

Date: 24 April 2024

GREEN LEADER HOLDINGS GROUP LIMITED
(as Company)

and

CHINA OEPC LIMITED
(as Noteholder)

DEED OF AMENDMENT

relating to

convertible notes for an aggregate principal amount of HK\$380,000,000
in registered form and convertible into ordinary shares in the capital of
GREEN LEADER HOLDINGS GROUP LIMITED

TABLE OF CONTENTS

<u>Clauses</u>	<u>Description</u>	<u>Page</u>
1.	Definitions.....	1
2.	Conditions to the amendment of terms.....	3
3.	Amendment of terms	4
4.	Completion.....	5
5.	General.....	6
6.	Governing law.....	6
Schedule	Form of Certificate.....	7
Execution	

THIS DEED is executed on 24 April 2024

BETWEEN

- (A) **GREEN LEADER HOLDINGS GROUP LIMITED**, a company incorporated in Bermuda with limited liabilities whose registered office is at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and the principal business address is at Unit A, 12/F., Central 88, 88–98 Des Voeux Road Central, Hong Kong (the “**Company**”); and
- (B) **CHINA OEPC LIMITED**, a company incorporated in the British Virgin Islands and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Noteholder**”).

WHEREAS:

- (A) On 22 July 2020 (after trading hours), the Company and the Noteholder entered into a subscription agreement (the “**Subscription Agreement**”), pursuant to which the Company conditionally agreed to issue and the Noteholder conditionally agreed to subscribe for the Convertible Notes (as defined below) issued by the Company in the aggregate principal amount of up to HK\$380,000,000 due on 20 October 2022.
- (B) On 21 October 2020, the Company executed a deed poll (the “**Note Instrument**”) in favour of the Noteholder in respect of the creation and issue of the relevant Convertible Notes in the principal amount of HK\$380,000,000. As at the date hereof, the Noteholder is the registered holder of the Convertible Notes in the aggregate principal amount of HK\$380,000,000.
- (C) As at the date hereof, the Noteholder also holds 94,292,961 Shares, representing approximately 17.92% of the issued share capital of the Company.
- (D) Subject to the terms and conditions of this Deed, the Company and the Noteholder have agreed to execute this Deed and that the terms and conditions of the Note Instrument shall be amended in the manner provided herein (the “**Amendment of Terms**”).

NOW IT IS HEREBY AGREED as follows:

1. **Definitions**

- “**CN Conversion Share(s)**” the Shares to be issued and allotted upon conversion of the Convertible Notes as set out in the terms and conditions of the Convertible Notes (as amended and supplemented by this Deed) (subject to adjustments)
- “**CN Extended Maturity Date**” the date falling on the second (2nd) anniversary of the date of completion of this Deed

“CN Extension”	the proposed extension of the maturity date of the Convertible Notes from 20 October 2022 to the CN Extended Maturity Date
“Completion”	completion of this Deed
“Convertible Notes”	the zero coupon convertible notes due on 20 October 2022 issued by the Company to the Noteholder on 21 October 2020 with an outstanding principal amount of HK\$380,000,000 as at the date of this Deed
“HK\$”	Hong Kong dollars, the lawful currency of the Hong Kong Special Administrative Region
“Independent Shareholder(s)”	the Shareholders not required under the Listing Rules to abstain from voting on the resolution(s) approving this Deed and the transactions contemplated hereunder including but not limited to the grant of the Specific Mandate
“Listing Rules”	the Rules Governing the Listing of Securities on the of the Stock Exchange
“Long Stop Date”	30 June 2024 or such other date as may be agreed by the Company and the Noteholder
“Note Instrument”	has the meaning ascribed thereto under Recital (B)
“SGM”	the special general meeting of the Company to be convened and held to consider and approve, among others, this Deed and the transaction contemplated hereunder including but not limited to the grant of the Specific Mandate for the allotment and issue of the CN Conversion Shares
“Shares”	ordinary share(s) of HK\$0.001 each in the share capital of the Company
“Specific Mandate”	specific mandate to be granted by the Independent Shareholders to the directors of the Company at the SGM to allot and issue the CN Conversion Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

(A) In this Deed (including the recitals above), unless the context otherwise requires or unless otherwise defined in this Deed, the terms and expressions used in this Deed shall have the same meanings as those defined in the Note Instrument and the Subscription Agreement.

