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Yestar Healthcare Holdings Company Limited

巨星醫療控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2393)

US\$197,864,523 9.5% SENIOR NOTES DUE 2026 PROPOSED OFFSHORE DEBT RESTRUCTURING

This announcement is made by Yestar Healthcare Holdings Company Limited (the “**Issuer**” and together with its subsidiaries, the “**Group**”) pursuant to Rule 13.09(1) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and the inside information provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

THE PROPOSED DEBT RESTRUCTURING

The proposed restructuring of the existing liabilities outstanding under the 9.5% senior notes due 2026 issued by the Issuer in the principal amount of US\$194,506,648 (the “**Notes**”) is intended to be implemented by way of a Cayman Scheme (the “**Restructuring**”).

The Cayman Scheme will be structured as a compromise between, among others, the Issuer and the persons who hold a beneficial interest in the Notes at the Record Time, in exchange for and with effect from receipt of, among other things, the Redemption Amount to be effected through the Cayman Scheme.

THE RESTRUCTURING SUPPORT AGREEMENT

The Board is pleased to announce that on 30 November 2023, a restructuring support agreement (the “**RSA**”), to which a term sheet with respect to the terms of the Restructuring is annexed (the “**Term Sheet**”), was signed by, among others, the Issuer and certain subsidiaries within the Group. An ad-hoc group of holders (the “**Noteholder Committee**”) and other supporting holders of the Notes representing, in aggregate, approximately 47.8% of the aggregate outstanding principal amount of the Notes have, as at the date of this announcement, signed and acceded to the RSA with a view to, among other things, support and facilitate the Restructuring, the Cayman Scheme and all other transactions contemplated under or in connection with the RSA and/or the Restructuring (the “**Proposed Transactions**”).

COMPLETION OF THE PROPOSED TRANSACTIONS IS SUBJECT TO THE FULFILMENT OF VARIOUS CONDITIONS. THERE IS THEREFORE NO ASSURANCE THAT THE PROPOSED TRANSACTIONS WILL BE MATERIALISED. SHAREHOLDERS AND POTENTIAL INVESTORS ARE REMINDED TO EXERCISE CAUTION WHEN DEALING IN THE SHARES OF THE ISSUER.

ONLY NOTEHOLDERS WHO ARE NOT SANCTIONS DISQUALIFIED CREDITORS (AS DEFINED BELOW) MAY ACCEDE TO THE RSA VIA THE ACCESSION PORTAL ([HTTPS://PORTAL.MORROWSODALI.COM/YESTARRSA](https://portal.morrowsodali.com/yestarrsa)). SANCTIONS DISQUALIFIED CREDITORS MUST CONTACT THE ISSUER TO OBTAIN AND SUBMIT THE RELEVANT RSA ACCESSION FORMS.

Reference is made to the announcements of the Issuer dated 8 November 2021, 3 December 2021, 12 December 2021, 14 December 2021, 29 December 2021, 31 December 2021, 3 January 2023, 17 April 2023 and 31 July 2023 relating to the Notes, and the announcements and the supplemental announcement of the Issuer dated 30 December 2022, 22 March 2023 and 17 April 2023 in relation to the proposed very substantial disposal and connected transaction of the Issuer (collectively, the “**Announcements**”).

Unless otherwise defined therein, capitalised terms and expressions used herein shall have the same meanings as those defined in the RSA.

OVERVIEW

As noted in the Announcements, the Issuer and its advisors have engaged in active discussions with certain significant beneficial holders of the Notes in relation to the implementation of a consensual restructuring to address the outstanding indebtedness under the Notes in a holistic manner.

Further to the agreement of key commercial terms of the Restructuring with the Noteholder Committee, the Issuer is pleased to announce the terms of the RSA. As at the date of this announcement, holders of the Notes, representing approximately 47.8% of the aggregate outstanding principal amount of the Notes, have signed and acceded to the RSA to support and facilitate the implementation of the Proposed Transactions.

Further details as to the Proposed Transactions and the RSA are set out in the sections below. A copy of the RSA (with the appropriate redactions) is available for download from the transaction website of Morrow Sodali Limited as the information agent (the “**Information Agent**”) at <https://projects.morrowsodali.com/Yestar>, subject to eligibility confirmation upon registration.

The Issuer considers that it is in the interest of all its stakeholders to complete the Proposed Transactions as soon as practicable. The Issuer believes that doing so will finally provide a solution for its Notes that have remained in default since December 2022 given the Issuer’s continued liquidity situation, and provide an important exit for Noteholders in a market where there is otherwise close to no trading liquidity for the Notes.

The Issuer strongly encourages the Noteholders to accede to the RSA and support the Proposed Transactions. Under the terms of the Proposed Transactions, the payment of the Redemption Amount will be a condition to the occurrence of the Restructuring Effective Date and the Redemption Amount will be applied in accordance with the terms of the Indenture to redeem the Notes. Noteholders should refer to the details of the Restructuring in the RSA.

Sanctions Disqualified Creditors

Certain holders of the Notes will not be able to accede to the RSA via the Accession Portal due to applicable financial sanctions imposed with respect to Russia, which for the purposes of the RSA affect Notes that are held through Russia’s National Settlement Depository or by persons who are (i) otherwise not entitled, able or permitted (whether directly or through a custodian) to submit instructions or settle through the Clearing Systems as a result of the applicable financial sanctions affecting the holders of the Notes or its custodian as determined by the Clearing Systems or (ii) a Russian person, such holders of the Notes are referred to as the blocked scheme creditors (the “**Sanctions Disqualified Creditors**”).

Sanctions Disqualified Creditors will not be entitled to submit instructions through the Clearing Systems. In addition, Sanctions Disqualified Creditors will not be able to submit the Accession Letter or other instructions to the Information Agent and the Information Agent will not be able to collect information from the Sanctions Disqualified Creditors.

In order to accede to the RSA, Sanctions Disqualified Creditors must contact the Issuer at bond@yesstarnet.com.cn and obtain the relevant form of accession letter (the “**Sanctions Disqualified Creditors Accession Letter**”) and completing and submitting the same together with sufficient evidence to allow the Issuer to reliably establish their identity, their status as a Noteholder and the value of their holding.

In order to receive the Consent Fee (if applicable), the Sanctions Disqualified Creditors Accession Letter, together with the required evidence and information, must be submitted by no later than the Consent Fee Deadline (being 5:00 p.m. Hong Kong time on 5 January 2024 or such later date and time as the Issuer may elect), by email to the Issuer at bond@yesstarnet.com.cn.

THE RESTRUCTURING

The RSA forms the basis for the implementation of the Proposed Transactions. The RSA will terminate automatically and immediately on the Restructuring Effective Date and may be terminated under other circumstances set out in the RSA. The terms of the Proposed Transactions are set out in the section headed “Term Sheet” in Schedule 5 to the RSA.

The Restructuring is expected to be implemented through a Cayman Scheme. The Cayman Scheme can be approved by a majority in number, representing at least 75% in value, of the holders of Notes who are present and voting (either in person or by proxy) at the scheme meeting convened in respect of the Scheme. Thus, the Issuer is very encouraged by the strong support it has received to date from the Noteholder Committee and other supporting holders of the Notes representing such significant holdings in the Notes.

A scheme of arrangement is a statutory mechanism which allows the Cayman Court to sanction a “compromise or arrangement” which is proposed between a company and its creditors (or any class of them) and which has been voted upon by the relevant classes of creditors and approved by the required majorities. It is not an insolvency procedure.

The Issuer expects to commence the process of implementing the Proposed Transactions on terms set forth in the RSA and the Term Sheet as soon as practicable.

Undertakings

Under, and subject to, the terms of the RSA, among other things:

- (a) each of the Issuer and the Subsidiary Guarantors undertakes in favour of each Consenting Creditor to:
 - (i) implement the Restructuring and the Cayman Scheme before the Longstop Date in the manner envisaged by, and on the terms and conditions set out in, the RSA and the Term Sheet; and
 - (ii) procure that the Restructuring Effective Date occurs and that the Restructuring is fully implemented on or before the Longstop Date; and
- (b) each Consenting Creditor undertakes in favour of the Issuer that it will:
 - (i) vote and deliver within any applicable time periods any proxies, instructions, directions or consents in respect of all Notes in which it holds a beneficial interest as principal, including (without limitation) to vote in favour of the Cayman Scheme at the Scheme Meeting in respect of the aggregate outstanding principal amount of all Notes in which it holds a beneficial interest as principal at the Record Time;
 - (ii) not take, commence or continue any Enforcement Action to delay the Scheme Effective Date, interfere with the implementation of the Restructuring and/or the Cayman Scheme, except to the extent that the Restructuring and/or any of the Restructuring Documents are inconsistent with the terms of the RSA and the terms set out in the Term Sheet;
 - (iii) provide reasonable support and assistance to the Issuer (at the Issuer's cost) to prevent the occurrence of any Insolvency Proceeding in respect of the Issuer or the Subsidiary Guarantors; and
 - (iv) not object to the Restructuring or any application to the Cayman Court for the purpose of implementing the Restructuring and not take any actions inconsistent with, or that would, or are intended to, or would be likely to delay the approval, sanctioning or confirmation of, the Restructuring or any of the Restructuring Documents, except to the extent that the Restructuring and/or any of the Restructuring Documents are inconsistent with the terms of the RSA and the terms set out in the Term Sheet.

Consent Fee

Pursuant to and subject to the terms of the RSA, the Issuer shall pay or procure the payment of the Consent Fee in an aggregate amount equal to US\$972,530. The Consent Fee will be payable as a condition to the occurrence of the Restructuring Effective Date in cash, such that each Eligible Recipient will receive a Consent Fee in an amount equal to that Eligible Recipient's pro rata share calculated on the basis of the proportion that the Eligible Restricted Notes held by that Eligible Recipient bears to the Eligible Restricted Notes held by all Eligible Recipients in accordance with the terms of the RSA. The Consent Fee payable to each Consent Creditor will be rounded to the nearest US\$0.01, with US\$0.005 rounded upwards.

In order for an Eligible Creditor to receive its pro rata share of the Consent Fee, an Eligible Creditor must, among other things:

- (a) accede to the RSA as a Consenting Creditor by submitting a validly completed Accession Letter (in the form set out in Schedule 3 to the RSA, together with evidence of holdings) to the Information Agent via the Accession Portal (<https://portal.morrowsodali.com/yestarRSA>) by the Consent Fee Deadline (being 5:00 p.m. Hong Kong time on 5 January 2024 or such later date and time as the Issuer may elect);
- (b) vote the entire aggregate principal amount of all the Notes in which it holds a beneficial interest as principal at the Record Time in favour of the Cayman Scheme at the Scheme Meeting; and
- (c) have not exercised its rights to terminate the RSA and have not breached certain provisions of the RSA (including terms relating to the restriction on transfer of the Notes).

The information agent

The Information Agent will be responsible for receipt and processing of Accession Letters and Transfer Notices (if any) via the Accession Portal (<https://portal.morrowsodali.com/yestarRSA>) and the Transfer Portal (<https://portal.morrowsodali.com/yestarTRANSFER>), respectively, distribution of Accession Codes and overseeing evidence of holdings of the Consenting Creditors in respect of the Notes.

The RSA (including the Term Sheet) will be available for access on the transaction website of the Information Agent from 30 November 2023. Noteholders (other than Sanctions Disqualified Creditors) requiring assistance may contact the Information Agent using the below details:

Morrow Sodali Limited

Transaction Website: <https://projects.morrowsodali.com/yestar>

Accession Portal: <https://portal.morrowsodali.com/yestarRSA>

Transfer Portal: <https://portal.morrowsodali.com/yestarTRANSFER>

Email: yestar@investor.morrowsodali.com

Tel: +852 2319 4130 (Hong Kong) or +44 20 4513 6933 (London)

Addresses:

UK: 103 Wigmore Street, W1U 1QS, London, UK

Hong Kong: 29/F, No. 28 Stanley Street, Central, Hong Kong

Attention: Debt Services Team

Request for information

Any requests for information by Noteholders (other than Sanctions Disqualified Creditors) on the Restructuring can be directed to the Issuer's financial advisor:

Admiralty Harbour Capital Limited

17/F, Prosperity Tower

39 Queen's Road Central

Central, Hong Kong

Email: yestar@ahfghk.com

Request for information by Sanctions Disqualified Creditors

Sanctions Disqualified Creditors requiring assistance may contact the Issuer using the below details:

Yestar Healthcare Holdings Company Limited

Suite 2105 21/F

Central Plaza, 18 Harbour Road

Hong Kong

Email: bond@yesstarnet.com.cn

Only Noteholders who are not Sanctions Disqualified Creditors may accede to the RSA via the Accession Portal. Sanctions Disqualified Creditors must contact the Issuer to obtain the form of Sanctions Disqualified Creditors Accession Letter and submit validly completed Sanctions Disqualified Creditors Accession Letters.

Further announcement(s) will be made by the Issuer to inform the shareholders and potential investors of any material development as and when appropriate.

Shareholders of the Issuer and other investors are reminded to exercise caution when dealing in the securities of the Issuer.

By order of the Board
Yestar Healthcare Holdings Company Limited
Liao Changxiang
Chairman, CEO and Executive Director

6 December 2023

As at the date of this announcement, the executive Directors are Ms. Liao Changxiang, Ms. Wang Hong and Mr. Liang Junxiong; the non-executive Director is Mr. Hartono James; and the independent non-executive Directors are Mr. Zeng Jinsong, Mr. Zhao Ziwei and Mr. Koeswondo Michael David.

APPENDIX 1
RESTRUCTURING SUPPORT AGREEMENT

YESTAR HEALTHCARE HOLDINGS COMPANY LIMITED
(巨星醫療控股有限公司)
as Issuer

and

THE ENTITIES LISTED IN SCHEDULE 1 HERETO
as Subsidiary Guarantors

THE CONSENTING CREDITORS

and

THE INDIVIDUAL GUARANTOR

AND

MADISON PACIFIC TRUST LIMITED

as RSA Agent

RESTRUCTURING SUPPORT AGREEMENT

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THIS RESTRUCTURING SUPPORT AGREEMENT (the “**Agreement**”) is dated 30 November 2023.

THE PARTIES:

- (1) **YESTAR HEALTHCARE HOLDINGS COMPANY LIMITED** (巨星醫療控股有限公司) (formerly known as Yestar International Holdings Company Limited (巨星國際控股有限公司) , a company incorporated with limited liability under the laws of the Cayman Islands (the “**Issuer**”).
- (2) **THE SUBSIDIARY GUARANTORS** listed in Part A of Schedule 1 (the “**Subsidiary Guarantors**”).
- (3) **THE INDIVIDUAL GUARANTOR** listed in Part B of Schedule 1 (the “**Individual Guarantor**”).
- (4) **MADISON PACIFIC TRUST LIMITED** as agent for the Consenting Creditors (in such capacity, the “**RSA Agent**”).
- (5) **CERTAIN NOTEHOLDERS** as **Consenting Creditors**.

RECITALS:

- (A) The Notes have been issued by the Issuer. The outstanding principal amount of the Notes as at the date hereof and for the purposes of the Restructuring is US\$194,506,648.
- (B) The Issuer and certain Noteholders have been engaged in negotiations with the objective of reaching an agreement to restructure the Issuer’s indebtedness under the Notes and the Indenture, pursuant to the terms and conditions set out in the Term Sheet and the transactions contemplated therein.
- (C) The Issuer wishes to implement the Restructuring via the Cayman Scheme.
- (D) Each Consenting Creditor is a contingent creditor of the Issuer and the Subsidiary Guarantors by virtue of holding a beneficial interest as principal in the Notes.
- (E) The Cayman Scheme will be structured as a compromise between the Issuer and those persons who hold a beneficial interest as principal in the Notes at the Record Time. In order to be presented for sanction by the Court, the Cayman Scheme must first be approved by a majority in number and at least seventy-five percent (75%) by value of the Scheme Creditors present and voting (in person or by proxy) at the Scheme Meeting.
- (F) The Parties have now agreed, subject to the terms of this Agreement, to support and facilitate the implementation of the Restructuring.
- (G) Holders of the Notes who executed this Agreement shall receive the Consent Fee pursuant to the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, each word, phrase or expression shall (unless the context otherwise requires) bear the meaning attributed to it in Part A (*Definitions*) of Schedule 2 (*Definitions and Interpretation*).
- 1.2 Save as otherwise expressly provided, the principles of interpretation set out in Part B (*Interpretation*) of Schedule 2 (*Definitions and Interpretation*) shall be applied in construing the provisions of this Agreement.

2. RESTRUCTURING SUPPORT

- 2.1 Each Consenting Creditor hereby confirms that it shall use its beneficial interest in the Notes to approve and fully support the Restructuring on the terms and subject to the conditions set out in this Agreement.
- 2.2 This Agreement sets out the Parties' entire understanding of the Restructuring and supersedes any previous agreement or understanding between any of the Parties with respect to the Restructuring, but save as expressly set out herein, shall be without prejudice to any of the Note Documents or the rights and remedies of the Consenting Creditors (or any trustee or agent appointed to act on their behalf) as set out therein.
- 2.3 Subject to the terms of this Agreement, the Note Documents shall continue in full force and effect in accordance with their respective terms.

