

**DATE: 15 NOVEMBER 2024**

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

**and**

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

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**SECOND SUPPLEMENTAL AGREEMENT TO  
THE SUBSCRIPTION AGREEMENT  
DATED 19 AUGUST 2024**

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**THIS SECOND SUPPLEMENTAL AGREEMENT** is made on the 15th day of November 2024

**BETWEEN:**

- (1) **CHINA HEALTHWISE HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability whose registered office is situated at P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands and its head office and principal place of business in Hong Kong is situated 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 whose registered office is situated at 13/F., Guangdong Finance Building, 88 Connaught Road West, Sheung Wan, Hong Kong (the “**Subscriber**”).

**WHEREAS:**

- (A) Pursuant to a subscription agreement dated 19 August 2024 (the “**Subscription Agreement**”), the Company has conditionally agreed to issue the Bonds and the Subscriber has conditionally agreed to subscribe for the Bonds to set off in full the Outstanding Principal Amount upon and subject to the terms and conditions set out in the Subscription Agreement.
- (B) The Company and the Subscriber entered into a supplemental agreement dated 8 October 2024 (the “**Supplemental Agreement**”) to make certain amendments to the Subscription Agreement.
- (C) The parties hereto have agreed to further enter into this second supplemental agreement (the “**Second Supplemental Agreement**”) to make certain amendments to the Subscription Agreement (as supplemented by the Supplemental Agreement) in the manner set out herein.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. INTERPRETATION**

- 1.1 In this Second Supplemental Agreement, unless otherwise specifically defined or re-defined in this Second Supplemental Agreement or the context requires otherwise, terms used and defined in the Subscription Agreement (as supplemented by the Supplemental Agreement) shall bear the same meanings when used herein.
- 1.2 References to a Clause, unless the context otherwise requires, shall be construed as the respective clause of the Subscription Agreement (as supplemented by the Supplemental Agreement) as amended pursuant to the provisions of this Second Supplemental Agreement or may otherwise have been, or from time to time be, amended or supplemented.

**2. THE AMENDMENTS**

The Subscription Agreement (as supplemented by the Supplemental Agreement) is hereby amended as follows:

- (a) the definition of “**Completion Date**” shall be deleted in its entirety and be replaced with the following:

““**Completion Date**” on or before 13 December 2024 (or such later date as the Company and the Subscriber may agree);”

- (b) a new definition of “**Share Pledge**” shall be inserted after the definition of “Shares” but before the definition of “Stock Exchange” in Clause 1.1 of the Subscription Agreement as follows:

““**Share Pledge**” the pledge of 100% of the total issued shares of Good Cheer Global Limited (in such form to the satisfaction of the Subscriber) as security for the payment obligations of the Company under the Bonds;”

- (c) a new condition precedent (g) shall be inserted after the condition precedent (f) in Clause 3.1 of the Subscription Agreement as follows:

“(g) the entering into of the Share Pledge by Ultra Classic Investments Limited, the sole shareholder of Good Cheer Global Limited and a wholly-owned subsidiary of the Company, in favour of the Subscriber as security for the payment obligations of the Company under the Bonds.”

- (d) by deleting Clause 3.3 thereof in its entirety and inserting the following in substitution therefor;

“The conditions precedent (c) and (d) referred to in Clause 3.1 are waivable by the Subscriber at its absolute discretion and subject to such conditions as may be imposed on the Company by the Subscriber. All other conditions precedent referred to in Clause 3.1 are not waivable by any parties to this Agreement. In the event all the conditions referred to in Clause 3.1 not being fulfilled (or waived as the case may be) on or before 13 December 2024 (or such other time and date as may be agreed by the parties to this Agreement), this Agreement (save and except Clauses 9, 13, 14 and 15 which shall remain in full force and effect) shall cease and determine and all rights, obligations and liabilities of the parties hereunder shall cease and determine and neither party shall have any claim against the other, save for any antecedent breaches of the terms hereof.”

### **3. GENERAL**

- 3.1 For the avoidance of doubt, the parties hereto confirm and declare that as from the date hereof, (i) all references to “this Agreement” in the Subscription Agreement and; (ii) all references to the “Subscription Agreement” in the Convertible Bonds Instrument and the Straight Bonds Instrument shall mean and refer to the Subscription Agreement as amended and supplemented by the Supplemental Agreement and this Second Supplemental Agreement and as may be further amended and/or supplemented from time to time.

- 3.2 Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Subscription Agreement (as supplemented by the Supplemental Agreement) consistent with this Second Supplemental Agreement, the Subscription Agreement (as supplemented by the Supplemental Agreement) shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Second Supplemental Agreement were inserted therein by way of addition or substitution, as the case may be.

**4. COUNTERPARTS**

This Second Supplemental Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and is binding on all parties.

**5. GOVERNING LAW**

- 5.1 This Second Supplemental Agreement is governed by and shall be construed in accordance with Hong Kong law.
- 5.2 Unless expressly provided to the contrary in this Second Supplemental Agreement, a person who is not a party to this Second Supplemental Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any of the terms of this Second Supplemental Agreement, and whether so provided in this Second Supplemental Agreement 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 Second Supplemental Agreement.

*[the remainder of this page is intentionally left blank]*

IN WITNESS where of this Second Supplemental Agreement has been executed as a deed on the day and year first above written.

**THE COMPANY**

**SIGNED** by  
for and on behalf of

**CHINA HEALTHWISE  
HOLDINGS LIMITED**

in the presence of:

Lo Ming Wan

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**THE SUBSCRIBER**

**SIGNED** by  
for and on behalf of

**HENG TAI FINANCE LIMITED**

in the presence of:

Law Wai Yi

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