

Date: 28 August 2020

CHINA HEALTHWISE HOLDINGS LIMITED
(as the Company)

AND

HENG TAI FINANCE LIMITED
(as the Subscriber)

**Supplemental Agreement to amend
a subscription agreement dated 8 October 2018
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**

THIS SUPPLEMENTAL AGREEMENT (this “Agreement”) is dated 28 August 2020

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) As at the date of this Agreement, the Company has redeemed an aggregate amount of HK\$34.5 million in accordance with the Conditions of the Bond and the outstanding principal amount of the Bond being held by the Subscriber is HK\$85.5 million.
- (D) The Company currently intends to conduct financing by issuing bonds and the Subscriber currently intends to continue investing in convertible bonds issued or to be issued by companies listed on the Stock Exchange. In view of the existing relationship under the Bond, the Company and the Subscriber desires to extend the maturity date of the Bond in relation to an aggregate principal amount of HK\$85.5 million for another two years from 11 October 2020 to 10 October 2022 subject to certain conditions precedent that need to be satisfied on or before the original maturity date of 10 October 2020, failing which the Bond will mature on 10 October 2020.
- (E) At the annual general meeting of the Company held on 16 June 2020, the shareholders of the Company has passed an ordinary resolution to its directors to allot, issue and deal with additional ordinary shares of the Company and to make or grant offers, agreements and options (including warrants, bonds, debentures, notes and other securities which carry rights to subscribe for or are convertible into ordinary shares of the Company) of up to 1,556,611,672 shares of the Company at par value of HK\$0.10 each (the “**General Mandate**”).
- (F) The Company and the Subscriber has conditionally agreed to amend certain terms of the Original Agreement and certain Conditions to the Original 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 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;
“Effective Date”	means 10 October 2020 (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 2020 where all of the conditions precedent have to be satisfied;
“Material Adverse Change”	<p>(a) any change in circumstances that has, or constitutes, or would result in a Material Adverse Effect; or</p> <p>(b) any change in any relevant laws in any of the jurisdictions or sectors in which the Company and/or each Group Company do/does business that could reasonably be expected to materially and adversely affect the Company and/or the Group taken as a whole;</p>
“Material Adverse Effect”	<p>a material adverse effect on:</p> <p>(a) the business, operations, prospect, property or condition (financial or otherwise) of the Company and /or the Group taken as a whole;</p> <p>(b) the share price of the Company;</p> <p>(c) the ability of the Company to perform its obligations under the Transaction Documents; or</p>

(d) the validity or enforceability of the Transaction Documents or the rights or remedies of any holder of the Bond under the Transaction Documents;

“Parentco” means Heng Tai Consumables Group Limited, the holding company of the Subscriber, and the shares of which are listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Supplemental Bond Instrument” means the 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, the agreed form is set out in Schedule 1; and

“Transaction Documents” means, collectively, (a) the Original Agreement, (b) the Original Bond Instrument, (c) this Agreement, (d) the 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 and the Original 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 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 representations and warranties of the Company as set out in the Original Agreement (as amended by this Agreement) remaining true, accurate and not misleading in each case in accordance with their terms;

- (c) since the date of this Agreement, there having been, in the opinion of the Subscriber, no Material Adverse Change;
- (d) the Stock Exchange having granted the listing of, and permission to deal in, the Conversion Shares to the Company;
- (e) the Stock Exchange having granted approval for the amendments to the Bond;
- (f) there exist sufficient amount of the General Mandate to be utilized for the initial conversion of the principal amount of the Bond into Conversion Shares; 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\$5,144,054.79 payable to the Subscriber, being the outstanding accrued interests on the original maturity date 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 and the Original 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 Supplemental Bond Instrument dated the Effective Date duly executed and delivered as a deed poll by the Company reflecting the amendments as set out in Clause 5 of this Agreement;
- (b) an original revised new Certificate duly executed by the Company evidencing the principal outstanding amount of HK\$85.5 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 resolutions of the Company approving the terms of, the transactions contemplated by, and the execution and performance of this Agreement and the Supplemental Bond Instrument, issuing the revised new Certificate to the Subscriber as the sole Bondholder, confirming the availability and validity of the General 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;
- (e) a certified true copy of the members resolutions of the Company passing the necessary resolution relating to the General Mandate; and

- (f) 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 and the Original 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, the Original 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 original maturity date of the Bond, and accordingly the Company shall redeem the entire outstanding principal amount of the Bond on its original 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 and the Original Bond Instrument Clause 5 will not be effective, and 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 of the Bond.

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), 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 were instead to this Agreement and, on the Effective Date, to the Original 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, and schedule 3 to, and otherwise set out in the Original Agreement (including its schedules) 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 shall mean "31 December 2019";

(b) with effect from the Effective Date, the entire paragraph 2.6 of schedule 3 to the Original Agreement shall be replaced by the following: "The Conversion Shares will be issued under the General Mandate."; and

(c) with effect from the date of this Agreement, the entire paragraph 5.2 of schedule 3 to the Original Agreement shall be replaced by the following: "Since the Accounts Date, save as Disclosed and save for disposals in the ordinary course of its business, the assets of the Company and its Subsidiaries which have been included in the Accounts or acquired since the Accounts Date have been in the possession of, or under the control of, the Group."

4.5 The provisions of the Original 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 and agrees to the following amendments to be made to the Original 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 shall be amended and restated as follows:

"Maturity Date"

10 October 2022 (or if that day is not a Business Day, the immediately following Business Day)"

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

“General Mandate”	the general mandate granted to the directors of the Company at the annual general meeting held on 16 June 2020, to allot, issue and deal with additional ordinary shares of the Company and to make or grant offers, agreements and options (including warrants, bonds, debentures, notes and other securities which carry rights to subscribe for or are convertible into ordinary shares of the Company of up to 1,556,611,672 shares of the Company at par value of HK\$0.10 each;
“Supplemental Agreement”	the supplemental agreement to the Agreement dated 28 August 2020 entered into by the Company and the Subscriber;
“Supplemental Bond Instrument”	the supplemental bond instrument of the Bond which is supplemental to this Instrument executed by the Company as a deed poll on <u>10 October</u> 2020 in favour of the Bondholder(s).”

- (c) The following Clause 6.1A shall be added to the Original Bond Instrument:

“6.1A Since the CB Conditions Precedent has been fulfilled before the CB Long Stop Date, the Conversion Rights attached to the Bond has become unconditional and irrevocable. The Bondholder has the right at any time up to 4:00 pm (Hong Kong time) immediately prior to and exclusive of the Maturity Date to convert the whole or part of the outstanding principal of the Bond into Conversion Shares.”

- (d) The existing Clause 7(e) to the Original Bond Instrument shall be amended by deleting its entirety and replaced by the following:

“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 one-tenth of a cent. If any adjustment to be made will render the total number of the Conversion Shares exceeding the General 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.”

- (e) The following paragraph shall be added immediately following the first paragraph of Condition 5(A) (*Conditions*):

“ Since the CB Conditions Precedent has been fulfilled before the CB Long Stop Date, the Conversion Rights attached to the Bond has become unconditional and irrevocable. The Bondholder has the right at any time up to 4:00 pm (Hong Kong time) immediately prior to and exclusive of the Maturity Date to convert the whole or part of the outstanding principal of the Bond into Conversion Shares.”

- (f) The existing Condition 5(C)(h) shall be amended by deleting its entirety and replaced by the following:

“5(C)(h) If any adjustment to be made will render the total number of the Conversion Shares exceeding the General 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 Supplemental Bond Instrument

Date: 10 October 2020

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

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

THIS SUPPLEMENTAL BOND INSTRUMENT (the “**Supplemental Bond Instrument**”) is executed by way of Deed Poll on 10 October 2020 by **CHINA HEALTHWISE HOLDINGS LIMITED (“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 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 “**Subscription 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 Supplemental Bond Instrument, the Company has already redeemed an aggregate amount of HK\$34.5 million in accordance with the Conditions of the Bond and the outstanding principal amount of the Bond being held by the Subscriber is HK\$85.5 million
- (C) The Company and the Subscriber have, inter alia, executed a supplemental agreement dated 28 August 2020 (the “**Supplemental Agreement**”) to extend the original maturity date of the Bond from 10 October 2020 to 10 October 2022 for the remaining outstanding principal amount of HK\$85.5 million, subject to certain conditions precedent which have been satisfied by [9 October 2020].
- (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 by this Supplemental Instrument.
- (E) Pursuant to the resolutions of the board of directors of the Company passed on [date] October 2020, the Company has resolved and approved to extend the maturity date and to amend the terms and conditions of the Original Bond Instrument and is entering into this 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 [date].

THIS SUPPLEMENTAL BOND INSTRUMENT WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Supplemental Bond Instrument, **Conditions** means the terms and conditions of the Bond (as set out in Schedule 2 to the Original Bond Instrument and as modified

from time to time in accordance with their terms (including by this 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 have the same meanings and construction when used in this Supplemental Bond Instrument and its schedule.
- 1.3 Headings shall be ignored in construing this Supplemental Bond Instrument.
- 1.4 The Schedule forms part of this Supplemental Bond Instrument and has effect accordingly.

2. AMENDMENTS TO THE CONDITIONS

- 2.1 With effect from 10 October 2020, (the “**Effective Date**”), the Conditions of the Original Bond Instrument shall be amended and supplemented as set out in Schedule 1 hereto.
- 2.2 The Conditions attached to the Original Bond Instrument will, except as amended by this Supplemental Bond Instrument, continue to be in full force and effect.

3. CONTINUING OBLIGATIONS

- 3.3 Except as expressly amended hereby, the Original 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 Supplemental Bond Instrument shall form an integral part of the Original Bond Instrument for all purposes, and each Bondholder heretofore or hereafter authenticated and delivered shall be bound hereby.

4. MISCELLANEOUS

- 4.1 This 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 contrary in this 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 Supplemental Bond Instrument.