3. UNDERTAKINGS

- 3.1 Subject to the ongoing compliance by the Issuer, the Subsidiary Guarantors and the Individual Guarantor with their respective obligations under Clauses 3.4, 3.5, 4.1 and 4.2 and the ongoing compliance by the Individual Guarantor with his obligations under Clause 5 (*Guarantee of application of Equity Transfer Consideration*), and in each case read together with Clause 5.12, each Consenting Creditor irrevocably undertakes in favour of the Issuer that it will:

(a)

- (i) submit (or cause its Account Holder to submit) to the Information Agent by no later than the Record Time a duly validly completed Account Holder Letter to establish its standing to vote at the Scheme Meeting, including a valid Accession Code, in respect of the outstanding principal amount of the Notes in which it holds a beneficial interest as principal for the purposes of voting its holdings at the Record Time for the Scheme;
- (ii) attend the Scheme Meeting either in person or by proxy; and
- (iii) vote and deliver within any applicable time periods any proxies, instructions, directions or consents in respect of all Notes in which it holds a beneficial interest as principal, including (without limitation) to vote in favour of the Cayman Scheme at the Scheme Meeting in respect of the aggregate outstanding principal amount of all Notes in which it holds a beneficial interest as principal at the Record Time;

- (b) work expeditiously and in good faith with the Issuer and its Advisors to implement the Restructuring in a timely manner and in a manner consistent with the terms of this Agreement and the Term Sheet;
- (c) prepare, review, negotiate and finalise (as applicable), in good faith and acting in a timely manner, the Restructuring Documents, such that they are consistent with the terms of this Agreement and the terms set out in the Term Sheet;
- (d) not take, commence or continue, whether directly or indirectly, any Enforcement Action to delay the Scheme Effective Date, interfere with the implementation of the Restructuring and/or the Cayman Scheme, except to the extent that the Restructuring and/or any of the Restructuring Documents are inconsistent with the terms of this Agreement and the terms set out in the Term Sheet;
- (e) [*intentionally left blank*];
- (f) unless requested or consented to in writing by the Issuer, refrain from communicating with any Governmental Agency that is supervising the Issuer or any other member of the Group (including, without limitation, the Listing Department of the SEHK) with respect to the Issuer, any other member of the Group and/or the Note Documents, except to the extent that the Restructuring and/or any of the Restructuring Documents are inconsistent with the terms as set out in the Term Sheet;
- (g) provide reasonable support and assistance to the Issuer (at the Issuer's cost) to prevent the occurrence of an Insolvency Proceeding in respect of the Issuer or the Subsidiary Guarantors, including, without limitation, supporting any application, filing and/or petition to the courts of any jurisdiction in connection with the same, including (but not limited to) filing any evidence in support of the Issuer's opposition to a creditor seeking to commence any adverse action;
- (h) not object to the Restructuring or any application to the Cayman Court or any other court for the purpose of implementing the Restructuring or otherwise commence any proceedings to oppose or alter any Restructuring Document filed by the Issuer in connection with the confirmation of the Restructuring, except to the extent that such Restructuring Document is inconsistent with the terms as set out in the Term Sheet;
- (i) not take any action (or solicit, direct or instruct any other person to take any action) inconsistent with, or that would, or is intended to, or would be likely to delay, the approval, sanctioning or confirmation of, the Restructuring or any of the Restructuring Documents, except to the extent that the Restructuring and/or any of the Restructuring Documents are inconsistent with the terms as set out in the Term Sheet;
- (j) support any action taken by the Obligors to obtain sanction, recognition or protection of the Restructuring in the Cayman Court (except to the extent that the terms of the Restructuring and/or the Restructuring Documents are inconsistent with the terms as set out in the Term Sheet) or any other court of any competent jurisdiction and take all other commercially reasonable actions requested by the Issuer to implement, give effect to or protect the Restructuring, but without incurring any Liability, unless at the expense of the Group;
- (k) not formulate, encourage, procure or otherwise support any alternative proposal or alternate offer for the implementation of the Restructuring other than as contemplated by the Term Sheet or otherwise engage in any such discussions or

take any action or procure the taking of any action which is reasonably expected to delay, impede, frustrate or prevent any approvals for the Restructuring or the consummation of any transaction contemplated thereby;

- (l) not sell, transfer or otherwise dispose of, or instruct any Account Holder or Intermediary that holds an interest in the Notes on its behalf to sell, transfer or otherwise dispose of, its economic and/or beneficial interest in all or any part of its Restricted Notes and any additional Notes purchased or otherwise acquired by that Consenting Creditor after the date of its Accession Letter unless the transfer has been made in accordance with Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*); and
- (m) notify the Issuer via the Information Agent of any purported change (whether an increase or decrease) to its holdings of Restricted Notes as soon as reasonably practicable, and in any event within ten (10) Business Days from the date of such change, by completing a Transfer Notice. For the avoidance of doubt, the Information Agent may determine that any Transfer which does not adhere to such timing is invalid,

in each case, except to the extent required to: (1) enforce the Escrow Account Security in accordance with the terms of the Escrow Account Security Document; or (2) exercise any of its rights or remedies under the Note Documents with respect to any default, event of default, breach or anticipatory breach, termination event or similar event or condition however described thereunder (including an acceleration of the Notes) to facilitate the enforcement of the Escrow Account Security in accordance with the terms of the Escrow Account Security Documents.

3.2 Nothing in this Agreement shall:

- (a) require any Party to take, or omit to take, any action that would be contrary to any applicable law or regulation or any order or direction of any Governmental Agency and which impediment cannot be avoided or removed by taking reasonable steps;
- (b) restrict any officer of any Group company from commencing Insolvency Proceedings in respect of that Group company if required to do so by any law, regulation or fiduciary duty, and such officer may take any steps necessary to comply with any such law, regulation or fiduciary duty;
- (c) breach any existing confidentiality obligation or waive the benefit of any applicable legal professional privilege;
- (d) result in the Consenting Creditor incurring any Liability, other than as expressly stated in this Agreement;
- (e) require any Consenting Creditor to take any action which would breach any fiduciary obligations owed to its investors or funds managed or advised by it; or
- (f) require any Consenting Creditors and/or its Affiliates to commence or be joined as a party to any proceedings or actions other than as expressly stated in this Agreement.

3.3 If the Issuer requests a Consenting Creditor to take any action not expressly stated in this Agreement, the relevant Consenting Creditor shall not be required to take such action unless that Consenting Creditor is prefunded by the Issuer, any Subsidiary Guarantor or the Group (on demand by that Consenting Creditor) in an amount that reflects that Consenting

Creditor's reasonable estimate of the out of pockets costs likely to be incurred by that Consenting Creditor in undertaking the relevant action. The relevant Consenting Creditor shall refund promptly to the Issuer any part of the prefunding that it does not actually expend in undertaking the relevant action.

3.4 Each of the Issuer and the Subsidiary Guarantors undertakes, in favour of each Consenting Creditor that it shall (or as applicable, will procure that a duly authorised representative, proxy or nominee will) perform all actions as are reasonably necessary in order to support, facilitate, implement or otherwise give effect to the Restructuring (provided that such action is consistent in all respects with the Term Sheet) as soon as reasonably practicable, including (without limitation) to:

- (a) implement the Restructuring and the Cayman Scheme before the Longstop Date in the manner envisaged by, and on the terms and conditions set out in, this Agreement and the Term Sheet;
- (b) prepare, review and finalise (as applicable) the Restructuring Documents and any and all other documents required to implement the Restructuring such that they are consistent with the terms as set out in this Agreement and the Term Sheet;
- (c) upon the Restructuring Documents being finalised and approved by the Noteholder Committee in accordance with paragraph (i) below, promptly file the Restructuring Documents (where necessary) and pursue expeditiously any legal process or proceedings contemplated by or required to implement the Restructuring, including the Cayman Scheme;
- (d) take any actions pursuant to any order of, or sanction by, any relevant courts (including, without limitation, the Cayman Court) as may be necessary to implement or give effect to the Restructuring;
- (e) procure that the Restructuring Effective Date occurs, and that the Restructuring is fully implemented on or before the Longstop Date, including by:
 - (i) convening all meetings of its creditors which are required to consider any resolutions and/or decisions relating to the Restructuring;
 - (ii) convening all meetings of directors and shareholders which are required to consider any resolutions and/or decisions in relation to the Restructuring; and
 - (iii) making all securities and other filings and announcements and publishing all documents and making all submissions required in connection with the matters contemplated by this Agreement as and when necessary to effect the Restructuring and/or comply with all applicable laws;
- (f) obtain any necessary regulatory or statutory approval required to permit or facilitate the Restructuring (including, without limitation, any approval of the SEHK or the SGX as may be required);
- (g) obtain all corporate and regulatory approvals necessary to implement the Restructuring in the manner envisaged by, and on the terms and conditions set out in, this Agreement and the Term Sheet;
- (h) prior to the Record Time, cancel or procure the cancellation of any Notes that it or any other member of the Group has a beneficial interest in or which it or any

other member of the Group has redeemed, converted, acquired or purchased and for the avoidance of doubt, any such Notes shall not be voted in connection with the approval or waiver of, or consent for, any part of the Restructuring or at the Scheme Meeting;

- (i) seek and obtain the prior written approval of the Noteholder Committee (acting in a timely manner) in respect of the final drafts of the Restructuring Documents before executing and/or issuing any such documents and respond in a timely manner to any reasonable requests from the Noteholder Committee and their legal advisor in relation to the status of the Restructuring, including:
 - (i) the number of Consenting Creditors that have become a Party and the aggregate amount of the Restricted Debt held by the Consenting Creditors; and
 - (ii) the status of any other negotiations or processes in furtherance of this Agreement with any other holders of the Notes who are not a Consenting Creditor;
- (j) keep the Consenting Creditors reasonably informed in relation to the status and progress of the Restructuring, including following a reasonable request by any legal advisor to the Consenting Creditors;
- (k) except for the Equity Transfer or as expressly stated in this Agreement, continue to operate its business in ordinary course and consistent with past practice and use its reasonable endeavours to preserve its assets and business organization in all material respects;
- (l) notify the Consenting Creditors:
 - (i) of any matter or thing which it knows or suspects would be reasonably likely to be a material impediment to the implementation of the Restructuring;
 - (ii) if any representation or statement made by it under this Agreement proves to have been or to have become, incorrect or misleading in any material respect; or
 - (iii) if it breaches any undertaking given by it under this Agreement;in each case promptly but in any event within 5 Business Days after the Issuer and/or a Subsidiary Guarantor upon becoming aware of the same;
- (m) ensure that the Issuer, to the extent permitted by any law or regulation as applicable to the Issuer and/or any of its directors does not make any voluntary repurchase of shares of the Issuer;
- (n) ensure that the Issuer or any of its Restricted Subsidiaries does not incur any indebtedness other than indebtedness necessary to make up for any shortfall between the Equity Transfer Consideration and the aggregate amount required to discharge the payment liabilities of the Issuer under and in connection with the Restructuring Documents, which indebtedness shall not, in any event, exceed US\$ 20 million;
- (o) agree with the Noteholder Committee Counsel (acting in a timely manner) as to the content of any public announcement to be made regarding this Agreement,

the Term Sheet and the Restructuring (which shall not in any event disclose the identities and notice details of the individual Consenting Creditors), provided that nothing shall restrict the issuance by any member of the Group of any public announcement which may be required by applicable law and regulation, the rules of any relevant stock exchange or competent governmental, judicial, supervisory, regulator or self-regulatory body or any order of any court of competent jurisdiction following reasonable consultation with the Noteholder Committee Counsel (acting in a timely manner), provided that such consultation would not itself be contrary to any applicable law or regulation; and

- (p) ensure that the Issuer, to the extent permitted by any law or regulation as applicable to the Issuer and/or any of its directors, neither declares or pays any dividends or makes any other distributions to its shareholders, nor enters into any transaction other than in the ordinary course of business.

3.5 The Issuer intends to, on a monthly basis, and shall promptly upon request by the Noteholder Committee provide the Noteholder Committee Counsel with an update on the completion status of the Restructuring, including the satisfaction of conditions precedent to the occurrence of the Restructuring Effective Date.

4. ESCROW ARRANGEMENTS

4.1 The Issuer and each Subsidiary Guarantor shall ensure that:

- (a) Each of the Escrow Accounts and the Escrow Funds shall be subject to the Escrow Account Security and the Escrow Arrangement (in each case, in form and substance satisfactory to the Noteholder Committee) on or prior to the date of this Agreement and shall at all times remain subject to valid Escrow Account Security and the effective Escrow Arrangement until the Restructuring Effective Date;
- (b) The entire Equity Transfer Consideration shall be deposited in full by the Equity Purchaser directly into an Escrow Account (Onshore) of the Equity Seller immediately upon the completion of the Equity Transfer;
- (c) As soon as practicable, and in any event, within 15 Business Days after the date of completion of the Equity Transfer, the proceeds of the entire Equity Transfer Consideration shall be transferred from the Escrow Account (Onshore) of the Equity Seller (solely through other Escrow Accounts) to the Escrow Account (Offshore) of the Issuer. Such transfer shall only be effected by (i) joint instructions by the relevant Group entity and the Security Agent pursuant to the terms of each relevant Escrow Arrangement, or (ii) such other way as specifically set out in each relevant Escrow Arrangement;
- (d) Save for any release or transfer pursuant to an enforcement of any Escrow Account Security, any Escrow Funds standing to the credit of an Escrow Account (Offshore) of the Issuer may only be released and transferred in redemption of the Notes on the Restructuring Effective Date which release shall only be effected by joint instructions by the Issuer and the Security Agent pursuant to the terms of each relevant Escrow Arrangement, upon all of the conditions precedent to the occurrence of the Restructuring Effective Date having been satisfied (except for the release of the Escrow Funds and the payment of the Redemption Amount) or waived in accordance with the terms of the Restructuring Documents.

- (e) Save for any release or transfer pursuant to an enforcement of any Escrow Account Security, no Escrow Funds will be transferred or released from an Escrow Account other than pursuant with paragraph (c) or (d) above; and
 - (f) It or the relevant Group entity party to the Escrow Arrangement or the Escrow Account Security Document complies with the terms of the Escrow Arrangement and the Escrow Account Security Document and does not rescind or terminate any Escrow Arrangement or Escrow Account Security Document or release any Escrow Account Security other than in accordance with the terms of the relevant Escrow Account Security Document.
- 4.2 The Issuer and each Subsidiary Guarantor shall ensure that the entire proceeds of the Equity Transfer Consideration shall be applied in accordance with the terms of the Cayman Scheme.
- 4.3 All Proceeds shall be applied towards the secured obligations under and as defined in the Escrow Account Security Documents and any such application upon receipt or remittance of the Proceeds outside of the PRC shall be deemed, on the Restructuring Effective Date, to be an application towards the pro rata discharge of the obligation of the Issuer under the Cayman Scheme to pay the Redemption Amount.
- 5. GUARANTEE OF APPLICATION OF EQUITY TRANSFER CONSIDERATION**
- 5.1 The Individual Guarantor irrevocably and unconditionally undertakes and guarantees to the RSA Agent (for and on behalf of each Consenting Creditor) that each of the Issuer, the Subsidiary Guarantors and each Group entity party to this Agreement, each Escrow Arrangement or each Escrow Account Security Document: (a) will punctually and duly perform its obligations under and comply with the terms of Clause 4 (*Escrow Arrangement*) of this Agreement, such Escrow Arrangement and such Escrow Account Security Document, and (b) will not rescind or terminate, without the consent of the Security Agent, any Escrow Arrangement or Escrow Account Security Document or release any Escrow Account Security other than in accordance with the terms of the relevant Escrow Account Security Document (together, the “**Guaranteed Obligations**”).
- 5.2 The obligations of the Individual Guarantor under Clause 5.1 will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause (without limitation and whether or not known to it, the RSA Agent or any Consenting Creditor) including:
- (a) any time, waiver or consent granted to, or composition with, any person;
 - (b) the release of any person under the terms of any composition or arrangement with any creditor of any member of the Group;
 - (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any person;
 - (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
 - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of this Agreement, any Escrow Arrangement or any Escrow Account Security Document;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under this Agreement, any Escrow Arrangement, any Escrow Account Security Document or any other document; or
 - (g) termination of this Agreement, any Escrow Arrangement or any Escrow Account Security Document or this Agreement, any Escrow Arrangement or any Escrow Account Security Document not being executed by or binding upon any other party.
- 5.3 The Individual Guarantor waives any right it may have of first requiring the RSA Agent to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Individual Guarantor under this Clause 5.
- 5.4 The Individual Guarantor agrees and acknowledges that:
- (a) irreparable harm would occur in the event that this Clause is not performed in accordance with the terms hereof and that damages would not be an adequate remedy for the RSA Agent and/or any Consenting Creditor;
 - (b) the RSA Agent (acting on the instructions of the Noteholder Committee) shall be entitled to apply to any court for mandatory order declaring the Individual Guarantor to be liable hereunder and ordering the Individual Guarantor to specifically and diligently perform his contractual obligations under this Clause; and
 - (c) the right of the RSA Agent to apply for a mandatory order in paragraph (b) above shall not preclude the RSA Agent (acting on the instructions of the Noteholder Committee) from claiming damages from the Individual Guarantor.
- 5.5 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the RSA Agent, any Consenting Creditor or the Security Agent.
- 5.6 Until all the Guaranteed Obligations have been unconditionally and irrevocably performed and satisfied in full to the satisfaction of the RSA Agent (acting on the instructions of the Noteholder Committee), the Individual Guarantor will not exercise or otherwise enjoy the benefit of any right which it may have by reason of performance by it of its obligations under this Clause 5 or by reason of any amount being payable, or liability arising, under this Clause 5:
- (a) to be indemnified by the Issuer, any Subsidiary Guarantors or each other Group entity;
 - (b) to claim any contribution from any other guarantor of or provider of security for any Guaranteed Obligations;
 - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the RSA Agent, any Consenting Creditor or the Security Agent under this Agreement, any Escrow Arrangement or any Escrow Account Security Document or of any other guarantee or security taken pursuant to, or in connection with, this Agreement, any Escrow Arrangement or any Escrow Account Security Document by the RSA Agent, any Consenting Creditor or the Security Agent;
 - (d) to bring legal or other proceedings for an order requiring the Issuer, any Subsidiary Guarantors or any other Group entity to make any payment, or

perform any obligation, in respect of which the Individual Guarantor has given a guarantee or undertaking under this Clause 5;

