

**EXECUTION COPY**

**Date: 17 August 2022**

**CHINA HEALTHWISE HOLDINGS LIMITED  
(as Company)**

**and**

**HENG TAI FINANCE LIMITED  
(as Subscriber)**

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**Second Supplemental Agreement to amend  
a subscription agreement dated 8 October 2018  
(as supplemented by the supplemental agreement dated 28 August 2020)  
entered into between the Company and the Subscriber  
and  
a 6% p.a. unsecured convertible bond  
in an aggregate principal amount of HK\$120,000,000 due 2020  
issued by the Company on 11 October 2018  
(as supplemented by the supplemental bond instrument dated 10 October 2020)**

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**THIS SECOND SUPPLEMENTAL AGREEMENT (this “Agreement”) is dated 17 August 2022**

**BETWEEN:**

- (1) **CHINA HEALTHWISE HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability and having its principal place of business at Unit 1209, Shun Tak Centre, West Tower, 168 - 200 Connaught Road Central, Hong Kong (the “**Company**”); and
- (2) **HENG TAI FINANCE LIMITED**, a company incorporated in Hong Kong with limited liability and having its principal place of business at 31/F., Guangdong Finance Building, 88 Connaught Road West, Sheung Wan, Hong Kong (the “**Subscriber**”).

**WHEREAS:**

- (A) The Company as issuer and the Subscriber as subscriber entered into a subscription agreement dated 8 October 2018 (the “**Original Agreement**”) in relation to the issue and subscription of a 6% p.a. unsecured convertible bond in an aggregate amount of HK\$120,000,000 due 2020 issued by the Company (the “**Bond**”).
- (B) The Company executed an instrument dated 11 October 2018 (the “**Original Bond Instrument**”) constituted the Bond and issued to the Subscriber the relevant Certificates (as defined in the Original Agreement) on 11 October 2018.
- (C) The Company and the Subscriber entered into a supplemental agreement dated 28 August 2020 (the “**Supplemental Agreement**”) pursuant to which amendments were made to the Original Bond Instrument including, among others, the extension of the Maturity Date to 10 October 2022 and the Conversion Shares and the utilisation of the General Mandate for the Conversion Shares for the extended period of the Maturity Date.
- (D) The Company executed a supplemental instrument dated 10 October 2020 (the “**Supplemental Bond Instrument**”) to amend and supplement the Conditions of the Original Bond Instrument in accordance with the terms of the Supplemental Agreement.
- (E) As at the date of this Agreement, the Company redeemed an aggregate amount of HK\$47.7 million in accordance with the Conditions of the Bond and the outstanding principal amount of the Bond being held by the Subscriber is HK\$72.3 million.
- (F) The Company and the Subscriber desires to extend the maturity date of the Bond in relation to an aggregate principal amount of HK\$72.3 million for another two years from 11 October 2022 to 10 October 2024 subject to certain conditions precedent that need to be satisfied on or before the maturity date of 10 October 2022, failing which the Bond will mature on 10 October 2022.
- (G) The Company and the Subscriber has conditionally agreed to amend certain terms of the Original Agreement (as supplemented by the Supplemental Agreement) and

certain Conditions to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) upon and subject to the terms and conditions set out in this Agreement.

**NOW IT IS AGREED** as follows:

**1. Definitions and interpretation**

1.1 In this Agreement:

- “Conditions” means the terms and conditions of the Bond (as set out in the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) and, where applicable, as modified from time to time in accordance with their terms), and any reference to a numbered Condition is to the correspondingly numbered provision of such terms and conditions;
- “Conversion Shares” has the meaning as defined in the Original Agreement (as supplemented by the Supplemental Agreement);
- “Effective Date” means 10 October 2022 (or such later date as may be agreed between the Company and the Subscriber), provided only that all the conditions precedent as set out in Clause 2 have been satisfied on or before the Long Stop Date;
- “Long Stop Date” means 9 October 2022 (or such later date as may be agreed between the Company and the Subscriber) where all of the conditions precedent have to be satisfied;
- “Second Supplemental Bond Instrument” means the second supplemental bond instrument of the Bond to be executed by the Company as a deed poll on the Effective Date in favour of the Bondholder(s) with the amendments to the Conditions attached thereto, which shall form an integral part of the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument), the agreed form is set out in Schedule 1; and
- “Transaction Documents” means, collectively, (a) the Original Agreement (as supplemented by the Supplemental Agreement); (b) the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument); (c) this Agreement; (d) the Second Supplemental Bond Instrument; and (e) the relevant documents required to be executed or delivered pursuant to such documents, and is each designated hereby as a “**Transaction Document**”.

