

THIS SUPPLEMENTAL AGREEMENT is made as of 10 April 2017

BETWEEN:-

- (1) **MIN XIN HOLDINGS LIMITED 閩信集團有限公司**, whose registered office is at 17th Floor, Fairmont House, 8 Cotton Tree Drive, Central, Hong Kong (the “**Company**”); and
- (2) **VIGOUR FINE COMPANY LIMITED 貴信有限公司**, whose registered office is at 1703, 17th Floor, Fairmont House, 8 Cotton Tree Drive, Central, Hong Kong (“**Vigour Fine**” or the “**Underwriter**”).

BACKGROUND:

WHEREAS the parties hereto had on 17 March 2017 entered into an underwriting agreement (the “**Underwriting Agreement**”).

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Unless otherwise defined, capitalised terms used in this Agreement shall have the same meanings as those defined under the Underwriting Agreement.
2. The parties to this Agreement hereby agree that, with immediate effect, this Agreement amends and supplements the Underwriting Agreement and shall be construed as one with the Underwriting Agreement such that:
 - (a) any reference in this Agreement to the Underwriting Agreement shall (save where the context otherwise requires) mean the Underwriting Agreement as amended by this Agreement; and
 - (b) all references in the Underwriting Agreement to “this Agreement” shall, where applicable, be deemed to refer to the Underwriting Agreement as varied or supplemented by this Agreement.
3. The parties to this Agreement hereby agree that, with immediate effect:
 - 3.1 The following definitions shall replace the corresponding definitions in Clause 1.1 of the Underwriting Agreement:

“Final Acceptance Date”

means 2 June 2017 or such other date as the Company and the Underwriter may agree in writing;

“Posting Date”

means 18 May 2017 or such other date as the Company and the Underwriter may agree in writing;

“Record Date”

means 17 May 2017 or such other date as the Company and the Underwriter may agree in writing;”

- 3.2 Clause 2.1(f) of the Underwriting Agreement is deleted in its entirety and replaced with the following:

“(f) the Listing Committee of the Stock Exchange having granted (subject only to provisional allotment and/or allotment of the Rights Shares, the posting of the Prospectus and despatch of certificates in respect of the Rights Shares and any other matters which are agreed between the Company and the Underwriter) the listing of and permission to deal in the Rights Shares (both nil-paid and fully-paid forms) on the Stock Exchange, in each case no later than the first day of dealing thereof and such listing and permission to deal not being revoked prior to 4.00 p.m. on the third Business Day after the Final Acceptance Date;”

- 3.3 Clause 2.2 of the Underwriting Agreement is deleted in its entirety and replaced with the following:

“**Conditions not satisfied:** None of the Conditions shall be waived. If any of the Conditions are not fulfilled at or before 5:00 p.m. on 7 June 2017 (or such other date as the Company and the Underwriter may agree in writing), or shall become incapable of being fulfilled on or before such time or date, this Agreement may be terminated by the Underwriter by written notice to the Company, in which case Clause 11.1 shall apply.”

- 3.4 Paragraph 1(b) of Schedule 1 of the Underwriting Agreement is deleted in its entirety and replaced with the following:

“(b) one certified copy of the minutes of one or more meetings of the Directors (or a duly constituted committee thereof) approving the Rights Issue, authorising the entry by the Company into this Agreement (and the performance by it of the terms hereof) and the release of the Announcement, and authorising the publication of a notice of the closure of the Register of Members from 11 May 2017 to 17 May 2017 (both days inclusive) or such other dates as the parties may agree.”

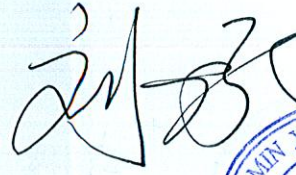
4. Save where expressly amended by this Agreement, the Underwriting Agreement shall remain in full force and effect in accordance with its terms.

5. The Parties agree that the following clauses in the Underwriting Agreement shall apply, *mutatis mutandis*, to this Agreement as if expressly set out in this Agreement:

- (a) clause 14 (General);
- (b) clause 15 (Further Assurances); and
- (c) clause 18 (Governing Law and Jurisdiction).

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED BY MR LIU CHENG)
for and on behalf of)
MIN XIN HOLDINGS LIMITED)
in the presence of:)



Name : CHAN Kwong Yu
Address : 17/F, Fairmont House
8 Cotton Tree Drive
Central, Hong Kong
Occupation :



SIGNED BY MR LIU CHENG)
for and on behalf of)
VIGOUR FINE COMPANY LIMITED)
in the presence of:)



Name : GUO Xiang
Address : 17/F, Fairmont House
8 Cotton Tree Drive
Central, Hong Kong
Occupation :