- (e) to exercise any right of set-off against the Issuer, any Subsidiary Guarantor or any other Group entity; and/or
 - (f) to claim or prove as a creditor of the Issuer, any Subsidiary Guarantors or each other Group entity in competition with the RSA Agent, any Consenting Creditor or the Security Agent.
- 5.7 If the Individual Guarantor receives any benefit, payment or distribution in relation to any such right, it shall hold that benefit, payment or distribution (or so much of it as may be necessary to enable all amounts which may be or become payable under or in relation to the Guaranteed Obligations to be paid in full) on trust for the RSA Agent (for and on behalf of the Consenting Creditors), and shall promptly pay or transfer the same to the RSA Agent (for and on behalf of the Consenting Creditors).
- 5.8 Notwithstanding Clause 5.4, each of the Consenting Creditors irrevocably (a) instructs the RSA Agent to deposit all amounts received by it from the Individual Guarantor under this Clause into the Escrow Account (Offshore) of the Issuer to the extent that the Escrow Account (Offshore) of the Issuer and all amounts standing to the credit thereof are subject to the Escrow Account Security at the time of the deposit; and (b) disclaims any and all rights to such amounts upon their deposit into that Escrow Account other than any rights under or in respect of the Escrow Arrangements or the Escrow Account Security Documents.
- 5.9 Clause 5.1 shall be of no further force and effect upon the occurrence of an Insolvency Event with respect to any Group entity party to this Agreement, each Escrow Arrangement, or each Escrow Account Security Document and that Insolvency Event adversely and directly affects the ability of the Individual Guarantor to discharge his obligations under Clause 5.1 and/or to ensure performance and satisfaction of the Guaranteed Obligations.
- 5.10 Each of the Consenting Creditors irrevocably appoints the RSA Agent to act as agent for the Consenting Creditors under and in connection with this Clause and the RSA Documents and to hold all representations, covenants, guarantees and other contractual provisions in favour of the RSA Agent on trust for the Consenting Creditors. The RSA Agent shall be appointed on the terms, and subject to the conditions, set out in Schedule 7 (*The RSA Agent*).
- 5.11 The Issuer represents to the Consenting Creditors that the relevant members of the Group have obtained the Current Remittance Approval, permitting such members to remit (on aggregated basis) an amount not exceeding the aggregate of (a) RMB100,000,000 and (b) USD59,995,934.71 to the Escrow Account (Offshore). The Issuer further undertakes to the Consenting Creditors that it will not and will ensure no other member of the Group will use any quota or amount so approved under the Current Remittance Approval for any purpose other than remitting (i) the Escrow Funds pursuant to the terms of this Agreement and (ii) such other amounts as the Issuer may require for discharging obligations and liabilities of any member of the Group under the Restructuring Documents or otherwise in connection with the Restructuring.
- 5.12 Notwithstanding Clauses 4.1(c), 4.2 and 5.1 or any other provision of this Agreement, if any Governmental Agency restricts (either by revoking or amending the Current Remittance Approval) the ability of the Group to remit the Escrow Funds from the Escrow Account (Onshore) to the Escrow Account (Offshore), the inability of the Group to effect the transactions contemplated under Clauses 4.1(c), and 4.2 and 5.1 solely caused by such revocation or amendment shall not constitute a breach of any provision of, or default (howsoever described) under, this Agreement or the Escrow Arrangement by any Group entity or the Individual Guarantor party thereto.

- 5.13 In the event of an enforcement of any Escrow Account Security Document granted by the Equity Seller or Shanghai Yestar Healthcare Technology Co., Ltd. 巨星医疗科技(上海)有限公司 by the Security Agent following the granting of a Winding-Up Order against the Equity Seller or Shanghai Yestar Healthcare Technology Co., Ltd. 巨星医疗科技(上海)有限公司, each Consenting Creditor irrevocably undertakes in favour of the Issuer that it will continue to comply with its obligations set out in Clause 3.1.

6. STANDSTILL

- 6.1 Subject to the ongoing compliance by the Issuer and the Subsidiary Guarantors with their respective obligations under Clauses 3.4, 3.5, 4.1 and 4.2 and the ongoing compliance by the Individual Guarantor with his obligations under Clause 5 (*Guarantee of application of Equity Transfer Consideration*) and for the sole purpose of allowing the Issuer and the other Obligors to carry out the Restructuring and other transactions contemplated under or in connection with this Agreement and/or the Restructuring (the “**Proposed Transactions**”) and for the period from the date of this Agreement until the earliest to occur of (i) the termination of this Agreement pursuant to Clause 12 (*Termination*), (ii) the Longstop Date, and (iii) the date on which a Winding-Up Order against the Issuer has been granted, each Consenting Creditor acknowledges and agrees that, notwithstanding anything to the contrary in the Note Documents, it shall not exercise any of its rights or remedies under the Note Documents with respect to, any default, event of default, breach or anticipatory breach, termination event or similar event or condition however described, as a result of or arising directly or indirectly from, any of the Proposed Transactions (each, an “**Implementation Default Event**”), including, without limitation, any Implementation Default Event:
- (a) arising pursuant to section 6.01(b) of the Indenture as a result of the Issuer’s failure to make the 2022 Coupon Payment on the respective due date or within the applicable grace period;
 - (b) arising pursuant to section 6.01(c) of the Indenture as a result of the Issuer’s failure to complete the 2022 Redemption in accordance with the terms of the Indenture;
 - (c) arising pursuant to section 6.01(d) of the Indenture as a result of the Issuer’s entry into the Equity Transfer Agreement and the Asset Sale contemplated thereunder;
 - (d) arising pursuant to section 6.01(d) of the Indenture as a result of the payment by the Issuer or any other member of the Group of the Consent Fee, the Noteholder Committee Work Fee or any other fee payable in connection with the Proposed Transactions to any Consenting Creditor;
 - (e) arising pursuant to section 6.01(d) of the Indenture as a result of any default under the Note Documents evidencing any indebtedness of any member of the Group;
 - (i) arising in connection with any event or circumstance described in the Recitals;
 - (ii) arising due to the events described in Clauses 6.1(a) through 6.1(c) above or the occurrence of the events or circumstances giving rise thereto;
 - (iii) arising due to the entry into this Agreement, the consummation of the transactions contemplated hereunder, or the launch, pursuit and implementation of the Proposed Transactions; or

- (iv) any consequential cross-defaults resulting from any events arising under paragraphs (i) to (ii) above; and
- (f) arising pursuant to section 6.01(d) of the Indenture in connection with or as a result of any failure by the Issuer to give timely notice of any Implementation Default Event in accordance with section 4.19(b) of the Indenture, or to take action or any other failure to take action with respect to, any Implementation Default Event,

in each case, except to the extent required to: (1) enforce the Escrow Account Security in accordance with the terms of the Escrow Account Security Document; or (2) exercise any of its rights or remedies under the Note Documents with respect to any default, event of default, breach or anticipatory breach, termination event or similar event or condition however described thereunder (including an acceleration of the Notes) to facilitate the enforcement of the Escrow Account Security in accordance with the terms of the Escrow Account Security Documents.

- 6.2 Except as expressly set out in this Agreement, the standstill and/or forbearance granted by each Consenting Creditor pursuant to Clause 6.1 above shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of any Consenting Creditor, the Trustee or the Security Agent under the Note Documents and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Note Documents, all of which shall continue in full force and effect. Nothing herein shall be deemed to entitle the Issuer or any other Obligor to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Note Documents.

7. RIGHTS AND OBLIGATIONS

- 7.1 The obligations of each Obligor under this Agreement are joint and several, and the obligations of each Consenting Creditor under this Agreement are several only (not joint, nor joint and several). Failure by a Consenting Creditor to perform its obligations under this Agreement does not affect or prejudice the rights or obligations of any other Consenting Creditor under this Agreement. No Consenting Creditor is responsible for the obligations of any other Consenting Creditor under this Agreement.
- 7.2 The rights of each Party under or in connection with this Agreement are separate and independent rights. A Party may separately enforce its rights under this Agreement.
- 7.3 Notwithstanding anything else contained in this Agreement or any other document in connection hereto, the Information Agent may refrain, without liability, from doing anything that would or might in its reasonable opinion be contrary to any law (including any applicable Sanctions).

8. FEES

- 8.1 All payments shall be made free and clear of and without any deduction or withholding for or on account of Tax unless the Issuer is required by applicable law to make such a deduction or withholding, in which case the amount so payable shall be increased to the extent necessary to ensure the relevant Consenting Creditor receives a sum net of any deduction or withholding equal to the sum which it would have received had no such deduction or withholding been made or required to be made.

Consent Fees

- 8.2 Subject to Clauses 8.1, 8.3 to 8.4 and 9.2(e), the Issuer undertakes to pay or procure the payment of the Consent Fee with respect to each Eligible Restricted Note which has validly been made subject to the terms of this Agreement by a Consenting Creditor, on or prior to the Restructuring Effective Date, as a condition to the Restructuring becoming effective, by way of a transfer via the Clearing Systems to the account where the relevant Eligible Restricted Notes were held as of the Record Time.
- 8.3 The Consent Fee will be paid:
- (a) to each Consenting Creditor who validly held Eligible Restricted Note(s) as of the Consent Fee Deadline and still holds such Eligible Restricted Note(s) at the Record Time, provided that:
 - (i) such Consenting Creditor fully complies with the requirements of Clause 8.4 below; and
 - (ii) no Transfer or purported Transfer of such Eligible Restricted Note(s) has occurred after the Consent Fee Deadline; or
 - (b) to each Consenting Creditor who is the transferee by a valid Transfer (or, if applicable, a chain of valid Transfers) of such Eligible Restricted Note(s) in accordance with Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*) after the Consent Fee Deadline and as a result holds them at the Record Time, provided that it fully complies with the requirements of Clause 8.4 below;
 - (c) calculated on the basis of the proportion that the Eligible Restricted Note(s) held (in aggregate) by a Consenting Creditor bears to the Eligible Restricted Notes held (in aggregate) by all Consenting Creditors at the Record Time. The Consent Fee payable to each Consent Creditor will be rounded to the nearest US\$0.01, with US\$0.005 rounded upwards.
- 8.4 For the avoidance of doubt, and notwithstanding any other provision of this Agreement:
- (a) a Consenting Creditor must have complied with its obligations under Clause 3.1(a);
 - (b) a Consenting Creditor must have submitted, or have submitted on his behalf, a validly completed Accession Letter together with valid evidence of holding via the Accession Portal to the Information Agent prior to the Consent Fee Deadline;
 - (c) a Consenting Creditor must hold or have acquired its Eligible Restricted Notes in compliance with Clause 8.3 and this Clause 8.4 in order to receive a Consent Fee;
 - (d) a Consenting Creditor must vote the entire aggregate amount of the Notes held by it at the Record Time in favour of the Restructuring (whether in person or by proxy with respect to a Cayman Scheme) in order to receive the Consent Fee. A Consenting Creditor that does not vote (whether by abstaining, voting against, not turning up, or otherwise) the entire aggregate amount of the Notes then held by it in favour of the Restructuring will not be entitled to any Consent Fee;
 - (e) a Consenting Creditor must not have exercised its rights to terminate this Agreement and must not have breached any of the terms and conditions set out

in Clause 2 (*Restructuring Support*), 3 (*Undertakings*) or Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*) of this Agreement in any material respect;

- (f) any Transfer (or, if applicable, chain of Transfers) of an Eligible Restricted Note must be completed in accordance with Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*) (including without limitation indicating in each Transfer Notice that the acquired Restricted Note was an Eligible Restricted Note). Upon any Transfer or purported Transfer of an Eligible Restricted Note the transferor will transfer its entitlement to the Consent Fee in respect of such Eligible Restricted Note to the transferee, and a valid Transfer (or, if applicable, chain of valid Transfers) of the Eligible Restricted Note in accordance with Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*) is the only way a person (other than a person referred to in Clause 8.3(a) above) may acquire an entitlement to the Consent Fee; and
- (g) where a purported Transfer (or, if applicable, chain of Transfers) is not completed strictly in accordance with Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*) (including, without limitation, where a trade has taken place but the forms required under this Agreement have not been validly provided to the Information Agent), it is agreed the Consent Fee in respect of any Eligible Restricted Note subject to the purported Transfer will be paid to the then holder of record of such Eligible Restricted Note as if the purported Transfer has not taken effect.

Work Fee

- 8.5 In consideration for the Noteholder Committee's participation in and work related to the discussions with respect to the Restructuring prior to the date of this Agreement, as well as their agreement to facilitate future discussions with the Noteholders with respect to the Restructuring, each Consenting Creditor who is a member of the Noteholder Committee shall be entitled to receive a rateable share in respect of their Eligible Restricted Notes of a one-off fee in an aggregate amount equal to US\$1,688,000 (the "**Noteholder Committee Work Fee**") calculated on the basis of the proportion that the Eligible Restricted Notes held (in aggregate) by that member bears to the Eligible Restricted Notes held (in aggregate) by the Noteholder Committee at the Record Time.
- 8.6 As a condition to the Restructuring becoming effective, the Issuer undertakes to pay or procure the payment of the Noteholder Committee Work Fee on the date on which all conditions precedent to the Restructuring (other than the payment of the Noteholder Committee Work Fee) have been satisfied or waived in accordance with the terms of the Restructuring Documents.

Reimbursement of Legal Fees

- 8.7 As a condition to the Restructuring becoming effective, the Issuer shall pay an aggregate amount of US\$1,500,000 to the Noteholder Committee Counsel and the Trustee Counsel.

9. INFORMATION AGENT

- 9.1 The Issuer has retained the Information Agent to provide the information agent services described herein (subject to the terms of a separate agreement between the Issuer and the Information Agent).
- 9.2 Each Consenting Creditor acknowledges and agrees that:

- (a) the Information Agent shall be responsible for:
 - (i) receipt and processing of the Accession Letters and Transfer Notices;
 - (ii) distribution of Accession Codes;
 - (iii) reconciling the holdings of the Consenting Creditors as of the Record Time and their entitlements to the Consent Fee payable under this Agreement; and
 - (iv) receiving and reviewing evidence of holdings of the Eligible Restricted Notes by the Consenting Creditors and any other supporting documentation;
- (b) the Consenting Creditor will receive email notification from the Accession Portal confirming the status of their Accession Letter;
- (c) the decision of the Information Agent (if required, in consultation with the Issuer and their advisors) in relation to any reconciliations and calculations or determinations (as applicable) which may be required (including, without limitation, in respect of any Consent Fee or other fee and whether the provisions and timings set out in this Agreement have been complied with) shall be final (in the absence of manifest error) and may not be disputed by any Consenting Creditor. Each Consenting Creditor hereby unconditionally and irrevocably waives and releases any claims, which may arise against the Issuer or the Information Agent after the date of this Agreement (save in the case of wilful misconduct or fraud or gross negligence) in each case in relation to the Information Agent's performance of its roles in connection with this Agreement;
- (d) in undertaking any reconciliation and calculation (as applicable), the Information Agent and/or the Issuer may request, and the Consenting Creditor undertakes to deliver upon receipt of reasonable prior written notice, such evidence as may be reasonably required by the Information Agent and/or the Issuer proving (to the reasonable satisfaction of the Information Agent and/or the Issuer (as applicable)): (i) that it holds the beneficial interest in the aggregate principal amount of the Notes set out in its Accession Letter and any relevant Transfer Notice with respect to which a Consenting Creditor has signed an Accession Letter; and (ii) its entitlement to receive the Consent Fee (to the extent applicable) in respect of any Eligible Restricted Notes of which it is the beneficial owner and in respect of which it claims such entitlement;
- (e) the Information Agent will determine the entitlement of any Consenting Creditor to the Consent Fee based on: (i) evidence from such Consenting Creditor that it is the beneficial owner of the Eligible Restricted Notes in accordance with Clause 8 (*Fees*); and (ii) if applicable, details of any transfers (including without limitation the identity and/or Accession Code of any transferor or transferee) pursuant to which it becomes or ceases to be the beneficial owner of the Eligible Restricted Notes. Each Consenting Creditor acknowledges that any incomplete or inaccurate information provided under this Agreement (including pursuant to any Accession Letter or Transfer Notice) by such Consenting Creditor may void its entitlement to any Consent Fee; and
- (f) any reconciliation, calculation or determination by the Information Agent under this Agreement of an amount under this Agreement is, in the absence of manifest error, conclusive and binding on the Parties.