1.2 Unless the context otherwise requires or unless otherwise defined, words and expressions defined in, or to be construed with the terms of, the Original Agreement (as supplemented by the Supplemental Agreement) and the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) have the same meanings and construction when used in this Agreement and its schedules.

## 2. Conditions precedent

2.1 The obligations of the parties to this Agreement including (i) the approval of the Subscriber, being the sole Bondholder, to amend the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) as set out in Clause 5 of this Agreement, and (ii) the obligations of the Company as set out in Clause 3 of this Agreement is conditional upon the following conditions precedent having been satisfied on or before the Long Stop Date:

- (a) the passing by the shareholders of the Parentco at its extraordinary general meeting to be convened of the necessary resolution(s) to approve this Agreement and the transactions contemplated hereunder;
- (b) the passing by the shareholders of the Company at its extraordinary general meeting to be convened of the necessary resolution(s) to approve the grant of a specific mandate to exercise the powers of the Company to allot and issue the Conversion Shares (the “**Specific Mandate**”);
- (c) the representations and warranties of the Company as set out in the Original Agreement (as amended by the Supplemental Agreement and this Agreement) remaining true, accurate and not misleading in each case in accordance with their terms;
- (d) since the date of this Agreement, there having been, in the opinion of the Subscriber, no Material Adverse Change;
- (e) the Stock Exchange having granted the listing of, and permission to deal in, the Conversion Shares to the Company;
- (f) the Stock Exchange having granted approval for the amendments to the Bond; and
- (g) the Company delivering to the Subscriber a cashier’s order or a cheque issued by a bank licensed in Hong Kong in the amount of HK\$4,338,000 payable to the Subscriber, being the outstanding accrued interests on the maturity date (i.e. 10 October 2022) of the outstanding principal amount of the Bond.

2.2 The parties shall use their respective best endeavours to procure the fulfilment of the conditions in Clause 2.1, and in the event that any of such conditions is not fulfilled by 5:00 p.m. on the Long Stop Date (without prejudice to the Subscriber’s rights hereunder, and under the Original Agreement (as amended by the Supplemental Agreement) and the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument)), this Agreement will automatically be terminated.

### **3. Company's obligations on or before the Effective Date**

3.1 Subject to and upon satisfaction of the conditions precedent set out in Clause 2 on or before the Long Stop Date, the Company shall do and deliver to the Subscriber (on or before the Effective Date) the following documents with effect from the Effective Date:

- (a) an original Second Supplemental Bond Instrument dated the Effective Date duly executed and delivered as a deed poll by the Company reflecting the amendments set out in Clause 5 of this Agreement;
- (b) the original revised new Certificate(s) duly executed by the Company evidencing the principal outstanding amount of HK\$72.3 million of the Bond held by the Subscriber;
- (c) an original confirmation dated the Effective Date substantially in the form set out in Schedule 2 to this Agreement;
- (d) a certified true copy of the updated register of bondholder(s) to record the issue of the revised new Certificate(s) evidencing the principal outstanding amount of HK\$72.3 million of the Bond held by the Subscriber;
- (e) a certified true copy of the resolutions of the Company approving the terms of, the transactions contemplated by, and the execution and performance of this Agreement and the Second Supplemental Bond Instrument, issuing the revised new Certificate(s) to the Subscriber as the sole Bondholder, confirming the availability and validity of the Specific Mandate and the listing approval from the Stock Exchange for the Conversion Shares, and resolving that it executes and delivers all relevant documents to the Subscriber to which it is a party;
- (f) a certified true copy of the members resolutions of the Company passing the necessary resolution relating to the Specific Mandate; and
- (g) a certified true copy of the listing approval granting the listing of, and permission to deal in, the Conversion Shares.