- (B) Unless the context otherwise requires, terms importing the singular number only shall include the plural and vice versa and terms importing persons shall include firms and corporations and terms importing one gender only shall include the other gender.
- (C) The headings to clauses and the table of contents inserted in this Deed are inserted for convenience only and shall be ignored in construing this Deed.

2. Conditions to the amendment of terms

- (A) The amendment of terms provided in Clause 3 of this Deed shall be conditional upon and subject to:
 - (a) the Stock Exchange having approved the CN Extension as contemplated by this Deed;
 - (b) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in the CN Conversion Shares to be allotted and issued upon exercise of the Conversion Rights attached to the Convertible Notes as amended and supplemented by this Deed;
 - (c) the passing by the Independent Shareholders of relevant resolution(s) at the SGM in compliance with the requirements of the Listing Rules approving this Deed and the transactions contemplated hereunder and the Specific Mandate;
 - (d) all necessary consents and approvals required to be obtained on the part of the Company in respect of this Deed and the transactions contemplated hereunder having been obtained; and
 - (e) all necessary consents and approvals required to be obtained on the part of the Noteholder in respect of this Deed and the transactions contemplated hereunder having been obtained.
- (B) The Company shall use its best endeavours to procure the fulfilment of the conditions precedent set out in Clauses 2(A)(a), (b), (c) and (d) as soon as practicable and in any event on or before the Long Stop Date. The Noteholder shall use its best endeavours to procure the fulfilment of the condition precedent set out in Clause 2(A)(e) above as soon as practicable and in any event on or before the Long Stop Date. The conditions precedent set out in Clause 2(A) are incapable of being waived. Each of the Noteholder and the Company hereby undertakes to the other of that it shall procure that all information and documents required pursuant to the Listing Rules, and other applicable rules, codes and regulations whether in connection with the preparation of all circulars, reports, documents, independent advice or otherwise are duly given promptly to the other of them, the Stock Exchange and other relevant regulatory authorities.
- (C) The amendment of terms provided in Clause 3 of this Deed shall take effect on the date of Completion. If any of the above conditions are not fulfilled on or before the Long Stop Date, then this Deed will automatically cease and terminate (save for Clauses 5(B) and 6) and the parties hereto shall be released from all obligations and liabilities

Noteholder is entitled to the benefit of the Instrument and is bound by, and is deemed to have notice of, all the provisions of the Instrument.”

- (D) Subject to Clause 2 of this Deed, the existing Form of Certificate in Schedule of the Note Instrument shall be deleted in its entirety and be substituted by the new Form of Certificate as set out in the schedule to this Deed.

4. Completion

- (A) Subject to the fulfillment of the conditions precedent set out in Clause 2, Completion shall take place at 4:00 p.m. within three (3) Business Days (or such later day as may be agreed by the Company and the Noteholder) the principal place of business of the Company in Hong Kong or such other place as the Company and the Noteholder may agree (“**Completion**”) at which each party shall perform its obligations as set out in this Clause 4.
- (B) At Completion, the Noteholder shall deliver or shall procure the delivery to the Company of:
- (a) a certified copy of its board resolutions approving this Deed and the transactions contemplated hereunder and authorising the execution, delivery and performance of this Deed;
 - (b) original Certificate(s) of the Convertible Notes dated 21 October 2020 in the aggregate principal amount of HK\$380,000,000; and
 - (c) a written confirmation signed by any director of the Noteholder for and on behalf of the Noteholder confirming that (i) all of the conditions precedent set out in Clause 2 have been fulfilled; and (ii) the maturity date of the Convertible Notes be extended to the CN Extended Maturity Date.
- (C) Against compliance and fulfillment of all acts and requirements set out in Clause 4(B), at Completion, the Company shall deliver or shall procure the delivery to the Noteholder of:
- (a) evidence reasonably satisfactory to the Noteholder that the conditions set out in Clause 2 have been fulfilled, including but not limited to the delivery to the Noteholder of a certified copy of the letter from the Stock Exchange confirming that the Listing Committee of the Stock Exchange has granted listing of and permission to deal in the Conversion Shares falling to be issued and allotted upon the exercise of the conversion rights attached to the Convertible Notes as amended and supplemented by this Deed;
 - (b) deliver to the Noteholder a certified copy of the resolutions of the shareholders of the Company passed at the SGM approving this Deed and the transactions contemplated hereunder, including but not limited to the CN Extension;
 - (c) deliver to the Noteholder a certified copy of the board resolutions of the Company approving this Deed and the transactions contemplated hereunder, including but

not limited to the CN Extension;

- (d) a written confirmation signed by any director of the Company for and on behalf of the Company confirming that (i) all of the conditions set out in Clause 2 have been fulfilled; and (ii) the maturity date of the Convertible Notes be extended to the CN Extended Maturity Date; and
- (e) one or more new certificate(s) for the Convertible Notes in the aggregate principal amount of HK\$380,000,000 with the CN Extended Maturity Date duly issued in favour of the Noteholder in such denomination as the Noteholder may direct.

5. General

- (A) This Deed shall be supplemental to the Note Instrument. Subject only to the amendments herein contained, the Note Instrument shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Deed were inserted therein by way of addition or substitution, as the case may be.
- (B) Each party hereto shall bear its own costs and expenses in connection with the preparation, negotiation and entry into of this Deed and the Amendment of Terms.

6. Governing law

- (A) This Deed is subject to and shall be construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (B) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Deed, and whether so provided in this Deed or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Deed.

Schedule

Form of Certificate

Certificate no.:

Amount (HK\$)

GREEN LEADER HOLDINGS GROUP LIMITED

(Incorporated in Bermuda with limited liability)

Convertible Notes in the aggregate principal amount of up to HK\$380,000,000 due 2026

The Notes in respect of which this Certificate is issued, the identifying number of which is noted below, is in registered form in the aggregate principal amount of up to HK\$380,000,000 (the *Notes*) issued by Green Leader Holdings Group Limited (the *Company*) and constituted by the Instrument referred to attached hereof. The Notes is subject to, and has the benefit of, the Instrument, which, subject to the terms of the Instrument, is enforceable by the Noteholder against the Company insofar as each Noteholder's Notes is concerned. Such Instrument (together with any instruments supplemental thereto) and copies of the bye-laws of the Company will be available for inspection by the Noteholder at the principal place of business of the Company in Hong Kong.

The Noteholder will be deemed to have notice of all the provisions contained in the said Instrument (and any instruments supplemental thereto) and may obtain copies thereof upon written request to the Company.

The Company hereby certifies that the person whose name and address is specified below is, at the date hereof, entered in the register of Noteholder as the holder of the Notes in the principal amount indicated below:

Folio	Noteholder address	and	Principal amount of the Notes	Identifying no.	Date of issue

GIVEN UNDER THE COMMON SEAL OF THE COMPANY ON THE DATE OF ISSUE AS STATED ABOVE

The Notes in respect of which this Certificate is issued is convertible into fully paid ordinary shares of the Company for the time being subject to and in accordance with the Conditions and the Instrument.

This Certificate is evidence of entitlement only. Title to the Notes passes only on due registration on the register of Noteholder of the Company and only the duly registered holder

is entitled to payments on the Notes in respect of which this Certificate is issued.

The Notes in respect of which this Certificate is issued are subject to restrictions on transfer and may be transferred only if the terms and conditions specified in Clause 11 of the Instrument and Condition 3 of the Conditions have been complied with.

This Certificate shall not be valid for any purpose until signed by two directors or by one director and the Secretary of the Company.

This Certificate is governed by, and shall be construed in accordance with the laws of The Hong Kong Special Administrative Region of The People's Republic of China.

GREEN LEADER HOLDINGS GROUP LIMITED

by:

Director

Director/Secretary

NO TRANSFER OF THE WHOLE OR ANY PORTION OF THE ABOVE NOTES CAN BE REGISTERED UNLESS ACCOMPANIED BY THIS NOTES CERTIFICATE.

Specified Office:

Unit A, 12/F.
Central 88
88-98 Des Voeux Road Central
Hong Kong

On the back: Terms and Conditions of the Notes

IN WITNESS whereof the parties to this Deed have duly executed this Deed the date first above written.

The Company

SEALED with the COMMON SEAL of)
)
and SIGNED by TSE Michael Nam)
and)
for and on behalf of)
GREEN LEADER HOLDINGS)
GROUP LIMITED)
in the presence of:)

CHU Ka Ying

For and on behalf of
GREEN LEADER HOLDINGS GROUP LIMITED
綠領控股集團有限公司
(Incorporated in Bermuda and its members' liability is limited)


.....
Authorised Signature(s)



The Noteholder

SEALED with the COMMON SEAL of)
)
and SIGNED by ZHANG Sauhou)
)
for and on behalf of)
CHINA OEPC LIMITED)
)
in the presence of:)

CHU Ka Ying