- 9.3 It is the sole responsibility of the beneficial owner of the Notes to submit a validly completed Accession Letter and Transfer Notice (as applicable) to the Information Agent prior to the relevant deadlines. The Information Agent shall bear no responsibility or liability whatsoever for the failure of any beneficial owner of Notes to comply with such requirements.
- 9.4 Each Consenting Creditor acknowledges and agrees that the Information Agent may, with respect to any information about a Consenting Creditor, disclose to the Issuer (and its Advisors), upon request by the Issuer (or its Advisors):
- (a) the principal amount of the Restricted Notes held by that Consenting Creditor and the aggregate principal amount of the Restricted Notes held by all Consenting Creditors;
 - (b) the Accession Letter delivered by that Consenting Creditor to the Information Agent under the terms of this Agreement; and
 - (c) any contact details provided by that Consenting Creditor to the Information Agent from time to time under or in connection with this Agreement.
- 9.5 Each Consenting Creditor acknowledges and agrees that:
- (a) the Issuer has retained the Information Agent to provide the information agent services described herein (subject to the terms of a separate agreement between the Issuer and the Information Agent);
 - (b) the Information Agent is an agent of the Issuer and owes no duty to any third party (including, without limitation, the Consenting Creditors) in respect of the performance of its duties as Information Agent; and
 - (c) none of the Information Agent or its directors, officers, employees or agents shall be personally responsible or accountable in damages or otherwise to any Consenting Creditor for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Information Agent in good faith in relation to its performance of its roles in connection with this Agreement.
- 9.6 The Information Agent may rely on Clauses 7.3 and 9 (*Information Agent*) as if it were a Party to this Agreement.

10. ACCESSION, POSITION DISCLOSURE, TRANSFER AND PURCHASE

Accession

- 10.1 A person holding a beneficial interest as principal in the Notes who is not a Party may accede to this Agreement as a Consenting Creditor by delivering to the Information Agent, a validly completed and executed Accession Letter in respect of all its Notes together with its valid evidence of holding and any other supporting documentation (if applicable) in respect of all its Notes via the Accession Portal (<https://portal.morrowsodali.com/yestarRSA>) (thereby making them Restricted Notes for the purposes of this Agreement).
- 10.2 Each Party agrees that any person that delivers an executed Accession Letter (with evidence of its holding of the Notes by that person) to the Information Agent shall (subject to the terms of the Accession Letter):
- (a) become a Party to this Agreement; and

- (b) be bound by, and entitled to enforce, the terms of this Agreement as if they were an original party to the same in the capacity of a Consenting Creditor;

in each case, on and from the date of its Accession Letter.

Transfer and Purchase

- 10.3 No Consenting Creditor may sell, assign, novate or otherwise transfer or dispose of (whether directly or indirectly) all or any part of its legal or beneficial interests, rights, benefits or obligations under or in respect of any of the Restricted Notes held by it or implement any transaction of a similar or equivalent economic effect (collectively, a “**Transfer**”) other than in accordance with Clause 10.4 below.
- 10.4 While this Agreement remains in effect, a Transfer will only be valid and effective if:
- (a) the Transfer is permitted and made in accordance with the terms of the relevant Note Documents;
- (b) the relevant transferee is either a Consenting Creditor or has first agreed to be bound by the terms of this Agreement as a Consenting Creditor by acceding to this Agreement in accordance with Clauses 10.1 and 10.2 above or a Qualified Market-Maker as provided for in Clause 10.10; and
- (c) a Transfer Notice and any other required documents are validly executed (if required by the Information Agent) and delivered to the Information Agent within ten (10) Business Days from the date of such Transfer (having been executed by both the transferee, after acceding to this Agreement and the transferor, if required by the Information Agent) and, if applicable, includes details of the transferor’s and transferee’s Accession Code
- 10.5 A Consenting Creditor may update the information submitted to the Information Agent via the Accession Portal (<https://portal.morrowsodali.com/yestarRSA>), including any information about the number of Notes held by that Consenting Creditor.
- 10.6 The Information Agent will update its records reflecting holdings of Restricted Notes at any given time in accordance with any validly executed (if required by the Information Agent) Transfer Notices and/or validly executed Accession Letters (or any subsequent updates to such Accession Letters) it receives. For the avoidance of doubt, any Notes which were Eligible Restricted Notes prior to the completion of a Transfer in accordance with Clause 10.4 shall remain Eligible Restricted Notes following and notwithstanding the completion of the Transfer.
- 10.7 Without prejudice to Clauses 10.1 to 10.6 above, if any Consenting Creditor purports to effect a Transfer other than in accordance with this Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*), then that Consenting Creditor shall remain liable as a Consenting Creditor in respect of its obligations and liabilities under this Agreement, in respect of the relevant Restricted Notes until the relevant transferee is bound by the terms of this Agreement.
- 10.8 Upon the completion of a Transfer pursuant to Clause 10.4, the transferee shall be deemed to be a Consenting Creditor hereunder with respect to such transferred portion of interest in the Restricted Notes and the transferor shall be deemed to have relinquished its rights, claims and liabilities (other than accrued liabilities under this Agreement), including, if applicable, any right to receive the Consent Fee in respect of any transferred portion of interest in Eligible Restricted Notes, and be released from its obligations under this Agreement with respect to such transferred portion of interest in the Restricted Notes, provided that the rights,

obligations and liabilities of the other Parties under this Agreement, other than with respect to the transferor (as described above) shall not be affected by the Transfer or the execution and delivery of the Accession Letter.

- 10.9 For the avoidance of doubt and subject to this Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*), nothing in this Agreement will prevent a Consenting Creditor (or any fund or other entity advised or managed by the investment advisor or manager of such Consenting Creditor) from purchasing or transferring additional Notes. Such Consenting Creditor must, as soon as reasonably practicable, and in any event within ten (10) Business Days from the date of any purported change (whether an increase or decrease) to its holdings shall provide to the Information Agent a validly signed (if required by the Information Agent) Transfer Notice via the Transfer Portal (<https://portal.morrowsodali.com/yestarTRANSFER>) and/or amend their details of their holdings in the Accession Letter (if applicable) in order to indicate that such additional Notes are Restricted Notes for the purposes of this Agreement. For the avoidance of doubt, any additional Notes acquired after the Consent Fee Deadline will not be entitled to receive any Consent Fee.

Qualified Market-Maker transfers

- 10.10 A Qualified Market-maker that acquires an interest in the Restricted Notes from a Consenting Creditor, with the purpose and intent of acting as a qualified market-maker in respect of the Restricted Notes (each, a “**QMM Transfer**”), shall not be required to execute and deliver an Accession Letter in accordance with this Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*) or otherwise agree to be bound by the terms and conditions set forth in this Agreement, provided that:
- (a) such Qualified Market-Maker transfers such interest in the Restricted Notes (by purchase, sale, assignment, participation or otherwise) within ten (10) Business Days of its acquisition to a Consenting Creditor or to a transferee who accedes to this Agreement as a Consenting Creditor in accordance with this Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*) (each, a “**Back-to-Back Transfer**”); and
 - (b) on or prior to the date of each of the QMM Transfer and the Back-to-Back Transfer, the Information Agent has received from each of the relevant parties all documentation required under the terms of this Agreement set out herein in relation to both the QMM Transfer and the Back-to-Back Transfer.

For the purposes of Clause 10.10, the relevant transferor (including the Qualified Market Maker as transferor) shall be responsible for providing the relevant transferee (including the Qualified Market Maker as transferee) all relevant details, including the transferor’s identity, contact details and Accession Code, in order for such transferee to complete and submit to the Information Agent a valid Transfer Notice and any other documentation required under the terms of this Agreement.

In the event that the relevant Qualified Market Maker fails to complete a transfer within ten (10) Business Days of the date of the Restricted Notes acquisition, such Qualified Market Maker shall be required to execute and deliver an Accession Letter in accordance with this Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*) or otherwise agree to be bound by the terms and conditions of this Agreement in respect of the Restricted Notes it acquired pursuant to the transfer.

Aggregate Position Disclosure

- 10.11 Each Consenting Creditor authorises the Information Agent to disclose the Aggregate Percentage (at the relevant time based on the Accession Letter and/or Transfer Notice) to the Issuer (and its Advisors) or to any Consenting Creditor upon reasonable request by any of them (as determined by the Issuer) or if the Issuer in its sole discretion requests the Information Agent to do so.

Blocked Consenting Creditors

- 10.12 Notwithstanding anything to the contrary in this Agreement, Blocked Consenting Creditors may accede to this Agreement as Consenting Creditors by submitting validly executed accession forms (to be requested from bond@yesstarnet.com.cn) to the Issuer.

11. REPRESENTATIONS AND WARRANTIES

- 11.1 Each Party represents and warrants to the other Parties, on the date of this Agreement (or on the date of the Accession Letter, in the case of a Consenting Creditor), that:

- (a) unless any Party is a natural person, it is duly incorporated (if a corporate person) or duly established (in any other case) and validly existing under the laws of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted;
- (b) the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations, subject to applicable bankruptcy, insolvency, reorganisation or other laws affecting creditors' rights generally and subject to general principles of equity regardless of whether considered in proceedings in equity or at law;
- (c) the entry into and performance by it of this Agreement do not and will not conflict with:
 - (i) any law or regulation applicable to it;
 - (ii) any order, writ, injunction, decree, statute, rule or regulation applicable to it;
 - (iii) its constitutional documents; or
 - (iv) any agreement or instrument binding upon it or any of its assets;
- (d) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement and the transactions contemplated hereby and has duly executed this Agreement; and
- (e) all Authorisations required or desirable:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Agreement;
 - (ii) to give valid instructions to the Trustee and exercise the rights of a Holder (as the term is defined in the Indenture); and
 - (iii) to make this Agreement admissible in evidence in its jurisdiction of incorporation;

have been obtained or effected and are in full force and effect.

- 11.2 Each Subsidiary Guarantor represents and warrants to each Consenting Creditor, and agrees and confirms that it is a Subsidiary Guarantor (as defined in the Note Documents) under the terms of the Note Documents.
- 11.3 Each Consenting Creditor represents and warrants to the Issuer that on the date of any Accession Letter and/or Transfer Notice in relation to additional Notes delivered by it or on its behalf in accordance with the terms of this Agreement, it or the entity that it represents (if applicable) is the beneficial owner of and has full power (or is able to direct the legal and beneficial owner of the Notes) to vote in respect of the Notes or additional Notes as set out in its Accession Letter or its Transfer Notice, as applicable.
- 11.4 Each Consenting Creditor that is an investment fund or similar entity represents and warrants to the Issuer on the date of its Accession Letter and at all times while this Agreement remains in effect and it continues to constitute a Consenting Creditor that its investment manager and/or advisor is the person identified as its investment manager and/or advisor in paragraph 4 of its Accession Letter.
- 11.5 The Issuer additionally represents and warrants to each other Party on the date of this Agreement that:
- (a) it has the power to own its assets and carry on its business as it is being, and is proposed to be, conducted;
 - (b) except as provided for or contemplated in this Agreement and/or the Term Sheet, the Issuer (or any member of the Group) has not entered into any other arrangement or agreement with respect to the Existing Debt (other than various standstill arrangements); and
 - (c) it is not aware (having made all reasonable enquiries) of any order or resolution for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it or any other member of the Group, and no analogous procedure has been commenced and is continuing in any jurisdiction.

12. TERMINATION

- 12.1 This Agreement and the rights and obligations created pursuant to this Agreement will terminate (subject to the provisos in Clause 12.3) automatically and immediately on the Restructuring Effective Date.
- 12.2 This Agreement may otherwise be terminated (subject to the provisos in Clauses 12.3 and 12.4):
- (a) by mutual written agreement of the Issuer and the Subsidiary Guarantors, on the one hand, and the Majority Consenting Creditors, on the other;
 - (b) at the election of the Noteholder Committee by and upon a written notice of termination to the Issuer (which shall notify the other Parties), following the occurrence of:
 - (i) the Longstop Date;

- (ii) subject to Clause 5.12, any breach of or non-compliance with any Restructuring Key Term, or Clause 19.1 by the Issuer or any of the Subsidiary Guarantors; or
 - (iii) any breach of or non-compliance with the terms of any Escrow Arrangement or Escrow Account Security Document by the Issuer, any Subsidiary Guarantor or any other Group entity party to such agreement, or the rescission or termination of such agreement or the release of the Escrow Account Security under any Escrow Account Security Document (other than in accordance with its terms or by mutual agreement amongst the parties thereto) by the Issuer, any Subsidiary Guarantor or any other Group entity; or
- (c) at the election of the Super Majority Consenting Creditors by and upon written notice of termination to the Issuer (which shall notify the other Parties), following the occurrence of any of the following:
- (i) the occurrence of an Insolvency Event;
 - (ii) if the Restructuring is inconsistent with the terms as set out in the Term Sheet (as amended if applicable in accordance with this Agreement);
 - (iii) the Cayman Court rejecting, in a final and unappealable decision, the Issuer's application to convene a Scheme Meeting;
 - (iv) any Obligor fails to comply with this Agreement in any material respect and such non-compliance is not remedied within ten (10) Business Days of written notice of such non-compliance being given to the Issuer by the Majority Consenting Creditors; or
 - (v) occurrence of a Change of Control (as defined in the Note Documents), but without prejudice to any right of prepayment under the Note Documents in relation to that Change of Control.

12.3 Upon any termination in accordance with this Clause 12 (*Termination*), the relevant Party or Parties shall, subject as follows, be immediately released from all their obligations and shall have no rights under this Agreement, and (other than a termination in accordance with this Clause 12 (*Termination*) on or after the granting of a Winding-Up Order against the Issuer), the Escrow Arrangements and the Escrow Account Security Documents, provided that such termination and release:

- (a) shall not limit or prejudice the rights of any Party against any other Party which have accrued as a result of, or relate to, breaches of the terms of this Agreement at the time or prior to termination; and
- (b) shall not limit the effect of Clauses 4 (*Escrow Arrangements*), 5 (*Guarantee of Application of Equity Transfer Consideration*), 12 (*Termination*) to 17 (*Costs and Expenses*), 19 (*Disclosure*) and 20 (*Governing Law and Jurisdiction*), each of which shall continue to apply in full force and effect.

12.4 Notwithstanding any other Clauses in this Agreement, nothing in this Agreement shall allow any Party to terminate this Agreement as a result of (a) its own breach of this Agreement; or (b) at any time after an enforcement of any Escrow Account Security Document granted by the Equity Seller or Shanghai Yestar Healthcare Technology Co., Ltd. 巨星医疗科技(上海)有限公司 by the Security Agent following the granting of a Winding-Up Order against the

Equity Seller or Shanghai Yestar Healthcare Technology Co., Ltd. 巨星医疗科技(上海)有限公司 provided the Escrow Funds are still deposited into the Escrow Account maintained by the entity that is subject to the Winding-Up Order.

13. AMENDMENT AND WAIVER

13.1 Except as provided in Clauses 13.2 and 13.3, any terms of this Agreement (including any terms of any Schedule hereto) may be amended or waived in writing by the Majority Consenting Creditors, the Issuer and the Subsidiary Guarantors and such amendment or waiver shall be binding on all Parties.

13.2 Subject to Clauses 13.3 and 13.4, the Issuer and the Subsidiary Guarantors (acting in its sole discretion) may amend any term of this Agreement (including any terms of any schedule hereto) in connection with the following:

- (a) to increase any cash consideration or other redemption amounts payable in connection with the Proposed Transactions;
- (b) to increase the aggregate of the Consent Fee payable in connection with the Proposed Transactions;
- (c) to cure any ambiguity, defect, omission or inconsistency in this Agreement;
- (d) to waive any of the obligations of the Consenting Creditors pursuant to Clauses 8 (*Fees*) and 10 (*Accession, Position Disclosure, Transfer and Purchase*); and
- (e) to make any other change to the terms of the Restructuring or this Agreement that is beneficial to, and does not have a material adverse effect on, the rights of any Consenting Creditor when compared to the terms then in effect.

13.3 An amendment or waiver:

- (a) subject to sub-clause (b) below, in respect of the material money terms of the Restructuring set out in the Term Sheet may only be made in writing by each of the Issuer and the Majority Consenting Creditors; and
- (b) which would amend the definitions of “Majority Consenting Creditors” or “Super Majority Consenting Creditors” or Clause 3.1 or this Clause 13.3,

may only be made in writing by the Issuer, the Subsidiary Guarantors and each Consenting Creditor.