3.2 The Company undertake to do and deliver all the matters as set out in Clause 3.1 on or before the Effective Date. In the event that any of such matter is not fulfilled by the Effective Date (without prejudice to the Subscriber's rights hereunder and under the Original Agreement (as amended by the Supplemental Agreement) and the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument)), the Subscriber shall be entitled at its absolute discretion to:

- (a) demand the Company to continue to complete any outstanding matter with such necessary modifications taking into account any specific circumstances giving rise to the failure to do so by the Company (provided always that any of such modifications shall not in any way amend any of the terms of the Original Agreement (as amended by the Supplemental Agreement), the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) or this

Agreement, and shall not cause any party to have committed any breach of applicable laws, rules, regulations, codes and the Listing Rules); or

- (b) treat that the Company has breached the terms of this Agreement and has failed to extend the maturity date of the Bond, and accordingly the Company shall redeem the entire outstanding principal amount of the Bond on its maturity date together with all accrued interests.

#### **4. Confirmations, warranties and undertakings of the Company**

4.1 The Company acknowledges and confirms that:

- (a) the particulars set out in the Recitals regarding the Bond is true and correct and the Bond is valid, subsisting and no event of default has occurred as at the date of this Agreement;
- (b) notwithstanding any provisions containing in this Agreement to the contrary, neither the Subscriber (for itself and for and on behalf of its Parentco) has warranted or represented to the Company that the extraordinary general meeting to be convened by the Parentco under Clause 2 will be able to be convened on or before the Long Stop Date due to, among other matters, uncertainties caused by the sporadic civil protest and the global covid-19 pandemic which are matters outside the control of the Subscriber and/or its Parentco, and further that if the extraordinary general meeting is so convened, that the necessary resolution(s) will be passed; and
- (c) if the conditions precedent set out in Clause 2 are not fulfilled by the Long Stop Date, the Company's obligations under Clause 3 will not arise, the amendment to the Original Agreement (as amended by the Supplemental Agreement) and the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) in Clause 5 will not be effective, and the Company shall redeem the entire outstanding principal amount of the Bond together with all accrued interests on the maturity date in accordance with the Conditions.

4.2 The Company undertakes not to redeem any of the remaining outstanding principal amount of the Bond on or before the Effective Date for so long that this Agreement has not been terminated for whatever reasons.

4.3 The Company makes the repeating representations, warranties and undertakings pursuant to clause 5 of, schedule 3 to, and otherwise set out in the Original Agreement (including its schedules) (as supplemented by the Supplemental Agreement), subject to the amendments, modifications or additions disclosed under Clause 4.4 below, by reference to the facts and circumstances then existing:

- (a) on the date of this Agreement; and
- (b) on the Effective Date,

but as if references in clause 5 of, schedule 3 to, and otherwise set out in the Original Agreement (including its schedules) (as supplemented by the Supplemental Agreement) were instead to this Agreement and, on the Effective Date, to the Original Agreement (as supplemented by the Supplemental Agreement) as amended, modified and supplemented by this Agreement.

4.4 For the purpose of this Agreement, the representations, warranties and undertakings as set out in clause 5 of, schedule 3 to, and otherwise set out in the Original Agreement (including its schedules) (as supplemented by the Supplemental Agreement) shall be subject to the following amendments, modifications or additions, which shall form an integral part of such representations and warranties:

- (a) with effect from the date of this Agreement, the definition of “Accounts Date” in clause 1.1 of the Original Agreement (as supplemented by the Supplemental Agreement) shall mean “31 December 2021”; and
- (b) with effect from the Effective Date, the entire paragraph 2.6 of schedule 3 to the Original Agreement (as supplemented by the Supplemental Agreement) shall be replaced by the following: “The Conversion Shares will be issued under the Specific Mandate.”.

4.5 The provisions of the Original Agreement (as supplemented by the Supplemental Agreement) will, except as amended and supplemented by this Agreement, continue to be in full force and effect.

