May 2015 will continue to proceed. The Company is in the course of preparing the circular in this regard and is expected to despatch the circular on or before 15 September 2015 as announced in the announcement of the Company dated 6 August 2015.

INFORMATION ON THE GROUP

The Group is China’s leading integrated-healthcare device and service operator, and the first medical device enterprise that was publicly listed outside of the PRC on the Stock Exchange. The Group is involved in five different businesses, namely (i) the medical devices business; (ii) the cord blood storage business, which is listed, through the Company’s subsidiary, CCBC, on the NYSE; (iii) the hospital management business; (iv) the medical insurance administration business; and (v) the Chinese herbal medicine business.

INFORMATION ON MAGNUM 2

Magnum 2 is a company incorporated in the BVI with limited liability and an investment holding company. As at the date of this announcement, Magnum 2 is wholly-owned by Mr. Kam, being (i) an executive Director and chairman of the Company; and (ii) a shareholder, a director and the chairman of CCBC.

INFORMATION ON THE KKR VENDOR

Brilliant China Healthcare Investment Limited (formerly known as KKR China Healthcare Investment Limited), an exempted company with limited liability incorporated in the Cayman Islands affiliated with KKR China Growth Fund L.P., is a PRC focused fund managed by Kohlberg Kravis Roberts & Co L.P., a global investment firm publicly traded on the New York Stock Exchange.

INFORMATION ON THE KKR SPV

Excellent China Healthcare Investment Limited is an exempted company with limited liability incorporated in the Cayman Islands. Upon completion of the sale and purchase of the KKR SPV Shares that has already taken place on the KKR SPV Shares Completion Date (i.e. 26 August 2015), The KKR SPV is ultimately owned by Mr. Kam through Magnum 2 as at the date of this announcement.

INFORMATION ON CCBC

CCBC is a company incorporated in the Cayman Islands with limited liability whose shares are listed on the NYSE. CCBC is the first and largest umbilical cord blood banking operator in terms of geographical coverage in the PRC and is the only cord blood banking operator with multiple licenses in the PRC. CCBC provides cord blood collection, testing, hematopoietic stem cell processing and stem cells storage services.

SHAREHOLDING STRUCTURE OF CCBC

As at the date of this announcement, there are 80,083,248 issued and outstanding CCBC Shares, of which the Company indirectly holds 30,681,266 CCBC Shares, representing approximately 38.31% of the entire issued and outstanding share capital of CCBC.

Set out below is the shareholding structure of CCBC (i) as at the date of this announcement; and (ii) assuming full exercise of the Sales CNs:-

	As at the date of this announcement		Assuming full exercise of all the Sale CNs	
	No. of shares	Approximate %	No. of shares	Approximate %
The Company (Note 1)	30,681,266	38.31	30,681,266	25.44
Magnum (Note 2)	—	—	8,809,020	7.30
Magnum 2 (Note 2)	—	—	22,903,454	18.99
CGL	7,314,015	9.13	16,123,035	13.37
Kent C. McCarthy (Note 3)	10,648,946	13.30	10,648,946	8.83
Public shareholders	<u>31,439,021</u>	<u>39.26</u>	<u>31,439,021</u>	<u>26.07</u>
Total	<u>80,083,248</u>	<u>100.00</u>	<u>120,604,742</u>	<u>100.00</u>

Notes:

- (1) These 30,681,266 CCBC Shares are held by Golden Meditech Stem Cells (BVI) Company Limited, a wholly-owned subsidiary of the Company.
- (2) Both Magnum and Magnum 2 are wholly-owned by Mr. Kam.
- (3) These 10,648,946 CCBC Shares includes (i) 6,670,000 CCBC Shares held by Jayhawk Private Equity Fund II, L.P.; (ii) 1,858,291 CCBC Shares held by JCF CO LF, L.P.; (iii) 1,308,901 CCBC Shares held by JHAB Fund II, LLC; (iv) 226,754 CCBC Shares held by McCarthy Family SD LLC; (v) 300,000 CCBC Shares held by 7-2010 GRAT 5 under Kent C. McCarthy GRAT Tr Dtd 4-23-2010 (“GRAT 5”); and (vi) 285,000 CCBC Shares held by 7-2010 GRAT 6 under Kent C. McCarthy GRAT Tr Dtd 4-23-2010 (“GRAT 6”). Mr. McCarthy is the manager of Jayhawk Private Equity, LLC. Jayhawk Private Equity, LLC is the general partner of Jayhawk Private Equity GP II, L.P.. Jayhawk Private Equity GP II, L.P. is the general partner of Jayhawk Private Equity Fund II, L.P.. Mr. McCarthy is also the manager of Jayhawk Capital Management, L.L.C., which is the general partner of JCF CO LF, L.P. and the manager of JHAB Management II, LLC, which is the manager of JHAB Fund II, LLC. Mr. McCarthy also has indirect investment control over the CCBC Shares owned by McCarthy Family SD, LLC and being the beneficiary of GRAT 5 and GRAT 6.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Base Acquisition Price”	US\$6.40 per CCBC Share
“Bio Garden”	Bio Garden Inc., a company incorporated in the British Virgin Islands with limited liability which is wholly-owned by certain discretionary trusts of which Mr. Kam was the founder
“Board”	the board of Directors
“BVI”	the British Virgin Islands
“Call Option”	the proposed call option to acquire any part or all of the KKR CN and/or (where applicable) any or all of the CCBC Conversion Shares issued upon exercise of the KKR CN to be granted by the KKR SPV to the Company (or its nominee) pursuant to the Option Deed
“CCBC”	China Cord Blood Corporation, a company incorporated in the Cayman Islands with limited liability, a non wholly-owned subsidiary of the Company and whose shares are listed on the NYSE
“CCBC Conversion Share(s)”	new CCBC Share(s) to be issued upon exercise of any of the KKR CN, Magnum CN and CGL CN, as the case maybe, at the conversion price of US\$2.838 per CCBC Conversion Share
“CCBC Group”	CCBC and its direct and indirect subsidiaries
“CCBC Share(s)”	ordinary share(s) of US\$0.0001 per share in the share capital of CCBC
“CCBC Shares Acquisition”	the proposed acquisition by the Company or one of its controlled affiliates of the outstanding CCBC Shares not currently owned by the Company or its controlled affiliates pursuant to a merger of CCBC with a controlled affiliate of the Company, resulting in a delisting of CCBC from the NYSE

“CGL”	Cordlife Group Limited, a company incorporated under the laws of Singapore with limited liability and whose shares are listed on the Singapore Exchange Securities Trading Limited
“CGL CN”	the 7% senior convertible note issued by CCBC due October 2017 in an aggregate outstanding principal amount of US\$25,000,000 convertible into the CCBC Conversion Shares owned by CGL
“Company”	Golden Meditech Holdings Limited, a company incorporated in the Cayman Islands with limited liability and whose shares are listed on the main board of the Stock Exchange
“connect person(s)”	has the bearing ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“EGM”	the extraordinary general meeting of the Company previously proposed to be held and convened for the purpose of considering and, if thought fit, approving the KKR CN Agreement and the transactions contemplated thereunder
“Final Acquisition Price”	the sum of (i) the consideration per CCBC Share paid to holders of CCBC Shares upon completion of the CCBC Shares Acquisition pursuant to the definitive agreements of the CCBC Shares Acquisition (including any amendments thereto, if any) and (ii) the amount per CCBC Share of all dividends or distributions declared or paid to such holders after the KKR SPV Shares Completion Date and prior to the closing of the CCBC Shares Acquisition
“Grantee”	grantee of the Call Option, being the Company or its nominee
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC

“KKR CN”	the 7% senior convertible notes issued by CCBC to the KKR Vendor back in April 2012 which is due April 2017 in an aggregate outstanding principal amount of US\$65,000,000 convertible into the CCBC Conversion Shares
“KKR CN Acquisition”	the proposed acquisition of the KKR CN by the Company pursuant to the KKR CN Agreement
“KKR CN Agreement”	the conditional sale and purchase agreement dated 4 May 2015 and entered into between the Company and the KKR China Healthcare Investment Limited in respect of the KKR CN Acquisition
“KKR SPV”	Excellent China Healthcare Investment Limited, an exempted company with limited liability incorporated in the Cayman Islands
“KKR SPV Shares”	the entire issued share capital of the KKR SPV
“KKR SPV Shares Acquisition”	the acquisition of the KKR SPV Shares by Magnum 2 pursuant to the KKR SPV Shares Agreement
“KKR SPV Shares Acquisition Price”	the consideration for the KKR SPV Shares Acquisition pursuant to the KKR SPV Shares Agreement
“KKR SPV Shares Agreement”	the conditional sale and purchase agreement dated 26 August 2015 and entered into between the KKR Vendor and Magnum 2 in respect of the KKR SPV Shares Acquisition
“KKR SPV Shares Completion Date”	26 August 2015, being the completion date for the KKR SPV Shares Acquisition
“KKR Vendor”	Brilliant China Healthcare Investment Limited (formerly known as KKR China Healthcare Investment Limited), an exempted company with limited liability incorporated in the Cayman Islands , the owner of the KKR SPV Shares
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

“Magnum”	Magnum Opus International Holdings Limited, a company incorporated under the laws of the BVI with limited liability which is wholly-owned by Mr. Kam
“Magnum 2”	Magnum Opus 2 International Holdings Limited, a company a company incorporated under the laws of the BVI with limited liability which is wholly-owned by Mr. Kam
“Magnum CN”	the 7% senior convertible note issued by CCBC due October 2017 in an aggregate outstanding principal amount of US\$25,000,000 convertible into the CCBC Conversion Shares owned by Magnum
“Mr. Kam”	Mr. Kam Yuen, an executive Director and chairman of the Company
“NYSE”	the New York Stock Exchange, Inc. or any successor thereto
“Option Deed”	the proposed option deed between the KKR SPV as grantor and the Company as grantee whereby the KKR SPV shall grant the Call Option to the Company (or its nominee)
“Option Undertaking”	the letter of undertaking dated 26 August 2015 executed by Mr. Kam in favour of the Company, pursuant to which Mr. Kam undertakes to procure the KKR SPV to grant the Call Option to the Company subject to the terms and conditions thereunder
“PRC”	the People’s Republic of China, and for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region of the PRC and Taiwan
“Sale CNs”	the CGL CN, the KKR CN and the Magnum CN
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Termination Agreement”	the termination agreement dated 26 August 2015 entered into between the Company and the KKR Vendor in respect of the termination of the KKR CN Agreement

“US\$”	United States dollars, the lawful currency of the United States of America
“Voting Deed”	the voting deed dated 4 May 2015 entered into between Mr. Kam, Bio Garden and KKR China Healthcare Investment Limited, pursuant to which Mr. Kam undertook to procure the voting by Bio Garden, and Bio Garden undertook to vote, all of Shares held by it in favour of the KKR CN Acquisition at the EGM, to the maximum extent legally possible
“%”	per cent

Unless specified otherwise, conversion of US\$ into HK\$ is based on the exchange rate of US\$1.00 to HK\$7.75. The exchange rates have been used, where applicable, for the purpose of illustration only and do not constitute a representation that any amounts were or may have been exchanged at this or any other rates or at all.

By Order of the Board
Golden Meditech Holdings Limited
KAM Yuen
Chairman

Hong Kong, 26 August 2015

As at the date of this announcement, the Board comprises 9 Directors. The executive Directors are Mr. Kam Yuen (Chairman), Mr. Kong Kam Yu and Mr. Yu Kwok Kuen, Harry; the non-executive Directors are Ms. Zheng Ting and Mr. Gao Yue; and the independent non-executive Directors are Prof. Cao Gang, Mr. Feng Wen, Prof. Gu Qiao and Mr. Daniel Foa.