13.4 Notwithstanding anything to the contrary under this Agreement but subject to Clause 13.5(b), any amendment or waiver in connection with the following shall only be made in writing by each of the Issuer and the Noteholder Committee:

- (a) the definition of “Equity Transfer Consideration”, “Escrow Agent”, “Escrow Account (Onshore)”, “Escrow Account (Offshore)”, “Escrow Arrangement”, “Noteholder Committee Work Fee”, “Noteholder Committee” “Noteholder Committee Counsel”, “Restructuring Effective Date” or “Winding-Up Order”;
- (b) the definition of “Consent Fee Deadline” or “Longstop Date”;
- (c) paragraph 1 (*Work Fee*) of the section titled “Restructuring Fees” in the Term Sheet;

- (d) the sections titled “Conditions Precedent” or “Restructuring Costs & Expenses” in the Term Sheet;
 - (e) Clauses 3.4(c), 3.4(i), 3.4(k), 3.4(m), 3.4(n), 3.4(o) or 3.5;
 - (f) Clauses 4 or 5, or any of the terms of any Escrow Arrangement or Escrow Account Security Document;
 - (g) Clause 6;
 - (h) Clauses 8.5, 8.6 or 8.7;
 - (i) Clause 12.2(b), 12.2(c) or 12.3;
 - (j) this Clause 13.4 or Clause 13.5;
 - (k) Clause 19.1; or
 - (l) Clause 20.3.
- 13.5 A reference in this Agreement to Noteholder Committee or any instruction, consent, confirmation, permission, approval or other authorisation by the Noteholder Committee or any action to be taken or right to be exercised by the Noteholder Committee shall be deemed to be:
- (a) a reference to Majority Consenting Creditor;
 - (b) an instruction, consent, confirmation, permission, approval or other authorisation by the Majority Consenting Creditor; and
 - (c) an action to be taken or right to be exercised by the Majority Consenting Creditor, in the event that and during any period in which members of the Noteholder Committee hold less than 35 per cent. of the aggregate principal amount of the Notes then outstanding.
- 13.6 Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party and it applies only in the circumstances for which it is given, and shall not prevent the Party who has given the waiver from subsequently relying on the provision it has waived.
- 13.7 Except as expressly stated, no failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof
- 13.8 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.
- 13.9 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 14. NOTICE**
- 14.1 A notice given under this Agreement:
- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);

- (b) shall be sent for the attention of the person, and to the address, email addresses or fax number, given in Schedule 6 (*Notice Details*) or, in the case of a Consenting Creditor, given in its Accession Letter (or such other address, email address, fax number or person as the relevant Party may notify to the other Parties); and
 - (c) shall be:
 - (i) delivered personally;
 - (ii) sent by fax;
 - (iii) sent by post or recorded delivery;
 - (iv) (if the notice is to be served by post outside the country from which it is sent) sent by airmail; or
 - (v) sent by e-mail.
- 14.2 A notice is deemed to have been received:
- (a) if delivered personally, at the time of delivery;
 - (b) in the case of fax or e-mail, at the time of transmission, provided that if not transmitted during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of the next Business Day of the recipient;
 - (c) in the case of post or recorded delivery, forty-eight (48) hours from the date of posting;
 - (d) in the case of airmail, five (5) Business Days after the date of posting; or
 - (e) if deemed receipt under the previous paragraphs of this Clause 14 (*Notice*) is not within business hours (meaning 9:00 a.m. to 5:30 p.m. Hong Kong time, Monday to Friday on a day that is a Business Day), when business next starts in the place of receipt.
- 14.3 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number of the Party, by e-mail to the e-mail address of the Party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
- 15. SEVERANCE**
- 15.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 16. THIRD PARTY RIGHTS**
- 16.1 Save as expressly set out in this Agreement, no person that is not a Party shall have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong)

(the “**Third Parties Rights Ordinance**”) to enforce or to enjoy the benefit of any term of this Agreement.

16.2 Notwithstanding any term of this Agreement, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

16.3 Any Information Agent, Trustee, Security Agent, Obligor, Receiver, Delegate may, subject to this Clause 16 and the Third Parties Rights Ordinance, rely on any Clause of this Agreement which expressly confers rights on it.

17. COSTS AND EXPENSES

Save as expressly set out in this Agreement, each Party shall be responsible for its own costs, expenses and charges incurred in connection with this Agreement and the Restructuring.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

19. DISCLOSURE

19.1 All Parties agree to the Public Version of this Agreement and/or the aggregate principal amount of Notes held by all Consenting Creditors and/or the Aggregate Percentage at the relevant time based on any relevant Accession Letter and Transfer Notices provided to the Information Agent and/or Issuer being publicly or privately disclosed by any Party to any person, including (but not limited to) by transmission to holders of the Notes through the Clearing Systems. Save as provided in Clause 19.2, none of the Information Agent, the Issuer, the Consenting Creditors or any of its or their Affiliates may, without the prior written consent of the relevant Consenting Creditor or the Individual Guarantor (as applicable), disclose (i) the identity of any Consenting Creditor or the specific number of Notes it directly or indirectly holds, and/or (ii) the details of the Individual Guarantor other than the name to any other person.

19.2 Notwithstanding anything to the contrary herein, any Party may disclose the execution version of this Agreement (and any Accession Letters or Transfer Notices):

- (a) to the Trustee for the Notes and/or the Information Agent;
- (b) to the Cayman Court as part of the evidence to be submitted in respect of the Cayman Scheme and in support of any application to the courts of any jurisdiction for recognition of, or assistance in relation to, the Cayman Scheme;
- (c) to the relevant courts of any appropriate jurisdiction(s) for the purposes of obtaining cross-border recognition and relief in connection with the Cayman Scheme (if applicable) and to the parties directly involved in the application of such proceedings;
- (d) to any Governmental Agency, any of its professional consultants (including, without limitation, its Advisors and auditors), or its financiers or to its employees, to the extent such disclosure is required in order to implement the Restructuring;
- (e) to its auditors, in connection with the preparation of its statutory accounts, its statutory regulator, tax authority or professional indemnity insurer;

- (f) in the case of a Consenting Creditor only, to its Affiliates and to its Advisors solely in connection with their capacity as Affiliates or Advisors to the Consenting Creditors in connection with the Restructuring;
- (g) to the extent required or compelled by applicable law, directive, rule or regulation;
- (h) if required by the rules of any relevant stock exchange or competent governmental, judicial, supervisory, regulator or self-regulatory body or any order of any court of competent jurisdiction;
- (i) in respect of or in connection with enforcing any rights under this Agreement or any of the Restructuring Documents; and/or
- (j) with respect to any information that is, was or becomes available to the public other than as a result of a disclosure by them in violation of this Agreement.

20. GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and shall be construed in accordance with the laws of Hong Kong.
- 20.2 The courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).
- 20.3 Without prejudice to any other mode of service allowed under any relevant law, the Individual Guarantor and any Subsidiary Guarantor (which is not incorporated in Hong Kong):
- (a) irrevocably appoints Yestar International (HK) Company Limited at its registered office address in Hong Kong (which, as at the date of this Agreement, is at Suite 2105 21/F, Central Plaza 18 Harbour Road, Hong Kong) as its agent for service of process in relation to any proceedings before the Hong Kong courts in connection with this Agreement;
 - (b) agrees that failure by a process agent to notify the Debtor of the process will not invalidate the proceedings concerned; and
 - (c) if any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Individual Guarantor and each such Subsidiary Guarantor must immediately (and in any event within five Business Days of such event taking place) appoint another agent on terms acceptable to the Noteholder Committee. Failing this, the Noteholder Committee may appoint another agent for this purpose.
- 20.4 Each Subsidiary Guarantor (including Yestar International (HK) Company Limited) and the Individual Guarantor expressly agrees and consents to the provisions of Clause 20.3 and Yestar International (HK) Company Limited hereby irrevocably agrees to act as the agent of each other Subsidiary Guarantor and the Individual Guarantor for service of process in accordance with this Clause.

This Agreement has been executed and delivered and entered into as a deed poll on the date stated on the first page hereof.

SCHEDULE 1

PART A: SUBSIDIARY GUARANTORS

- (1) **Yestar Asia Company Limited** (巨星亞洲有限公司), a company incorporated with limited liability under the laws of the British Virgin Islands.
- (2) **Yestar International (HK) Company Limited** (巨星國際(香港)集團有限公司), a company incorporated with limited liability under the laws of Hong Kong.

PART B: INDIVIDUAL GUARANTOR

Mr. James Hartono, a director and chairman of the board of directors of the Issuer

SCHEDULE 2

DEFINITIONS AND INTERPRETATION

PART A: DEFINITIONS

In this Agreement, each word, phrase or expression shall (unless the context otherwise requires) bear the meaning attributed to it below:

“**2022 Coupon Payment**” means the interest payment that was due in respect of the Notes on 30 December 2022, subject to applicable grace periods.

“**2022 Redemption**” means the obligation of the Issuer under the Indenture to redeem 5% of the original principal amount of the Notes by 30 December 2022.

“**Accession Code**” means a unique code provided by the Information Agent to a Consenting Creditor following its valid accession to this Agreement, and which must be included by such Consenting Creditor in its voting instructions in respect of the Cayman Scheme.

“**Accession Letter**” means a letter pursuant to which a person becomes a Party as a Consenting Creditor, in the form set out in Schedule 3 (*Form of Accession Letter*).

“**Accession Portal**” means the website maintained by the Information Agent in connection with this Agreement, which shall be <https://portal.morrowsodali.com/yestarRSA> or such other website as notified to the Parties from time to time.

“**Account Holder**” means a person who is recorded in the books of a Clearing System as being a holder of Notes in an account with such Clearing System at the Record Time.

“**Account Holder Letter**” means a letter from an Account Holder on behalf of the Scheme Creditor in the form attached to the relevant Scheme Document.

“**Advisor**” means any professional advisor, including, without limitation, a legal or financial advisor or external auditor.

“**Affiliate**” means, with respect to any person, any other person: (a) directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person; or (b) who is a director or officer of such person or any Subsidiary of such person or of any person referred to in clause (a) of this definition. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

“**Agent**” has the meaning ascribed to that term in the Indenture.

“**Aggregate Percentage**” means, at any time, the percentage that the aggregate outstanding principal amount of the Restricted Notes held by all Consenting Creditors collectively (calculated based on the disclosures provided in this Agreement, the Accession Letters and Transfer Notices, as applicable) represents of the outstanding principal amount of all Notes.

“**Authorisation**” means:

- (a) an authorisation, consent, approval, resolution, license, exemption, filing, notarisation, lodgment or registration; or

- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action.

“Blocked Consenting Creditor” means a Consenting Creditor (other than a Sanctioned Consenting Creditor, unless that Sanctioned Consenting Creditor has the benefit of a relevant licence) that is not entitled, able or permitted (whether directly or through a custodian) to submit instructions or settle through the Clearing Systems as a result of any Applicable Sanctions affecting the Consenting Creditor or its custodian.

“Business Day” means any day which is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the City of New York, Hong Kong or the Cayman Islands are authorised or required by law or governmental regulation to close.

“Cayman Companies Act” means the Cayman Islands Companies Act (2023 Revision) as amended, modified or re-enacted from time to time.

“Cayman Court” means the Grand Court of the Cayman Islands and any court capable of hearing appeals therefrom.

“Cayman Sanction Order” means the sealed copy of the order of the Cayman Court sanctioning the Cayman Scheme.

“Cayman Scheme” means the scheme of arrangement proposed to be effected pursuant to section 86 of the Cayman Companies Act between the Issuer and the Scheme Creditors for the purpose of implementing the Restructuring.

“Clearing System” means any one of:

- (a) Clearstream Banking S.A; or
- (b) Euroclear Bank S.A./N.V.

“Consent Fee” means, subject to and payable in accordance with Clauses 8.1 to 8.4, an aggregate amount equal to US\$972,530.

“Consent Fee Deadline” means 5:00 p.m. Hong Kong time on 5 January 2024 or such later date and time as the Issuer may elect.

“Consenting Creditor” means any Noteholder who has executed and delivered a valid Accession Letter to the Information Agent in accordance with Clauses 10.1, but excluding those Consenting Creditors who have exercised their right to terminate this Agreement in accordance with its terms.

“Current Remittance Approval” means:

- (a) the FDI capital reduction outflow control information form (FDI 减资流出控制信息表) dated 24 August 2023 relating to the capital reduction of Shanghai Yestar Healthcare Technology Co., Ltd. 巨星医疗科技(上海)有限公司; and
- (b) the registration voucher for overseas lending (对外债权业务登记凭证) dated 20 July 2023 issued by the State Administration of Foreign Exchange, Guangxi Zhuang Autonomous Region Branch to the Equity Seller.

“Delegate” means any delegate, agent, attorney or co-trustee appointed by a Security Agent.

“Eligible Restricted Note” means a Restricted Note which was made subject to this Agreement by a Consenting Creditor on or prior to the Consent Fee Deadline (subject to extensions in accordance with the terms of this Agreement).

“Enforcement Action” means, in relation to any Note Document:

- (a) the acceleration of any sum payable or the making of any declaration that any sum payable is due and payable or payable on demand;
- (b) the making of any demand against any member of the Group under any guarantee or surety provided by that member of the Group;
- (c) the suing for, commencing, or joining of any legal or arbitration proceedings against any member of the Group to recover any sums payable or under any guarantee or surety provided by any member of the Group;
- (d) the taking of any steps to enforce or require the enforcement of any security granted by any member of the Group;
- (e) the levying of any attachment, garnishment, sequestration or other legal process over or in respect of any assets of the Group;
- (f) the petitioning, applying, or voting for any Insolvency Proceedings in relation to any member of the Group;
- (g) the commencing or continuation of any legal action or other proceedings against any member of the Group (or any director or officer thereof) or any of their respective assets;
- (h) joining any other entity or person in the exercise of any of the foregoing rights;
- (i) exercising any right, power, privilege or remedy in connection with the foregoing; or
- (j) directing any trustee or agent to do any of the foregoing,

other than (x) as contemplated by the Restructuring, and (y) any action falling within (a) to (j) above which is necessary, but only to the extent necessary, to preserve the validity, existence, or priority of claims in respect of the Notes, including the registration of such claims before any court or governmental authority and the bringing, supporting or joining of proceedings to prevent the loss of the right to bring, support, or join proceedings by reason of applicable limitation periods.

“Equity Purchaser” means Mr. Li Bin (李斌).

“Equity Seller” means Yestar (Guangxi) Medical System Co., Ltd (广西巨星医疗器械有限公司), a limited liability company incorporated under the laws of the PRC with unified social credit code of 914501006976322500.

“Equity Transfer” means the sale and purchase of all of the shares held by the Equity Seller in Shanghai Emphasis Investment Management Consulting Co., Ltd., Shanghai Jianchu Medical Co., Ltd., Shanghai Chaolian Trading Co., Ltd., Shanghai Haole Industrial Co., Ltd., and Shanghai Dingpei Industrial Co., Ltd to the Equity Purchaser in accordance with the terms of the Equity Transfer Agreement.

“Equity Transfer Agreement” means the equity transfer agreement dated 30 December 2022 and entered into between the Equity Seller and the Equity Purchaser with respect to the Equity Transfer.

“Equity Transfer Consideration” means an amount not less than US\$53 million (or its equivalent in any other currency), being the aggregate cash proceeds received or receivable by the Seller or any other Group entity in respect of the Equity Transfer net of all costs relating to such Equity Transfer, including (a) legal, accounting and investment banking fees, and brokerage and sales commissions and other expenses incurred as a result of the Equity Transfer, (b) taxes paid or payable as a result of the Equity Transfer, and (c) any amounts to be set aside in any reserve established in accordance with GAAP for adjustment in respect of the sale price of such assets or for liabilities associated with such Equity Transfer and retained by the Seller or any of member of the Group, including any indemnification obligations associated with the Equity Transfer.

“Escrow Accounts” means, collectively, each of the Escrow Accounts (Onshore) and the Escrow Account (Offshore) and “Escrow Account” means one or either of such accounts (as the context permits).

“Escrow Account (Onshore)” means each of the following onshore Escrow Accounts:

- (a) the onshore general account opened in the name of the Equity Seller with China Construction Bank Corporation, Guangxi Branch (中国建设银行股份有限公司广西壮族自治区分行营业部), with account number 45050159415100003594; and
- (b) the onshore foreign debt advance account (对外放款账户) opened in the name of the Equity Seller with China Construction Bank Corporation, Guangxi Branch (中国建设银行股份有限公司广西壮族自治区分行营业部), with account number 45050159415100003685; and
- (c) the onshore capital reduction account opened in the name of Shanghai Yestar Healthcare Technology Co., Ltd. 巨星医疗科技(上海)有限公司 with China Construction Bank Corporation, Shanghai Huangpu Branch (中国建设银行股份有限公司上海黄浦支行), with account number 31050170360000006441,

in each case, as such account may be redesignated, renewed, renumbered, replaced or substituted, and each other account designated as such by the Issuer and the RSA Agent.

“Escrow Account (Offshore)” means each of the following offshore Escrow Accounts:

- (a) the offshore account opened in the name of Yestar International (HK) Company Limited (巨星國際(香港)集團有限公司) with Escrow Agent, with account number 8462 1016 8925; and
- (b) the offshore account opened in the name of the Issuer with Escrow Agent, with account number 8462 1016 9078,

in each case, as such account may be redesignated, renewed, renumbered, replaced or substituted, and each other account designated as such by the Issuer and the RSA Agent.

“Escrow Account Security” means the security created or evidenced or expressed to be created or evidenced under or pursuant to the Escrow Account Security Documents.

“Escrow Account Security Documents” means one agreement or a series of agreements or deeds providing for a first ranking pledge or charge over each Escrow Account (and the cash standing to the credit thereto) in favour of the Security Agent as continuing security for the discharge of the secured obligations under and as defined in the Escrow Account Security Documents.

“Escrow Agent” means China Construction Bank (Asia) Corporation Limited, China Construction Bank Corporation, Guangxi Branch (中国建设银行股份有限公司广西壮族自治区分行营业部), and China Construction Bank Corporation, Shanghai Huangpu Branch (中国建设银行股份有限公司上海

黄浦支行) or such other person selected by the Issuer, and acceptable to the RSA Agent, to act as escrow agent pursuant to the terms of the Escrow Arrangement.