## 5. **Bondholder’s approval for the amendments to the Conditions**

5.1 Subject to the satisfaction of the conditions precedent as set out in Clause 2, the Subscriber, being the sole Bondholder, hereby gives the Bondholder’s approval pursuant to clause 13.1 of the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) and agrees to the following amendments to be made to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) by the Company, which the Company also agrees, with effect from the Effective Date:

- (a) The following definition in clause 1.1 of the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended and restated as follows:

“Maturity Date”	10 October 2024 (or if that date is not a Business Day, the immediately following Business Day)
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“Shares”	ordinary shares of par value of HK\$0.01 each in the capital of the Company as at the date of this Instrument, or shares of any class or classes resulting from any subdivision, consolidation or re-classification of such shares, which as between themselves have no preference in respect of dividends
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or of amounts payable in the event of any voluntary or involuntary liquidation or distribution of the Company

- (b) The following definitions shall be added in Clause 1.1 of the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument):

“Second Supplemental Agreement” the second supplemental agreement to the Agreement (as supplemented by the Supplemental Agreement) dated 17 August 2022 entered into by the Company and the Subscriber;

“Second Supplemental Bond Instrument” The second supplemental bond instrument of the Bond which is supplemental to this Instrument (as supplemented by the Supplemental Bond Instrument) executed by the Company as a deed poll on 10 October 2022 in favour of the Bondholder(s).”

- (c) The existing Clause 6.4 to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“6.4 The Conversion Price for the Bond shall be HK\$0.38 per Conversion Share, subject to adjustments as hereafter described in Clause 7.”

- (d) The existing Clause 7(d) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“7(d) Any adjustment to the Conversion Price shall be made to the nearest of a cent so that any amount under half of a cent shall be rounded down and any amount of half of a cent or more shall be rounded up. In addition to any determination which may be made by the directors of the Company every adjustment to the Conversion Price shall be certified (at the option of the Company) either by the auditors of the Company for the time being or by an approved merchant bank.”

- (e) The existing Clause 7(e) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“7(e) Notwithstanding anything contained herein, no adjustment shall be made to the Conversion Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions of this Clause 7 would be less than HK\$0.01. If any adjustment to be made will render the total number of the Conversion Shares exceeding the Specific



Mandate, the Bondholder shall be entitled to convert up to the maximum number of the Conversion Shares and the remaining portion of the principal amount shall be redeemed on the Maturity Date on a dollar-to-dollar basis together with accrued interests.”

- (f) The existing Condition 5(C) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“(C) Conversion Price

The Conversion Price for the Bond shall be HK\$0.38 per Conversion Share, subject to adjustments as hereafter described.

The Instrument contains detailed provisions relating to the adjustment of the Conversion Price. The following is a summary of, and is subject to, the provision of Clause 7 of the Instrument:”

- (g) The existing Condition 5(C)(e) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“5(C)(e) Any adjustment to the Conversion Price shall be made to the nearest of a cent so that any amount under half of a cent shall be rounded down and any amount of half of a cent or more shall be rounded up. No adjustment shall be made to the Conversion Price in any case in which the amount by which the same would be reduced would be less than HK\$0.01 and any adjustment which would otherwise then be required shall not be carried forward.”

- (h) The existing Condition 5(C)(h) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“5(C)(h) If any adjustment to be made will render the total number of the Conversion Shares exceeding the Specific Mandate, the Bondholder shall be entitled to convert up to the maximum number of the Conversion Shares and the remaining portion of the principal amount shall be redeemed on the Maturity Date on a dollar-to-dollar basis together with accrued interests.”

## **6. Miscellaneous**

- 6.1 The provisions of clause 8 (Notices), clause 11 (Time and no waiver), clause 12 (Invalidity), clause 13 (Amendments), clause 16 (Restriction on Announcements and Non-Disclosure) and clause 18 (Governing Law and Jurisdiction) of the Original Agreement shall be incorporated into this Agreement as if set out in full in this

Agreement and as if references in those clauses to “this Agreement” are references to this Agreement.

- 6.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 6.3 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement (or a permitted assignee) has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. Further, unless expressly provided to the contrary in this Agreement, a person who is not a party may not assign or otherwise transfer any of its rights under this Agreement to any other person without the prior written consent of the parties to this Agreement.
- 6.4 Notwithstanding any term of this Agreement, the consent of any third person who is not a party is not required to rescind or vary this Agreement at any time unless otherwise required by applicable law and/or the Listing Rules.
- 6.5 Each party shall bear its own costs for the matters contemplated under this Agreement.