5. GOVERNING LAW

- 5.1 This 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 Supplemental Bond Instrument or the Bond and accordingly any legal action or proceedings arising out of or in connection with this 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 shall be amended and restated as follows:

“Maturity Date”	10 October 2022 (or if that day is not a Business Day, the immediately following Business Day)”
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- (b) The following definitions shall be added in Clause 1.1 of the Original Bond Instrument:

“General Mandate”	the general mandate granted to the directors of the Company at the annual general meeting held on 16 June 2020, to allot, issue and deal with additional ordinary shares of the Company and to make or grant offers, agreements and options (including warrants, bonds, debentures, notes and other securities which carry rights to subscribe for or are convertible into ordinary shares of the Company of up to 1,556,611,672 shares of the Company at par value of HK\$0.10 each;
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“Supplemental Agreement”	the supplemental agreement to the Agreement dated 28 August 2020 entered into by the Company and the Subscriber;
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“Supplemental Bond Instrument”	the supplemental bond instrument of the Bond which is supplemental to this Instrument executed by the Company as a deed poll on 10 October 2020 in favour of the Bondholder(s).”
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- (c) The following Clause 6.1A shall be added to the Original Bond Instrument:

“6.1A Since the CB Conditions Precedent has been fulfilled before the CB Long Stop Date, the Conversion Rights attached to the Bond has become unconditional and irrevocable. The Bondholder has the right at any time up to 4:00 pm (Hong Kong time) immediately prior to and exclusive of the Maturity Date to convert the whole or part of the outstanding principal of the Bond into Conversion Shares.”

- (d) The existing Clause 7(e) to the Original Bond Instrument shall be amended by deleting its entirety and replaced by the following:

“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 one-tenth of a cent. If any adjustment to be made will render the total number of the Conversion Shares exceeding the General 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.”

(e) The following paragraph shall be added immediately following the first paragraph of Condition 5(A) (Conditions):

“ Since the CB Conditions Precedent has been fulfilled before the CB Long Stop Date, the Conversion Rights attached to the Bond has become unconditional and irrevocable. The Bondholder has the right at any time up to 4:00 pm (Hong Kong time) immediately prior to and exclusive of the Maturity Date to convert the whole or part of the outstanding principal of the Bond into Conversion Shares.”

(f) The existing Condition 5(C)(h) shall be amended by deleting its entirety and replaced by the following:

“5(C)(h) If any adjustment to be made will render the total number of the Conversion Shares exceeding the General 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 Company's Confirmation

To: HENG TAI FINANCE LIMITED (the Subscriber)

Date: 10 October 2020

Dear Sirs

CHINA HEALTHWISE HOLDINGS LIMITED (the Company)

I, the undersigned, being a duly authorised signatory of the Company, refer to the supplemental agreement dated 28 August 2020 and executed by the Subscriber and the Company (the **"Supplemental Deed"**). Terms which are given defined meanings in the Supplemental Deed have the same meanings herein unless otherwise specified.

As required by Clause 3.1(c) to the Supplemental Deed, I hereby certify that:

1. the representations and warranties as set out in clause 5 of, Schedule 3 to, and otherwise set out in the Original Agreement (including its schedules) (as amended or replaced by the Supplemental Deed) remain true, accurate and not misleading in each case in accordance with their terms;
2. since the date of the Supplemental Deed, 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 Supplemental Deed and the 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 certificate are at this date duly elected directors of the Company, with their respective signature set forth in Annex A of this certificate being true, correct and complete specimens of the signatures of such persons authorised by the Authorising Resolutions.

Yours faithfully

Name:

Title:

ANNEX A
SPECIMEN SIGNATURES IN RESPECT OF THE COMPANY

Specimen signatures:

Name:
Title:

Name:
Title:

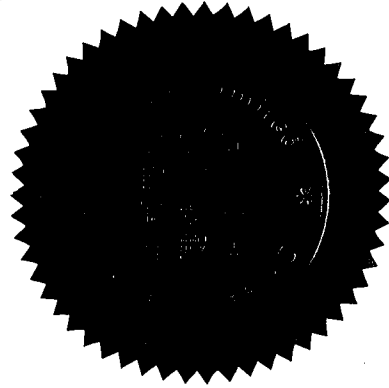
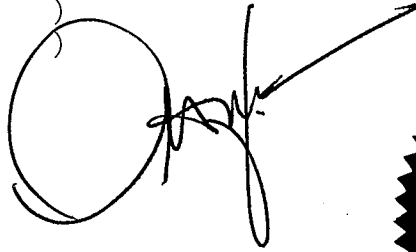
SIGNATORIES

This Agreement has been executed as a deed 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)

acting by its authorised director

Name: **CHUNG KWOK WAI ELTON**
Position: Director



Witness name: **TSE CHI KUNG**
Title: **Director**



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

Name:
Position: Director

Witness name:
Title:

SIGNATORIES

This Agreement has been executed as a deed 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)
)
acting by its authorised director)

Name:
Position: Director

Witness name:
Title:

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

Name: Lam Kwok Hing
Position: Director

Witness name: Wong Sin Hong
Title: Accountant