“**Escrow Arrangement**” means one agreement or a series of agreements to be entered into between the Escrow Agent, the account holder of each Escrow Account and the RSA Agent, each in a form reasonably acceptable to the Issuer and the RSA Agent, in respect of each of the Escrow Accounts.

“**Escrow Funds**” means the funds standing to the credit of an Escrow Account.

“**GAAP**” means U.S. generally accepted accounting principles, applied on a consistent basis.

“**Governmental Agency**” means any government or any governmental, semi-governmental, administrative, judicial or quasi-judicial body or tribunal, department, public authority, agency or statutory authority (including, without limitation, any stock exchange or any self-regulatory organisation established under statute).

“**Group**” means the Issuer and its Subsidiaries.

“**Guaranteed Obligations**” has the meaning given to that term in Clause 5.1.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China.

“**Indenture**” means the indenture, dated as of 30 December 2021, as amended, supplemented, or otherwise modified from time to time, amongst the Issuer, the Subsidiary Guarantors, the Trustee and the Security Agent, pursuant to which the Notes were issued.

“**Information Agent**” means Morrow Sodali Limited, or any other person appointed by the Issuer to act as information agent in connection with the Cayman Scheme.

“**Insolvency Event**” means a court of competent jurisdiction granting an order to commence any Insolvency Proceedings.

“**Insolvency Proceedings**” means:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, bankruptcy, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Restructuring Obligor;
- (b) a composition or arrangement with any creditor of any Restructuring Obligor, or an assignment for the benefit of creditors generally of any Restructuring Obligor or a class of such creditors;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor, restructuring officer or other similar officer in respect of any Restructuring Obligor or any of its assets;
- (d) enforcement of any security over any assets of any Restructuring Obligor; or
- (e) any procedure or step taken in any jurisdiction analogous to those set out in paragraphs (a) to (d) above,

excluding, for the avoidance of doubt, the Cayman Scheme or any ancillary or parallel proceedings thereto, including, but not limited to, any proceedings to implement or effect cross-border or parallel recognition or implementation of the Cayman Scheme or moratorium or other protection proceeding to the extent required or desirable as determined by the Issuer.

“**Intercreditor Agreement**” has the meaning ascribed to it in the Indenture.

“**Intermediary**” means a person who holds an interest in Notes on behalf of another person, but who is not an Account Holder.

“**Liability**” means any debt, liability or obligation whatsoever, whether present, future, prospective or contingent.

“**Longstop Date**” means the date falling six (6) month after the date of this Agreement, or such later date as the Issuer may, subject to the prior written consent of all members of the Noteholder Committee, elect to extend and provided that such later date shall be a date no later than the date falling nine (9) months after the date of this Agreement.

“**Majority Consenting Creditors**” means, at any time, Consenting Creditors who hold (beneficially, as principal) an aggregate outstanding principal amount of more than 50% of the outstanding principal amount of the Notes held in aggregate by all Consenting Creditors at that time.

“**Note Documents**” means the Notes, the Indenture, the Intercreditor Agreement, the Security Documents, the Subsidiary Guarantees and any other agreements, instruments and/or documents related to the Notes.

“**Noteholder**” means either (i) a legal and/or beneficial owner of any of the Notes; or (ii) an investment manager for, or Advisor to, discretionary accounts or funds that are a legal and/or beneficial owner of any of the Notes.

“**Noteholder Committee**” means the committee of Noteholders which members have acceded to this Agreement, as constituted from time to time, and which was formed for the purposes of considering and negotiating the Restructuring and advised by the Noteholder Committee Counsel.

“**Noteholder Committee Counsel**” means Hogan Lovells in its capacity as legal advisor to the Noteholder Committee.

“**Noteholder Committee Work Fee**” has the meaning given to that term in Clause 8.5.

“**Notes**” means the US\$197,864,523 aggregate principal amount of 9.5% senior notes due 2026 issued by the Issuer and guaranteed by the Subsidiary Guarantors, of which US\$194,506,648 is outstanding for purposes of the Restructuring.

“**Obligors**” means, collectively, the Issuer and the Subsidiary Guarantors; and “**Obligor**” means any one of them.

“**Proceeds**” means all receipts or recoveries by the Security Agent pursuant to, or upon enforcement of, any of the Rights.

“**Party**” means a party to this Agreement.

“**PRC**” means The People’s Republic of China and for the purpose of this Agreement, excluding Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan.

“**Public Version of this Agreement**” means a version of this Agreement and its Schedules headed “Public Version” on its cover page prepared by Dechert (in its capacity as legal advisor to the Issuer) which will contain redactions including but not limited to protecting the identities and notice details of the individual Consenting Creditors.

“**Qualified Market-Maker**” means an entity that: (i) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers, and sell to customers, Notes (or enter with customers into long and short positions in respect of the Notes), in its capacity as a dealer or market maker in the Notes; and (ii) is, in fact, regularly in the business of

making a two-way market in claims against issuers or borrowers (including debt securities and other debt).

“**Receiver**” means a receiver or receiver and manager or administrative receiver of the whole of any part of the assets, property and undertaking of the chargors under the Escrow Account Security Documents which from time to time are, or are expressed to be, the subject of the Escrow Account Security.

“**Record Time**” means in respect of the Cayman Scheme, the time designated by the Issuer for the determination of claims of Scheme Creditors for the purposes of voting at the Scheme Meeting.

“**Redemption Amount**” has the meaning ascribed to that term in the Term Sheet.

“**Restricted Notes**” means, with respect to a Consenting Creditor at any time, the aggregate outstanding principal amount of Notes set out in the Accession Letter then most recently delivered by that Consenting Creditor, as modified from time to time by any Transfer Notices (as applicable) delivered by such Consenting Creditor to the Information Agent or any update to the Accession Letter delivered by such Consenting Creditor to the Information Agent, subject to evidence satisfactory to the Information Agent having been provided in accordance with Clause 10 (*Accession, Position Disclosure, Transfer and Purchase*); and “**Restricted Note**” means any portion of the Restricted Notes.

“**Restructuring**” means the proposed restructuring of the indebtedness of the Obligors in respect of the Notes, through a Cayman Scheme, to be conducted in the manner contemplated by, and on the terms set out in, the Term Sheet and this Agreement (including, for the avoidance of doubt, any amendment, variation or modification thereof, however material, in accordance with the terms of this Agreement).

“**Restructuring Obligors**” means the Obligors, the Equity Seller and Shanghai Yestar Healthcare Technology Co., Ltd. 巨星医疗科技(上海)有限公司; and “**Restructuring Obligor**” means any one of them.

“**Restructuring Documents**” means all material documents, agreements and instruments necessary to implement the Restructuring in accordance with this Agreement and the Term Sheet, including, but not limited to, the Scheme Document, the Account Holder Letter and any material instructions with regards to the tendering of any Notes to a Clearing System.

“**Restructuring Effective Date**” means the day on which all conditions precedent to the Restructuring have been satisfied or waived (as the case may be), including the obtaining of all relevant approvals or consents, in accordance with the terms of the Restructuring Documents.

“**Restructuring Key Term**” means each of Clauses 3.4(c), 3.4(i), 3.4(k), 3.4(m), 3.4(n), 3.4(o), 8.2, 8.5, 8.6 and 8.7 and Clauses 4 and 5.

“**Rights**” means the security interests from time to time constituted by or pursuant to, or evidenced by, the Escrow Account Security Documents, all representations, covenants, guarantees, indemnities and other contractual provisions in favour of the Security Agent (other than any such made or granted solely for its own benefit) made or granted by any Restructuring Obligor in or pursuant to any of the Escrow Account Security Documents to which that member is a party, all rights vested by law in the Security Agent by virtue of its holding the security interests and all rights to make demands, bring proceedings or take any other action in respect thereof.

“**Sanction-Affected Person**” means a Blocked Consenting Creditor or a Sanctioned Consenting Creditor.

“**Sanctioned Consenting Creditor**” means a Consenting Creditor that is:

- (a) any person listed on, or owned or controlled by a person listed on, or acting on behalf or at the direction of a person listed on, any Sanctions List;
- (b) any person located or ordinarily resident in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or operating in or acting on behalf of, a person located or ordinarily resident in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions (at present, Cuba, Iran, North Korea, Syria, and the Crimea and Sevastopol regions and self-proclaimed Donetsk People’s Republic and Luhansk People’s Republic regions as well as non-government controlled areas of the Kherson and Zaporizhzhia oblasts of Ukraine);
- (c) any person otherwise a target of Sanctions (being any person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities); and in each case (insofar as is otherwise required) which does not have (or for which the Information Agent could not realistically obtain) a sanctions licence in respect of the applicable Sanctions which would allow that Consenting Creditor to freely deal in the Redemption Amount, the Consent Fee or any consideration or fees payable under or in connection with this Agreement or the Cayman Scheme, and submit instructions or settle through the Clearing Systems.

“**Sanctions**” means trade, economic or financial sanctions, laws, regulations, executive orders, directives, trade embargoes or restrictive measures imposed, administered or enforced from time to time by any Sanctions Authority

“**Sanctions Authority**” means each of:

- (a) the United Nations Security Council;
- (b) the European Union or any of its member states;
- (c) the government of the United States of America;
- (d) the government of the United Kingdom;
- (e) the Hong Kong Monetary Authority; and
- (f) any of their Governmental Agency, institutions or agencies, including, without limitation, OFAC, the US Department of Commerce, the US Department of State or the US Department of the Treasury and HMT.

“**Sanctions List**” means any of the Sanctions-related lists maintained by any Sanctions Authority and any similar list maintained, or a public announcement of a Sanctions designation made, by any Sanctions Authority, in each case as amended, supplemented or substituted from time to time.

“**Scheme Creditors**” means creditors of the Issuer whose claims against the Issuer and the other Obligors are (or will be) the subject of the Cayman Scheme.

“**Scheme Document**” means the composite document to be circulated by the Issuer to the holders of the Notes in relation to the Cayman Scheme, which will include (among other things) an explanatory statement and the terms of the Cayman Scheme.

“**Scheme Effective Date**” means the date on which the Cayman Sanction Order is filed with the registrar of companies in the Cayman Islands.

“**Scheme Meeting**” means the meeting of the creditors of the Issuer whose claims against the Issuer and the other Obligors are (or will be) the subject of the Cayman Scheme to vote on that Cayman Scheme convened pursuant to an order of the Cayman Court (and any adjournment of such meeting).

“**Security Agent**” means Madison Pacific Trust Ltd, as successor security agent to The Bank of New York Mellon, Hong Kong Branch, as original security agent, in each case under the Indenture.

“**Security Documents**” has the meaning ascribed to in the Indenture.

“**SEHK**” means The Stock Exchange of Hong Kong Limited.

“**SGX**” means Singapore Exchange Securities Trading Limited.

“**Subsidiary**” means with respect to any person, any corporation, association or other business entity of which more than 50% of the voting power of the outstanding voting stock is owned, directly or indirectly, by such person and one or more other Subsidiaries of such person. “**Subsidiaries**” shall be construed accordingly.

“**Subsidiary Guarantee**” has the meaning ascribed to it in the Indenture.

“**Super Majority Consenting Creditors**” means, at any time, Consenting Creditors who hold (in the aggregate) more than 75% of the outstanding principal amount of the Notes held (in the aggregate) by all Consenting Creditors at that time.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“**Term Sheet**” means the term sheet attached at Schedule 5 (*Term Sheet*) (as may be amended from time to time including in accordance with Clause 13 (*Amendment and Waiver*)).

“**Third Parties Rights Ordinance**” has the meaning ascribed to in Clause 16.1.

“**Third Party Petitioner**” means a person other than a Noteholder, the Trustee, the Security Agent and their Affiliates.

“**Transaction Website**” means the website maintained by the Information Agent in connection with the Restructuring, which shall be <https://projects.morrowsodali.com/yestar> or such other website as notified to the Parties from time to time.

“**Transfer**” has the meaning ascribed to it in Clause 10.3.

“**Transfer Notice**” means a notice substantially in the form set out in Schedule 4 (*Form of Transfer Notice*), as validly submitted and executed via the Transfer Portal (<https://portal.morrowsodali.com/yestarTRANSFER>).

“**Transfer Portal**” means <https://portal.morrowsodali.com/yestarTRANSFER> the portal managed by the Information Agent for creditors to submit Transfer Notices.

“**Trustee**” means Madison Pacific Trust Ltd, as successor trustee to The Bank of New York Mellon, London Branch, as original trustee, in each case under the Indenture.

“**Trustee Counsel**” means Hogan Lovells in its capacity as legal advisor to the Trustee.

“**Trustee Deed of Release**” means the deed of release to be entered into between the Trustee and the Issuer pursuant to which the Trustee releases, upon occurrence of the Restructuring Effective Date, any and all liabilities and obligations owing to it by any Obligor under or in connection with the Note Documents.

“**Winding-Up Order**” means, with respect to any Restructuring Obligor, a winding-up order (or its analogous in any jurisdiction) against that Restructuring Obligor on the basis of a petition filed by:

- (a) a Third Party Petitioner that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or to apply for a stay has expired and no appeals or applications for a stay have been timely taken, or as to which any appeal that has been taken has been resolved by the highest court to which such winding-up order could be appealed or the new trial, reargument, rehearing or stay shall have been denied, resulted in no modification of such winding-up order, or has otherwise been dismissed or stayed; or
- (b) any of the directors of that Restructuring Obligor.

PART B: INTERPRETATION

Save as otherwise expressly provided, the principles of interpretation set out below shall be applied in construing the provisions of this Agreement:

1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
2. A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.
4. References to Clauses and Schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant Schedule.
5. A reference to one gender shall include a reference to the other genders.
6. Words in the singular shall include the plural and *vice versa*.
7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
8. “Writing” or “written” includes writing via e-mail.
9. Where the words “include(s)”, “including” or “in particular” are used in this Agreement, they are deemed to have the words “without limitation” following them. The words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.
10. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
11. “US\$” denotes the lawful currency for the time being of the United States of America.
12. Subject to Clause 13 (*Amendment and Waiver*), references to this Agreement or to any other document include references to this Agreement or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Agreement or such other document or to the nature or amount of any obligations under such other document.

SCHEDULE 3

FORM OF ACCESSION LETTER

FOR INFORMATION ONLY.

DO NOT SUBMIT ANY PDF, SCANNED OR PHOTOGRAPHED VERSION OF THIS FORM.

*CONSENTING CREDITORS MUST VISIT THE ACCESSION PORTAL
(HTTPS://PORTAL.MORROWSODALI.COM/YESTARRSA) AND COMPLETE THE ACCESSION
FORM ELECTRONICALLY AND SUBMIT TOGETHER WITH VALID EVIDENCE OF HOLDING.*

To: Yestar Healthcare Holdings Company Limited
c/o Morrow Sodali Limited, as Information Agent¹

From: *[Insert name of Consenting Creditor]*

Email: *[email of Consenting Creditor]*

Date: _____ 2023

Dear Sirs,

**Restructuring Support Agreement dated _____ 2023, as amended and/or restated
from time to time (the “Agreement”)**

1. We refer to the Agreement. This is an Accession Letter as defined in the Agreement. Except as otherwise defined herein, terms defined in the Agreement have the same meaning when used in this Accession Letter. In addition, unless the context otherwise requires, the principles of interpretation set out in Part B (*Interpretation*) of Schedule 2 (*Definitions and Interpretation*) to the Agreement shall apply in construing the provisions of this Accession Letter.
2. We agree, for the benefit of each Party, to be a Consenting Creditor under the Agreement and to be bound by the terms of the Agreement as a Consenting Creditor.
3. We agree, represent and warrant to the Issuer on the date of this Accession Letter that we or the entity that we represent (if applicable) are the beneficial owner of and have full power to vote (or are able to direct the legal and beneficial owner of the Notes to vote) in respect of the Notes as set out in this Accession Letter.
4. We represent and warrant to the Issuer that:
 - (a) we [are / are not] a Sanction-Affected Person; and
 - (b) our investment manager and/or advisor is [●]².
5. The contact details of *[insert name of Consenting Creditor]* for purposes of Clause 14 (*Notice*) of the Agreement are as follows:

¹ Each Noteholder should visit the transaction website (<https://projects.morrowsodali.com/yestar>) for further information on how the Accession Letter needs to be submitted to the Information Agent, which includes a Guide for Consenting Creditors for completing the Accession Letter.

² If not applicable, enter ‘N/A’.

Address: [●]

Country: [●]

For the attention of: [●]

Phone number: [●]

E-mail: [●]

with a copy to its investment manager or advisor, *[name of investment manager or advisor of the Consenting Creditor]* (if not applicable, enter 'N/A')

Address: [●]

Country: [●]

For the attention of: [●]

Phone number: [●]

E-mail: [●]

6. This Accession Letter and any non-contractual obligations arising out of or in connection with it are governed by the laws of Hong Kong. By executing this Accession Letter, the signatory confirms it has complied with all legal requirements regarding the valid execution of this Accession Letter under its jurisdiction of incorporation.

[Signature block on next page]

Executed by [*name of signatory*]³)
)
)
)
 for and on behalf of)
 [*Name of Consenting Creditor*])

Details of Restricted Notes

We hereby notify you that the principal amount of Notes that we hold as at the date of this Accession Letter is as follows:

ISIN	Description of Restricted Notes	Total Principal Amount of the Notes beneficially held eligible for Consent	Total Principal Amount of the Notes beneficially held <u>not</u> eligible for Consent
XS2407822274	9.5% senior notes due 2026		

We will provide evidence satisfactory to the Information Agent of our position in the Notes described above⁴.