**7. Governing law and jurisdiction**

- 7.1 This Agreement is governed by and shall be construed in accordance with Hong Kong law and each party hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Agreement.

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**SCHEDULE 1**

**Form of Second Supplemental Bond Instrument**

Date: 10 October 2022

**CHINA HEALTHWISE HOLDINGS LIMITED**  
*(incorporated in the Cayman Islands with limited liability)*

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**SECOND SUPPLEMENTAL BOND INSTRUMENT**  
**to**  
**the Instrument issued on 11 October 2018**  
**relating to**  
**an unsecured convertible bond in registered form**  
**and convertible into ordinary shares in the capital of**  
**CHINA HEALTHWISE HOLDINGS LIMITED**  
**due 2020**

**(as supplemented by the supplemental bond instrument dated 10 October 2020)**

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**THIS SECOND SUPPLEMENTAL BOND INSTRUMENT (the “Second Supplemental Bond Instrument”)** is executed by way of Deed Poll on 10 October 2022 by **CHINA HEALTHWISE HOLDINGS LIMITED (the “Company”)**, a company incorporated in the Cayman Islands with limited liability and having its principal place of business at Unit 1209, Shun Tak Centre, West Tower, 168 – 200 Connaught Road Central, Hong Kong.

**TO SUPPLEMENT THE INSTRUMENT (the “Original Bond Instrument”)** dated 11 October 2018 (as supplemented by the Supplemental Bond Instrument dated 10 October 2020) and executed by the Company constituting the Bond (as defined below).

**IN FAVOUR OF:**

**THE PERSONS FOR THE TIME BEING AND FROM TIME TO TIME REGISTERED AS BONDHOLDERS OF THE BOND REFERRED TO BELOW.**

**WHEREAS:**

- (A) The Company and Heng Tai Finance Limited (as subscriber) (the “**Subscriber**”) entered into a subscription agreement dated 8 October 2018 (the “**Original Agreement**”) in relation to the issue and subscription of an aggregate amount of HK\$120,000,000 interest bearing unsecured bond due 2020 (the “**Bond**”).
- (B) As at the date of this Second Supplemental Bond Instrument, the Company has already redeemed an aggregate amount of HK\$47.7 million in accordance with the Conditions of the Bond and the outstanding principal amount of the Bond being held by the Subscriber is HK\$72.3 million.
- (C) The Company and the Subscriber have, inter alia, executed a second supplemental agreement dated 17 August 2022 (the “**Second Supplemental Agreement**”) to extend the maturity date of the Bond from 10 October 2022 to 10 October 2024 for the remaining outstanding principal amount of HK\$72.3 million, subject to certain conditions precedent which have been satisfied by [9 October] 2022.
- (D) The Subscriber, being the sole Bondholder for the material time, has approved, and the Company has agreed to amend and supplement the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) by this Second Supplemental Bond Instrument.
- (E) Pursuant to the resolutions of the board of directors of the Company passed on 17 August 2022, the Company has resolved and approved to extend the maturity date and to amend the terms and conditions of the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) and is entering into this Second Supplemental Bond Instrument by way of deed poll in order to define the revised rights and interests of the Bondholder.
- (F) The Stock Exchange of Hong Kong Limited has granted the listing of, and permission to deal in, the Conversion Shares on [\*] 2022.

**THIS SECOND SUPPLEMENTAL BOND INSTRUMENT WITNESSES** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Second Supplemental Bond Instrument, **Conditions** means the terms and conditions of the Bond (as set out in Schedule 2 to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument and as modified from time to time in accordance with their terms (including by this Second Supplemental Bond Instrument)), and any reference to a numbered **Condition** is to the correspondingly numbered provision of such terms and conditions (as modified).
- 1.2 Unless the context otherwise requires or unless otherwise defined, words and expressions defined in, or to be construed in accordance with the terms of, the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) have the same meanings and construction when used in this Second Supplemental Bond Instrument and its schedule.
- 1.3 Headings shall be ignored in construing this Second Supplemental Bond Instrument.
- 1.4 The Schedule forms part of this Second Supplemental Bond Instrument and has effect accordingly.

