

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 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

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 Bond Instrument.
- (E) Pursuant to the resolutions of the board of directors of the Company passed on 28 August 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 Bondholders.
- (F) The Stock Exchange of Hong Kong Limited has granted the listing of, and permission to deal in, the Conversion Shares on 5 October 2020.

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.”

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