Please follow the instructions on the transaction website (<https://projects.morrowsodali.com/yestar>) on how to submit this Accession Letter to the Information Agent.

For assistance, please contact the Information Agent at +852 2319 4130 (Hong Kong) or +44 20 4513 6933 (London) or via e-mail to yestar@investor.morrowsodali.com.

³ By signing this accession letter, the signatory confirms that it is the Consenting Creditor or an authorised representative of the Consenting Creditor.

⁴ Evidence of holding can, subject to the Information Agent’s confirmation, include a custody statement or a screenshot of holdings within 3 months. In the event of any questions or concerns, please contact the Information Agent.

SCHEDULE 4

FORM OF TRANSFER NOTICE

FOR INFORMATION ONLY.

DO NOT SUBMIT ANY PDF, SCANNED OR PHOTOGRAPHED VERSION OF THIS FORM.

PLEASE VISIT THE TRANSFER PORTAL
([HTTPS://PORTAL.MORROWSODALI.COM/YESTARTRANSFER](https://portal.morrowsodali.com/yestartransfer)) AND COMPLETE THE
TRANSFER NOTICE ELECTRONICALLY AND SUBMIT VIA THE TRANSFER PORTAL.

PRIVATE AND CONFIDENTIAL

Date: _____

To: **Yestar Healthcare Holdings Company Limited**
c/o **Morrow Sodali Limited**, as Information Agent

From: [Name of transferor] (the “**Transferor**”) Qualified Market Maker: [Yes/No]

[Name of transferee] (the “**Transferee**”) Qualified Market Maker: [Yes/No]

1. We refer to the restructuring support agreement dated _____ 2023 between Yestar Healthcare Holdings Company Limited, Yestar Asia Company Limited and Yestar International (HK) Company Limited and the Consenting Creditors, as amended and/or restated from time to time (the “**Agreement**”). Capitalised terms used in the Agreement have the same meaning in this transfer notice (“**Transfer Notice**”). In addition, unless the context otherwise requires, the principles of interpretation set out in Part B (*Interpretation*) of Schedule 2 (*Definitions and Interpretation*) to the Agreement shall apply in construing the provisions of this Transfer Notice.
2. This is a Transfer Notice and is given to the Information Agent in accordance with Clause 10.4(c) of the Agreement.
3. We hereby confirm that, at the date of this notice, we have completed a Transfer and the Transferee is a Consenting Creditor (having submitted a validly executed Accession Letter on or before the date of this Transfer Notice).
4. We hereby give you notice that the Notes described below have been transferred by the Transferor to the Transferee:

Notes ISIN	Principal amount of Notes transferred ⁵	Transferor Accession Code / QMM Code (if applicable)	Transferee Accession Code / QMM Code (if applicable)	Are they Eligible Restricted Notes ⁶

⁵ Eligible Restricted Notes means Restricted Notes that are entitled to a Consent Fee, which are either acceded to this Agreement prior to the Consent Fee Deadline by the signatory or, if following the Consent Fee Deadline, were validly acquired by the signatory from a Consenting Creditor who held such Restricted Notes prior to the Consent Fee Deadline. See Clause 8 (*Fees*) for more information. **If you are in any doubt as to whether your Notes are Eligible Restricted Notes you must contact the Information Agent immediately.**

⁶ Please choose one. If the Transfer included both Eligible Restricted Notes and non-eligible Restricted Notes, please complete **two separate Transfer Notices (one in respect of each).**

XS2407822274	US\$[●]	[●]	[●]	[yes / no]
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5. The Transferee confirms that it will provide evidence satisfactory to the Information Agent of our position in the Notes described above.⁷
6. We request that you treat the existence and contents of this Transfer Notice with the utmost confidence and that you do not disclose these to any person without our prior written consent. We do, however, consent to you disclosing the aggregate outstanding principal amount of the Notes held by the Consenting Creditors collectively (calculated from the disclosures provided in any relevant Accession Letters and Transfer Notices) to the Issuer (and its advisors) and any Consenting Creditor, upon request by any of them.
7. This Transfer Notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of Hong Kong.

In the event that the Transferee is not yet a party to the Agreement, the Transferee must ensure that they also submit an Accession Letter to the Agreement.

Please visit the transaction website (<https://projects.morrowsodali.com/yestar>) for further information on how the Transfer Notice needs to be submitted to the Information Agent.

For assistance, please contact the Information Agent at +852 2319 4130 (Hong Kong) or +44 20 4513 6933 (London) or via e-mail to yestar@investor.morrowsodali.com.

⁷ Evidence of holding can, subject to the Information Agent's confirmation, include a custody statement or a screenshot of holdings within 3 months. In the event of any questions or concerns, please contact the Information Agent.

SCHEDULE 5

TERM SHEET

Yestar Healthcare Holdings Company Limited

Restructuring Term Sheet Subject to Contract

This termsheet (the “Term Sheet”) is confidential between the parties hereto and sets forth indicative commercial terms with respect to the Restructuring. This Term Sheet remains subject to (among other things) internal approvals and negotiation and execution of final documentation and is intended to serve only as a basis for discussion of the prospective key terms of the Restructuring.

This Term Sheet is a summary only and does not purport to be a comprehensive or exhaustive statement of the requirements of the parties or information relating to the Restructuring. It remains subject to (among other things) contract and nothing in this Term Sheet shall amend any term of the Notes (as defined below) or constitute a waiver of any right of any party thereunder. Should the discussions between the parties result in a decision to proceed with the Restructuring, the parties shall do so only pursuant to the terms of definitive agreements to be negotiated, executed and delivered in form and substance satisfactory to each party.

The Term Sheet does not constitute an offer to sell or the solicitation of an offer to buy any securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No securities may be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Any public offering of securities to be made in the United States will be made by means of a prospectus. Such prospectus will contain detailed information about the Issuer and its management, as well as financial statements. No public offer of securities is to be made by the Issuer in the United States.

Unless a contrary indication appears, a term defined in this Agreement (the “RSA”) and the Indenture (as further supplemented and/or amended from time to time) has the same meaning in this Schedule 5 (Term Sheet).

General Information		
1.	Issuer	Yestar Healthcare Holdings Company Limited (巨星醫療控股有限公司), incorporated in the Cayman Islands with limited liability, with its shares listed on The Stock Exchange of Hong Kong Limited with stock code 2393.
2.	Subsidiary Guarantors	Yestar Asia Company Limited (巨星亞洲有限公司), a company incorporated with limited liability under the laws of the British Virgin Islands. Yestar International (HK) Company Limited (巨星國際 (香港) 集團有限公司) a company incorporated with limited liability under the laws of Hong Kong.
3.	Notes	The US\$197,864,523 aggregate principal amount of 9.5% senior notes due 2026 (the “Notes”) issued by the Issuer and guaranteed by the Subsidiary Guarantors pursuant to an indenture, dated as of 30 December 2021 (the “Indenture”), of which US\$194,506,648 is outstanding for the purposes of the Restructuring.
The Restructuring		

4.	Restructuring	<p>The Restructuring is expected to involve a compromise of all the claims and related claims of Eligible Creditors (as defined claims against (among others) the Issuer, any and all of the subsidiaries of the Issuer including the Subsidiary Guarantors, the Purchaser, the shareholders, and the officers, directors, advisors and representatives, or office-holders, of each of the foregoing under or in connection with the Note Documents (collectively, the “Eligible Creditors’ Claims” or “Scheme Creditors’ Claims”).</p> <p>The Issuer plans to implement the Restructuring through a series of inter-connected transactions which include the following:</p> <ol style="list-style-type: none"> 1. The Asset Disposal; 2. The holding and convening of an extraordinary general meeting of the holders of shares in the Issuer to approve the Asset Disposal; 3. The deposit of the entire Equity Transfer Consideration which shall not be less than US\$53 million (or its equivalent in any other currency), in the Escrow Account (Onshore) of the Equity Seller; 4. The remittance of the balance standing to the credit of the Escrow Account (Onshore) of the Equity Seller (solely through Escrow Accounts) to the Escrow Account (Offshore) of the Issuer; and 5. A compromise of claims by the Eligible Creditors in exchange for and with effect from receipt of the Redemption Amount to be effected through the Cayman Scheme.
5.	Eligible Creditors	<p>The persons holding an economic or beneficial interest as principal in the Notes as at the Record Time (each, an “Eligible Creditor”, and in the event of a Cayman Scheme, such persons are also referred to as a “Scheme Creditor”).</p>
6.	Standstill	<p>The standstill and/or forbearance by the Consenting Creditor of its rights and remedies under the Note Documents with respect to the Implementation Default Events.</p>
7.	Asset Disposal	<p>The consummation of the transaction contemplated under the Equity Transfer Agreement.</p> <p>As the Asset Disposal constitutes a substantial sale of the Issuer’s assets to a connected person as regulated by Chapters 14 and 14A of the Listing Rules applicable to the Issuer, the Issuer is required to first obtain approval for the Asset Disposal from the shareholders of the Issuer.</p>
8.	Redemption Payment	<p>A condition to the effectiveness of the Cayman scheme of arrangement, being the redemption of the Notes pursuant to and in accordance with the terms of the Cayman Scheme and the Indenture, in the aggregate amount of US\$60.5 million plus any Step-Up Amount (the “Redemption Amount”).</p> <p>The Redemption Amount will be paid to the Eligible Creditors on the Restructuring Effective Date, on a pari passu and pro-rata basis on their Note Claims and in accordance with the terms of the Indenture.</p> <p>“Note Claims” means the sum of:</p>

		<ol style="list-style-type: none"> 1. the outstanding principal amount of the Notes held by the Eligible Creditors as at the Record Time; and 2. all accrued and unpaid interest (excluding, if any, default interest) on the Notes up to (but excluding) the Restructuring Effective Date.
9.	Step-Up Amount	Additional amounts accruing at a rate of six (6) per cent. per annum on the Equity Transfer Consideration from day to day, starting from (and including) the date falling 90 days after the date of completion of the Equity Transfer Agreement to the Restructuring Effective Date.
10.	Cayman Scheme	<p>A Cayman scheme of arrangement to be effected pursuant to Section 86 of the Cayman Companies Law between the Issuer and the Scheme Creditors and, if deemed appropriate by the Issuer in its sole discretion, any additional or further process commenced by the Issuer to obtain recognition of the Cayman Scheme in applicable jurisdictions.</p> <p>The Cayman Scheme will be governed by the laws of the Cayman Islands and subject to the exclusive jurisdiction of the courts in the Cayman Islands.</p> <p>On and from the Restructuring Effective Date, Scheme Creditors shall agree to a full release of all Scheme Creditors' Claims in exchange for and with effect from receipt of the Redemption Amount in accordance with the terms of the Cayman Scheme which shall include a payment of the Redemption Amount in redemption of the Notes under the Indenture.</p>
11.	Restructuring Effective Date	<p>At the Restructuring Effective Date:</p> <ol style="list-style-type: none"> 1. all outstanding Notes will be cancelled; 2. all guarantees and security in connection with the Notes will be released; and 3. each Eligible Creditor, to the fullest extent permitted by law, shall and shall be deemed to completely and forever release, waive, void, acquit, forgive, extinguish and discharge unconditionally each of: <ol style="list-style-type: none"> a. the Issuer, its personnel and Affiliates; b. the Subsidiary Guarantors, their personnel and Affiliates; c. the Advisors, their personnel and Affiliates; and d. the Trustee, the Security Agent, any trustee, security agent or escrow agent with respect to the Redemption Amount, the registrar and the depositary, in such capacities, and their personnel and affiliates; <p>and each of their predecessors, successors and assigns, and in their capacities as such from any and all Eligible Creditor's Note Claims arising prior to the Restructuring Effective Date, or that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Restructuring Effective Date except for:</p> <ol style="list-style-type: none"> i. any and all claims or causes of action arising from or relating to fraud, wilful default or wilful misconduct;

		<p>ii. any liability of any advisor, its personnel and affiliates arising under a duty of care to its client;</p> <p>iii. any and all claims or liabilities that any Eligible Creditor may have which do not arise directly or indirectly pursuant to the Note Documents,</p> <p>provided that the foregoing does not prejudice or impair any right of (i) any Scheme Creditor created under the Cayman Scheme, and/or (ii) any person under or in connection with the Redemption Amount.</p>
12.	Restructuring Fees	<p>1. Work Fee – The Issuer shall, on and as a condition precedent to the Restructuring Effective Date, pay a work fee to the members of the Noteholder Committee in the aggregate amount of US\$ 1.688 million in accordance with the terms of the RSA.</p> <p>Each member of the Noteholder Committee will receive a Work Fee in an amount equal to that member’s pro rata share of US\$ 1.688 million calculated on the basis of the proportion that the Notes held (in aggregate) by that member bears to the Notes held (in aggregate) by the Noteholder Committee.</p> <p>2. Consent Fee – A consent fee payable to the Consenting Creditors who have acceded to the RSA in accordance with its terms prior to the Consent Fee Deadline (each, an “Eligible Recipient”), being an aggregate amount of US\$972,530. The Consent Fee to be paid to Eligible Recipients on the Restructuring Effective Date in cash, such that each Eligible Recipient will receive a Consent Fee in an amount equal to that Eligible Recipient’s pro rata share calculated on the basis of the proportion that the Eligible Restricted Notes held by that Eligible Recipient bears to the Eligible Restricted Notes held by all Eligible Recipients in accordance with the terms of the RSA. The Consent Fee payable to each Consent Creditor will be rounded to the nearest US\$0.01, with US\$0.005 rounded upwards.</p>
13.	Conditions Precedent	<p>The Restructuring will be conditional upon:</p> <ol style="list-style-type: none"> 1. no ongoing proceeding or other actions against any member of the Group by any of the Noteholders; 2. the Cayman Scheme has been sanctioned by the Cayman Court and filed with the Cayman Registrar of Corporate Affairs and becomes effective in the Cayman Islands; 3. the receipt of all necessary and relevant PRC regulatory approvals, offshore consents and approvals, including, without limitation, the approval of the Issuer’s shareholders to the Asset Disposal; 4. the Asset Disposal shall be completed at or about the time at which the Restructuring is fully and effectively completed; 5. receipt by the Trustee of the Redemption Amount for the benefit of the Noteholders; 6. the settlement in full of the Redemption Amount, the Restructuring Fees, the Restructuring Costs & Expenses and all other fees and expenses (including legal and other professional fees) payable either before or at the time of the closing of

		<p>the Restructuring under contracts or other arrangements entered into by the Issuer with legal advisors or other professional parties for their services rendered in relation to the Restructuring and/or the RSA;</p> <p>7. the satisfaction of each of the other conditions precedent contained in the Scheme Documents and the RSA; and</p> <p>8. the delivery by the Issuer of corporate authorisations in respect of the Restructuring and their entry into the Scheme Documents to which they are a party.</p>
14.	Restructuring Costs & Expenses	<p>An aggregate amount of US\$1.5 million to be paid towards the fees, costs and expenses of:</p> <ol style="list-style-type: none"> 1. the legal advisor(s) of the Noteholder Committee and the Trustee, Hogan Lovells and their successor, incurred since the Asset Disposal was announced and in connection with any of the Proposed Transactions, the Implementation Default Events and/or the Restructuring; and 2. the Trustee and its legal advisors, in connection with any of the Proposed Transactions, the Implementation Default Events and/or the Restructuring. <p>Except for the fees described under the heading '<i>Restructuring Fees</i>', the RSA or otherwise agreed by the Issuer, no other fees, costs and expenses of the Noteholder Committee, the Noteholder Committee's legal advisor, any other Noteholder or the Trustee or its advisors shall be paid by the Issuer in relation to the Proposed Transactions and each such party shall be responsible for such fees, costs and expenses.</p>

SCHEDULE 6

NOTICE DETAILS

The addresses for service of notice for purposes of Clause 14 are as follows:

1. in the case of Yestar Healthcare Holdings Company Limited, Yestar Asia Company Limited or Yestar International (HK) Company Limited:

Address: Suite 2105 21/F
Central Plaza, 18 Harbour Road
Hong Kong

For the attention of: Ms. Wang Hong

Fax number: +852 34211582

Email: wanghong@yesstarnet.com.cn

2. in the case of the Individual Guarantor:

Address: Suite 2105 21/F
Central Plaza, 18 Harbour Road
Hong Kong

Fax number: +852 34211582

Email: james@yesstarnet.com.cn

3. in the case of the RSA Agent:

Address: 17/F, Far East Finance Centre
16 Harcourt Road
Hong Kong

Fax number: +852 2599 9501

Email: agent@madisonpac.com

Attention: Cassandra Ho

SCHEDULE 7

THE RSA AGENT

1. General

- (a) Unless otherwise defined in this Schedule or this Agreement, each word, phrase or expression in this Schedule shall bear the meaning attributed to it by the Indenture.
- (b) The duties and responsibilities of the RSA Agent are as set out in this Agreement, the Escrow Arrangements, and any other Restructuring Document to which the RSA Agent is a party (collectively, the “**RSA Documents**”). Whether or not expressly so provided, every provision of the RSA Documents relating to the conduct or affecting the liability of or affording protection to the RSA Agent is subject to this Schedule.
- (c) The RSA Agent needs to perform only those duties that are specifically set forth in the RSA Documents and no others, and no implied covenants or obligations will be read into any of the RSA Documents against the RSA Agent. The RSA Agent shall exercise those rights and powers vested in it by the RSA Documents and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person’s own affairs. The RSA Agent shall not be under any obligation to exercise any rights or powers conferred under the RSA Documents for the benefit of the Consenting Creditors unless it receives the written direction of the Noteholder Committee and indemnity and/or security and/or prefunding to its satisfaction.
- (d) The RSA Agent is permitted to engage in other transactions, provided, however, that if it acquires any conflict of interest, it must use reasonable efforts to eliminate such conflict or resign.
- (e) No provision of any RSA Document shall be construed to relieve the RSA Agent from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct. The RSA Agent shall not otherwise be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it.
- (f) Notwithstanding anything to the contrary in any RSA Document, the RSA Agent shall not be responsible to any person for failing to request, require or receive any account statement pursuant to any Escrow Arrangement or for failing to check or comment upon the accuracy of such account statements and shall have no responsibility for the contents of any account statement prepared pursuant to any Escrow Arrangement and, for the avoidance of doubt, it is intended that the RSA Agent shall not check or comment on any such account statement.
- (g) Notwithstanding anything to the contrary in any RSA Document, the RSA Agent shall not be responsible for recitals, statements, warranties or representations of any other party contained in any RSA Document or any other agreement or other document entered into in connection with the Restructuring and shall assume the accuracy and correctness thereof and shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or any trust or security thereby constituted or evidenced. Notwithstanding the generality of the foregoing, each Consenting Creditor shall be solely responsible for making its own independent appraisal of and investigation into the financial condition,

creditworthiness, condition, affairs, status and nature of the Issuer, any Subsidiary Guarantor, and the Individual Guarantor, and the RSA Agent shall not at any time have any responsibility for the same and each Consenting Creditor shall not rely on the RSA Agent in respect thereof.

