

[/ 2] June 2025

HOSPITAL CORPORATION OF CHINA LIMITED
(弘和仁愛醫療集團有限公司)

(as Issuer)

AND

Hony Capital Fund VIII (Cayman), L.P.

(as Bondholder)

DEED OF AMENDMENT

relating to convertible bonds in an aggregate principal
amount of HK\$773,879,717 convertible into shares of
Hospital Corporation of China Limited

THIS DEED OF AMENDMENT (this “Deed”) is made on [7] June 2025:

BETWEEN:

- (1) **HOSPITAL CORPORATION OF CHINA LIMITED** (弘和仁愛醫療集團有限公司), a company incorporated under the laws of the Cayman Islands whose registered office is at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands and listed on the main board of The Stock Exchange Hong Kong Limited (Stock code: 3869) (the “**Issuer**”); and
- (2) **Hony Capital Fund VIII (Cayman), L.P.**, an exempted limited liability partnership which is ultimately managed and controlled by Hony Capital Fund VIII GP (Cayman) Limited, and a connected person of the Company (“**Hony Fund VIII**”),

each a “**party**” and together the “**parties**”.

RECITALS:

- (A) The Issuer has executed a convertible bond instrument by way of deed on 7 August 2018 (the “**Convertible Bond Instrument**”) with respect to the issuance of convertible bonds in an aggregate principal amount of HK\$773,879,717 (the “**Bonds**”) to Hony Fund VIII pursuant to a subscription agreement dated 29 May 2018 entered into between the Issuer and Hony Fund VIII.
- (B) The Issuer and Hony Fund VIII entered into a deed of amendment on 6 June 2023 to extend the maturity date of the Bonds from 7 August 2023 to 30 September 2025.
- (C) Pursuant to Clause 12.1(a) of the Convertible Bond Instrument, Hony Fund VIII, as the sole bondholder, has duly passed written resolutions to approve this Deed and the terms herein on [7] June 2025.
- (D) Pursuant to Clause 12.3 of the Convertible Bond Instrument, as this Deed intends to modify the terms of the Bonds, it shall be effected by way of deed poll executed by the Issuer.

NOW THE ISSUER DECLARES as follows:

1. INTERPRETATION

Unless otherwise defined in this Deed or unless the context otherwise requires, terms and expressions defined in or construed for the purposes of the Convertible Bond Instrument (including by reference) shall bear the same meanings when used herein.

2. AMENDMENT

2.1 Subject to and effective from fulfilment of the conditions precedent set out in clause 3.1 of this Deed:

- (a) the definition of “**Maturity Date**” in Clause 1.1 of the Convertible Bond Instrument shall be deleted and replaced in its entirety as follows:

“Maturity Date means 30 September 2027”

3. CONDITIONS PRECEDENT

3.1 The amendment to the term of the Bonds pursuant to clause 2 of this Deed (the “**Alteration of Terms**”) shall be conditional on the following conditions precedent being satisfied:

- (a) the Issuer having obtained from its independent Shareholders all necessary approvals required under the Memorandum and Articles of Association, applicable laws and the Listing Rules in respect of the Alteration of Terms;
- (b) the Hong Kong Stock Exchange having approved the Alteration of Terms; and
- (c) the Hong Kong Stock Exchange granting its approval for the listing of, and permission to deal in, the Shares to be allotted and issued by the Issuer upon conversion of the Bonds pursuant to the Convertible Bond Instrument as amended by this Deed.

3.2 If any of the conditions precedent set out in clause 3.1 of this Deed shall not have been fulfilled by 30 September 2025 or such later date as the parties to this Deed may agree, this Deed shall automatically terminate and (without prejudice to the rights and/or obligations of any party in respect of any antecedent breach) the parties shall be released and discharged from their respective obligations under this Deed.

4. GOVERNING LAW AND JURISDICTION

4.1 This Deed, as to which time shall be of the essence, is governed by and shall be construed in accordance with Hong Kong law.

4.2 All disputes arising out of or in connection with this Deed shall be submitted to the Hong Kong International Arbitration Centre and shall be finally settled and resolved under the Hong Kong International Arbitration Centre Administered Arbitration Rules by three arbitrators appointed in accordance with the said rules. The place of arbitration shall be Hong Kong and the language to be used in the arbitral proceedings shall be English. Nothing in this clause shall prevent any party at any time seeking any interim or interlocutory relief in aid of any arbitration or in connection with enforcement proceedings.

5. MISCELLANEOUS

5.1 This Deed shall form an integral part of the Convertible Bond Instrument and shall be read in conjunction with the Convertible Bond Instrument. All references in the Convertible Bond Instrument to “this Instrument” shall include the reference to this Deed, wherever the context so requires. Further, reference to the Convertible Bond Instrument in any other documents shall include reference to the Convertible Bond Instrument as amended by this Deed.

5.2 Aside from the changes specified in this Deed, the terms and conditions of the Convertible Bond Instrument shall continue unchanged, in full force and effect.

5.3 This Deed may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same document.

- 5.3 The provisions set out in Clause 16 (*Notices*) and Clause 18 (*Others*) of Convertible Bond Instrument shall be incorporated into this Deed as if set out in full herein and as if references in those sections to “this Instrument” are references to this Deed.

[Signature pages to follow]

IN WITNESS WHEREOF this Deed has been duly executed the day and year first above written.

EXECUTED and DELIVERED

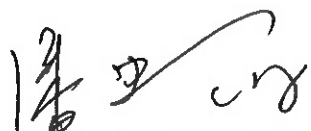
as a **DEED** by

HOSPITAL CORPORATION OF CHINA LIMITED

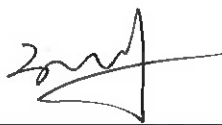
(弘和仁愛醫療集團有限公司)

in the presence of:

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Title: Director



Name of witness: 刘辉

Address: 4th Floor, Air China Century Plaza, No40, Xiaoyun Road, Chaoyang District, Beijing, China

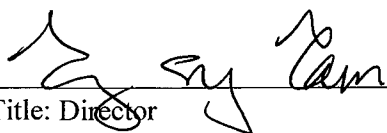
EXECUTED and DELIVERED

as a **DEED** by

Hony Capital Fund VIII (Cayman), L.P.

in the presence of:

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Title: Director



Name of witness: Ho Man Yi

Address: Suites 7006-7011, 70/F, Two International Finance Centre,
8 Finance Street, Central, Hong Kong