## **2. AMENDMENTS TO THE CONDITIONS**

- 2.1 With effect from 10 October 2022 (the “**Effective Date**”), the Conditions of the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended and supplemented as set out in Schedule 1 hereto.
- 2.2 The Conditions attached to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) will, except as amended by this Second Supplemental Bond Instrument, continue to be in full force and effect.

## **3. CONTINUING OBLIGATIONS**

- 3.1 Except as expressly amended hereby, the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Second Supplemental Bond Instrument shall form an integral part of the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) for all purposes, and each Bondholder heretofore or hereafter authenticated and delivered shall be bound hereby.

## **4. MISCELLANEOUS**

- 4.1 This Second Supplemental Bond Instrument shall take effect as a deed poll for the benefit of the Bondholders from time to time on and after the Effective Date.
- 4.2 Unless expressly provided to the contract in this Second Supplemental Bond Instrument, a person who is not a Bondholder has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Second Supplemental Bond Instrument.

## 5. GOVERNING LAW

- 5.1 This Second Supplemental Bond Instrument shall be governed by and construed in accordance with Hong Kong law.
- 5.2 The courts of Hong Kong shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Second Supplemental Bond Instrument or the Bond and accordingly any legal action or proceedings arising out of or in connection with this Second Supplemental Bond Instrument or the Bond (“**Proceedings**”) may be brought in such courts. The Company and the Bondholder irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

## Schedule 1

### Amended and Restated Terms and Conditions of the Bond

- (a) The following definition in clause 1.1 of the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended and restated as follows:

“Maturity Date” 10 October 2024 (or if that date is not a Business Day, the immediately following Business Day)

“Shares” ordinary shares of par value of HK\$0.01 each in the capital of the Company as at the date of this Instrument, or shares of any class or classes resulting from any sub-division, consolidation or re-classification of such shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or distribution of the Company

- (b) The following definitions shall be added in Clause 1.1 of the Original Bond Instrument:

“Second Supplemental Agreement” the second supplemental agreement to the Agreement (as supplemented by the Supplemental Agreement) dated 17 August 2022 entered into by the Company and the Subscriber

“Second Supplemental Bond Instrument” The second supplemental bond instrument of the Bond which is supplemental to this Instrument (as supplemented by the Supplemental Bond Instrument) executed by the Company as a deed poll on 10 October 2022 in favour of the Bondholder(s)

- (c) The existing Clause 6.4 to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“6.4 The Conversion Price for the Bond shall be HK\$0.38 per Conversion Share, subject to adjustments as hereafter described in Clause 7.”

- (d) The existing Clause 7(d) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“7(d) Any adjustment to the Conversion Price shall be made to the nearest of a cent so that any amount under half of a cent shall be rounded down and any amount of half of a cent or more shall be rounded up. In addition to any determination which may be made by the directors of the Company every adjustment to the

Conversion Price shall be certified (at the option of the Company) either by the auditors of the Company for the time being or by an approved merchant bank.”

- (e) The existing Clause 7(e) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“7(e) Notwithstanding anything contained herein, no adjustment shall be made to the Conversion Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions of this Clause 7 would be less than HK\$0.01. If any adjustment to be made will render the total number of the Conversion Shares exceeding the Specific Mandate, the Bondholder shall be entitled to convert up to the maximum number of the Conversion Shares and the remaining portion of the principal amount shall be redeemed on the Maturity Date on a dollar-to-dollar basis together with accrued interests.”

- (f) The existing Condition 5(C) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“(C) Conversion Price

The Conversion Price for the Bond shall be HK\$0.38 per Conversion Share, subject to adjustments as hereafter described.

The Instrument contains detailed provisions relating to the adjustment of the Conversion Price. The following is a summary of, and is subject to, the provision of Clause 7 of the Instrument:”

- (g) The existing Condition 5(C)(e) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“5(C)(e) Any adjustment to the Conversion Price shall be made to the nearest of a cent so that any amount under half of a cent shall be rounded down and any amount of half of a cent or more shall be rounded up. No adjustment shall be made to the Conversion Price in any case in which the amount by which the same would be reduced would be less than HK\$0.01 and any adjustment which would otherwise then be required shall not be carried forward.”

- (h) The existing Condition 5(C)(h) to the Original Bond Instrument (as supplemented by the Supplemental Bond Instrument) shall be amended by deleting its entirety and replaced by the followings:

“5(C)(h) If any adjustment to be made will render the total number of the Conversion Shares exceeding the Specific Mandate, the Bondholder shall be entitled to convert up to the maximum number of the Conversion Shares and the remaining portion of the principal amount shall be redeemed on the Maturity Date on a dollar-to-dollar basis together with accrued interests.”



IN WITNESS whereof this Instrument has been executed by the Company by way of **DEED POLL** and is intended to be and is hereby delivered on the date first before written.

**EXECUTED AND DELIVERED** as a )  
**DEED** )  
by )  
**CHINA HEALTHWISE HOLDINGS** )  
**LIMITED** ) **Name:**  
**acting by its authorised director** ) **Position: Director**

**Witness name:**

**Address:**

## SCHEDULE 2

### Form of the Company's Confirmation

To: HENG TAI FINANCE LIMITED (the "Subscriber")

Date: 10 October 2022

Dear Sirs

#### **CHINA HEALTHWISE HOLDINGS LIMITED (the "Company")**

I, the undersigned, being a duly authorised signatory of the Company, refer to the second supplemental agreement dated 17 August 2022 and executed by the Subscriber and the Company (the "**Second Supplemental Agreement**"). Terms which are given defined meanings in the Second Supplemental Agreement have the same meanings herein unless otherwise specified.

As required by Clause 3.1(c) to the Second Supplement Agreement, I hereby certify that:

1. the representations and warranties of the Company as set out in clause 5 of, Schedule 3 to, and otherwise set out in the Original Agreement (including its schedules) (as amended by the Supplemental Agreement and the Second Supplemental Agreement) remain true, accurate and not misleading in each case in accordance with their terms;
2. since the date of the Second Supplemental Agreement, there has been no Material Adverse Change;
3. the authorising resolutions of the Company (the "**Authorising Resolutions**") have been duly and validly passed in accordance with applicable law, consisting authority for the Company to complete the execution, the delivery and the performance of the Second Supplemental Agreement and the Second Supplemental Bond Instrument to which it is a party. The Authorising Resolutions are the only resolutions of the directors of the Company pertaining to the subject matter of the resolutions and each is in full force and effect, and not amended, at this date. There are no shareholders' resolutions limiting the authority of the board of directors to pass the Authorising Resolutions; and
4. the persons whose names are set forth in Annex A of this confirmation are at this date duly elected directors of the Company, with their respective signature set forth in Annex A of this confirmation being true, correct and complete specimens of the signatures of such persons authorised by the Authorising Resolutions.

Yours faithfully

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Name:

Title:

**ANNEX A**  
SPECIMEN SIGNATURES IN RESPECT OF THE COMPANY

Specimen signatures:


\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

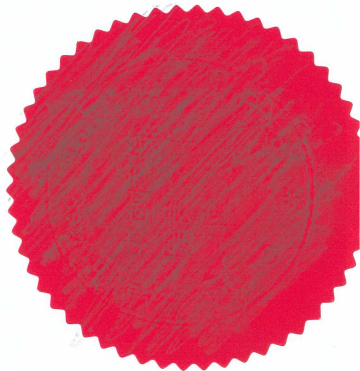
This Agreement has been duly executed as a deed and is intended to be and is hereby delivered on the date first before written.

**THE COMPANY**

**EXECUTED AND DELIVERED** as a  
**DEED**  
by  
**CHINA HEALTHWISE HOLDINGS  
LIMITED**  
acting by its authorised director

)   
)  
)  
)  
)  
) **Name:** Cheung Kwok Wai Elton  
) **Position:** Director


**Witness name:** LO MING WAN   
**Address:** Unit 1212, Shun Tak Centre, West Tower, Hong Kong



**THE SUBSCRIBER**

**EXECUTED AND DELIVERED** as a  
**DEED**  
by  
**HENG TAI FINANCE LIMITED**  
acting by its authorised director

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)  
) **Name:** Lam Kwok Hing  
) **Position:** Director

**Witness name:** Wong Siu Hang   
**Address:** 31/F., Guangdong Finance Bldg., 88 Connaught Rd. West, HK