- (h) The Issuer, the Subsidiary Guarantors, and the Individual Guarantor hereby irrevocably waive, in favor of the RSA Agent, any conflict of interest which may arise by virtue of the RSA Agent acting in various capacities under any of the RSA Documents or for other customers. The Issuer, the Subsidiary Guarantors, and the Individual Guarantor acknowledge that the RSA Agent and their respective affiliates (together, the “**RSA Agent Parties**”) may have interests in, or may be providing or may in the future provide financial or other services to other parties with interests which the Issuer, Subsidiary Guarantors, or Individual Guarantor may regard as conflicting with its interests and may possess information (whether or not material to the Issuer, the Subsidiary Guarantors, or the Individual Guarantor) other than as a result of acting as RSA Agent hereunder, that the RSA Agent may not be entitled to share with the Issuer, the Subsidiary Guarantors, or the Individual Guarantor. The RSA Agent will not disclose confidential information obtained from the Issuer, the Subsidiary Guarantors, or the Individual Guarantor (without their respective consent) to any of its other customers (other than the Consenting Creditors) nor will it use on the Issuer’s, Subsidiary Guarantors’, or Individual Guarantor’s behalf any confidential information obtained from any other customer. Without prejudice to the foregoing, the Issuer, each Subsidiary Guarantor, and the Individual Guarantor agree that the RSA Agent Parties may deal (whether for their own or their customers’ account) in, or advise on, securities of any party and that such dealing or giving of advice, will not constitute a conflict of interest for the purposes of this Agreement.
- (i) The Hong Kong Trustee Ordinance (Cap. 29 of Laws of Hong Kong) shall not be applicable to this Agreement or any related documents.
- (j) The RSA Agent shall not be liable for errors in judgment made by it in good faith unless it is proved that the RSA Agent was grossly negligent in ascertaining the pertinent facts or was acting with wilful misconduct.

2. Certain Rights of the RSA Agent.

2.1 Subject to paragraph 1 above:

- (a) In the absence of bad faith or gross negligence on its part, the RSA Agent may fully rely, and will be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness, the Cayman Scheme and court orders, or other paper or document (whether in original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper Person. The RSA Agent need not investigate any fact or matter stated in the document, but, in the case of any document which is specifically required to be furnished to the RSA Agent pursuant to any provision hereof, the RSA Agent shall examine the document to determine whether it conforms to the requirements of any RSA Document (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein). The RSA Agent, in its discretion, may make further inquiry or investigation into such facts or matters as it sees fit and shall do so if requested in writing to do so by the Noteholder Committee.

- (b) Before the RSA Agent acts or refrains from acting, it may require an officer's certificate, any certificate, declaration or other document from an authorised officer or an opinion of counsel prepared and delivered at the cost of the Issuer and the RSA Agent may rely conclusively on such certificate, declaration, other document or opinion and will not be liable for any action it takes or omits to take in good faith in reliance on such certificate, declaration, other document or opinion of counsel.
- (c) The RSA Agent may appoint and act through its attorneys, delegates and agents and will not be responsible for the acts or omissions of any attorney, delegate or agent or for monitoring or supervising them or for the misconduct or negligence of any attorney, delegates or agent appointed with due care by it under any RSA Document. To the extent an agent has been named by the RSA Agent in connection with any RSA Document, the parties to the relevant RSA Document shall cooperate to ensure that such agent can perform the duties for which it was appointed.
- (d) The RSA Agent will be under no obligation to exercise any of the rights or powers vested in it by any RSA Document or enforce any term of any RSA Document unless the Noteholder Committee has instructed the RSA Agent in writing and the RSA Agent receives and indemnity and/or security and/or prefunding to its satisfaction against any loss, action, proceeding, claim, penalty, damages, cost, disbursement, liability or expenses that might be suffered or incurred by it in compliance with such request or direction, whereupon the RSA Agent shall act on the instructions of the Noteholder Committee.
- (e) The RSA Agent will not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within its rights or powers or for any action it takes or omits to take in accordance with the direction of the Noteholder Committee relating to the time, method and place of conducting any proceeding for any remedy available to the RSA Agent, or exercising any trust or power conferred upon the RSA Agent, under the RSA Documents, provided, however, that the RSA Agent's conduct does not constitute willful misconduct or gross negligence.
- (f) The RSA Agent may consult with counsel or other professional advisors of its selection, and the written advice of such counsel or advisors or any opinion of counsel will be full and complete authorisation and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.
- (g) No provision of any RSA Document will require the RSA Agent to do anything which may: (i) be illegal or contrary to applicable law or regulation of any jurisdiction or any directive, order or regulation of any agency or any state or subdivision thereof; (ii) cause it to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its own rights or powers, unless it receives funds or security, prefunding and/or indemnity satisfactory to it against such risk or the liability.
- (h) In connection with the exercise by it of its trusts, powers, authorities or discretions (including, without limitation, any modification, waiver, authorisation or determination), the RSA Agent shall have regard to the general interests of the Consenting Creditors as a class but shall not have regard to any interests arising from circumstances particular to individual Consenting Creditors (whatever their number) and in particular, but without limitation, shall

not have regard to the consequences of the exercise of its trusts, powers, authorities or discretions for individual Consenting Creditors (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any country, state or territory. A Consenting Creditor shall not be entitled to require, nor shall any Consenting Creditor be entitled to claim, from the RSA Agent or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Consenting Creditors except to the extent already provided in this Agreement.

- (i) The RSA Agent shall have no obligation or duty to monitor compliance with any of the covenants or the financial performance of any other party to the RSA Documents. The RSA Agent will not be responsible for the creditworthiness or solvency of the any other party to the RSA Documents.
- (j) The RSA Agent shall not be obligated to supervise the performance of any parties to the RSA Documents or any other Restructuring Document of their respective obligations under such documents or any other documents related thereto and the RSA Agent shall be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties thereunder.
- (k) The RSA Agent is not obliged to do or omit to do anything which in its reasonable opinion, would or may be illegal or would constitute a breach of any fiduciary duty or duty of confidentiality, or any law, rule, regulation, or any decree, order or judgment of any court, or practice, request, direction, notice, announcement or similar action (whether or not having the force of law) of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organization to which the RSA Agent is subject.
- (l) In all instances in which the RSA Agent is called upon to exercise its discretion, such discretion shall be sole and absolute, provided that it is exercised in the best interest of the Consenting Creditors.
- (m) Notwithstanding anything else herein contained, the RSA Agent may refrain without liability from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction or any directive or regulation of any agency of any such state or jurisdiction, in each case applicable to it, and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.
- (n) The RSA Agent may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the RSA Agent may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.
- (o) Each party hereto shall, within ten business days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or the Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly if it becomes aware that any of the forms, documentation or other information provided by such party is (or

becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this paragraph 2(o) to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such party constitute a breach of any Applicable Law, fiduciary duty or duty of confidentiality.

- (p) The Issuer shall notify the RSA Agent if they determine that any payment to be made by the RSA Agent under the RSA Documents is payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the obligations of the Issuer under this paragraph 2(p) shall apply only to the extent that such payments are treated by virtue of characteristics of the Issuer, any RSA Document, or both.
- (q) Notwithstanding any other provision of the RSA Documents, the RSA Agent shall be entitled to make a deduction or withholding from any payment which it makes under the RSA Documents for or on account of any tax, if and only to the extent so required by Applicable Law, in which event the RSA Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this paragraph 2(q).
- (r) For purposes of paragraph 2(o), (p) and (q):
 - (i) “**Applicable Law**” means any law or regulation including, but not limited to: (i) any statute or regulation; (ii) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply; (iii) any agreement between any Authorities; and (iv) any customary agreement between any Authority and any party.
 - (ii) “**Authority**” means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction.
 - (iii) “**Code**” means the U.S. Internal Revenue Code of 1986, as amended.
 - (iv) “**FATCA Withholding**” means any withholding or deduction required pursuant to an agreement described in section 1471(b) of the Code, or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.
 - (v) “**Tax**” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any authority having power to tax.

3. Individual Rights of RSA Agent.

The RSA Agent, in its individual or any other capacity, may engage in business or contractual relationships with and otherwise deal with the Issuer, the Subsidiary Guarantors, the Individual Guarantor, or their Affiliates with the same rights it would have if it were not the RSA Agent and nothing herein shall obligate the RSA Agent to account for any profits earned from any business or transactional relationship.

4. RSA Agent's Disclaimer.

The RSA Agent (a) makes no representation as to the validity or adequacy of any provision of the RSA Documents, (b) is not accountable for the Issuer's use or application of the Equity Transfer Consideration, (c) is not responsible for any statement in any RSA Document and (d) shall not have any responsibility for the Issuer's, any Subsidiary Guarantor's, the Individual Guarantor's, or any Consenting Creditor's compliance with any state or U.S. federal securities law or other laws applicable to it/him. Under no circumstance will the RSA Agent be liable to any party for any special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit, business, goodwill or opportunity), no matter the cause whether or not foreseeable, even if the RSA Agent has been advised of such loss or damage and regardless of the form of action. This provision shall remain in full force and effect notwithstanding the termination or discharge of this Agreement or any other RSA Document, the sanctioning of the Cayman Scheme, the occurrence of the Restructuring Effective Date and the resignation or replacement or removal of the RSA Agent.

5. Force Majeure.

The RSA Agent shall not be responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to any RSA Document arising as a direct or indirect result of any Force Majeure Event or any event where, in the reasonable opinion of the RSA Agent, performance of any duty or obligation under or pursuant to any RSA Document would or may be illegal or would result in the RSA Agent being in breach of any law, rule, regulation, or any decree, order or judgment of any court, or practice, request, direction, notice, announcement or similar action (whether or not having the force of law) of any relevant government, government agency, regulatory authority, stock exchange or self-regulatory organization to which the RSA Agent is subject.

6. Compensation and Indemnity.

- (a) The Cayman Scheme will provide that the RSA Agent's fees and expenses will be paid out of the distribution waterfall as if such fees and expenses were expenses and fees of the Trustee. The compensation of the RSA Agent is not limited by any law on compensation and shall include all out-of-pocket expenses, disbursements and advances (including costs of collection) properly incurred or made by the RSA Agent, including the compensation, properly incurred expenses and disbursements of the RSA Agent's agents and counsel and other Persons not regularly within its employ.
- (b) The Issuer agrees to jointly and severally indemnify, to the maximum extent permitted under all applicable laws, the RSA Agent and their agents, employees, officers and directors for, and hold it harmless against, any loss, action, proceeding, claim, penalty, damages, cost, disbursement, liability taxes or expense incurred by it other than by reason of its gross negligence or willful misconduct arising out of or in connection with the acceptance or administration of this Agreement and its duties under the RSA Documents, including, without limitation, the properly incurred costs and expenses of defending itself against

any claim or liability and of complying with any process served upon it or any of its officers in connection with the exercise or performance of any of its powers or duties under the RSA Documents (if any).

- (c) The RSA Agent will have a senior lien prior to any claims of Consenting Creditors under this Agreement on all money or property held or collected by the RSA Agent, in its capacity as RSA Agent.
- (d) The RSA Agent's immunities and protections from liability and its rights to compensation and indemnification in connection with the performance of its duties under the RSA Documents shall extend to the RSA Agent's officers, directors, agents, custodians, employees and any other Person employed by it to act hereunder. Such immunities and protections and right to indemnification, together with the RSA Agent's right to indemnification and compensation, shall survive the termination and expiry of the RSA Documents, the sanctioning of the Cayman Scheme, the occurrence of the Restructuring Effective Date and the resignation or replacement or removal of the RSA Agent.

7. Replacement of RSA Agent.

- 7.1 The RSA Agent may resign at any time by 60 days' prior written notice to the Noteholder Committee:
- 7.2 The Noteholder Committee may remove the RSA Agent by 60 days' prior written notice to the RSA Agent. The Noteholder Committee may appoint a successor RSA Agent.
- 7.3 A resignation or removal of the RSA Agent and appointment of a successor RSA Agent will become effective only upon the successor RSA Agent's acceptance of appointment as provided in this paragraph 7.
- 7.4 If the RSA Agent resigns or has been removed by the Consenting Creditors, the Noteholder Committee may appoint a successor RSA Agent. If the successor RSA Agent does not deliver its written acceptance within 30 days after the retiring RSA Agent resigns or is removed, the retiring RSA Agent may appoint its own successor or the retiring RSA Agent or the Noteholder Committee may petition any court of competent jurisdiction for the appointment of a successor RSA Agent.
- 7.5 Upon delivery by the successor RSA Agent of a written acceptance of its appointment to the retiring RSA Agent, (i) the retiring RSA Agent will transfer all money or property held by it as RSA Agent to the successor RSA Agent, subject to the lien provided for in paragraph 6 of this Schedule, (ii) the resignation or removal of the retiring RSA Agent will become effective, and (iii) the successor RSA Agent will have all the rights, powers and duties of the RSA Agent under the RSA Documents. Upon request of any successor RSA Agent, the Issuer, the Subsidiary Guarantors, and the Individual Guarantor and the other Restructuring Obligors will execute any and all instruments for fully vesting in and confirming to the successor RSA Agent all such rights, powers and trusts.
- 7.6 Notwithstanding replacement of the RSA Agent pursuant to this paragraph 7, the Issuer's, the Subsidiary Guarantors', and the Individual Guarantor's obligations under paragraph 6 will continue for the benefit of the retiring RSA Agent.

8. Successor RSA Agent by Consolidation, Merger, Conversion or Transfer.

If the RSA Agent consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business or assets (including the administration of the trust created by this Agreement) to, another corporation or national banking association, the resulting,

surviving or transferee corporation or national banking association without any further act will be the successor RSA Agent with the same effect as if the successor RSA Agent had been named as the RSA Agent in the RSA Documents.

9. Money Held in Trust.

The RSA Agent will not be liable for investment of, or interest on, any money received by it except as it may agree in writing with the Noteholder Committee. Money held in trust by the RSA Agent need not be segregated from other funds except to the extent required by law and except for money held in trust.

SIGNATURE PAGES

The COMMON SEAL of)
YESTAR HEALTHCARE HOLDINGS)
COMPANY LIMITED (巨星醫療控股有限公司))
(an exempted company with limited liability))
incorporated under the laws of the Cayman Islands))
was affixed to this DEED)
in the presence of:)

C.S.

)
)
)
) Name: _____
)
) Title: Director

Witness's signature:.....
Full name:
Address:
Occupation:

EXECUTED as a **DEED** and delivered on the date)
first written above by **YESTAR ASIA COMPANY**)
LIMITED (巨星亞洲有限公司))

) Name: Wang Hong

) Title: Director

) Name: James Hartono

) Title: Director

EXECUTED as a **DEED** and delivered on the date)
first written above by **YESTAR**)
INTERNATIONAL (HK) COMPANY LIMITED)
(巨星國際(香港)集團有限公司))

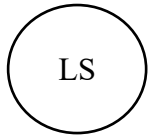
) Name: Wang Hong

) Title: Director

) _____
) Name: James Hartono

) Title: Director

Signed, sealed and delivered by **JAMES HARTONO**
in the presence of:



Signature of **witness**

Signature of **James Hartono**

Name of **witness**

Address of **witness**

Occupation of **witness**

RSA Agent

EXECUTED as a **DEED** and delivered on the)
date first written above by **MADISON**)
PACIFIC TRUST LIMITED)
)
)

.....
Witness
Name:
Title: