

DATED 15 DECEMBER 2022

COMPANY

DEXIN CHINA HOLDINGS COMPANY LIMITED
(德信中國控股有限公司)

AND

SUBSIDIARY GUARANTORS

TAK YICK INTERNATIONAL LIMITED (德益國際有限公司)

DAXIN INTERNATIONAL LIMITED (達信國際有限公司)

DEXIN HOLDING (HONG KONG) LIMITED (德信控股(香港)有限公司)

YINXIN HOLDING (HONG KONG) LIMITED (銀鑫控股(香港)有限公司)

AND

CERTAIN NOTEHOLDERS

THIRD AMENDMENT DEED

TO A RESTRUCTURING SUPPORT AGREEMENT DATED
18 NOVEMBER 2022

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THIS THIRD AMENDMENT DEED is made on 15 December 2022.

BETWEEN:

- (1) **DEXIN CHINA HOLDINGS COMPANY LIMITED (德信中國控股有限公司)**, an exempted company incorporated with limited liability under the laws of the Cayman Islands, and its registered office at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the “**Company**”);
- (2) **TAK YICK INTERNATIONAL LIMITED (德益國際有限公司)**, a BVI business company incorporated with limited liability under the laws of the BVI, and its registered office at the offices of Conyers Trust Company (BVI) Limited, Commerce House, Wickhams CAY 1, P.O. Box 3140, Road Town, Tortola VG1110, British Virgin Islands (“**Tak Yick**”);
- (3) **DAXIN INTERNATIONAL LIMITED (達信國際有限公司)**, a BVI business company incorporated with limited liability under the laws of the BVI, and its registered office at the offices of Conyers Trust Company (BVI) Limited, Commerce House, Wickhams CAY 1, P.O. Box 3140, Road Town, Tortola VG1110, British Virgin Islands (“**Daxin**”);
- (4) **DEXIN HOLDING (HONG KONG) LIMITED (德信控股(香港)有限公司)**, a limited liability company incorporated in Hong Kong, and its registered office at Room 2813, 28/F., The Center, 99 Queen’s Road Central, Hong Kong (“**Dexin HK**”); and
- (5) **YINXIN HOLDING (HONG KONG) LIMITED (銀鑫控股(香港)有限公司)**, a limited liability company incorporated in Hong Kong, and its registered office at Room 2813, 28/F., The Center, 99 Queen’s Road Central, Hong Kong (“**Yinxin**” and together with Tak Yick, Daxin and Dexin HK, the “**Subsidiary Guarantors**”).

WHEREAS:

- (A) The Company, the Subsidiary Guarantors, the Information and Exchange Agent and certain noteholders as Consenting Creditors have entered into a Restructuring Support Agreement dated 18 November 2022 (the “**Original RSA**”), which was supplemented by an amendment deed dated 29 November 2022 (the “**First Amendment Deed**”) and an amendment deed dated 12 December 2022 (the “**Second Amendment Deed**”).
- (B) Pursuant to Clause 9.2 of the Original RSA, the Company or the Subsidiary Guarantors may amend, waive or modify the terms of the Original RSA (including any terms of any schedule thereto, including for the avoidance of doubt Schedule 4 (*Term Sheet*) to the Original RSA, which was amended pursuant to Schedule 1 of the First Amendment Deed and Schedule 1 of the Second Amendment Deed), at its sole discretion (but without any obligation to do so) and without the consent of any Consenting Creditors, in any manner that

is not materially adverse to the interests of the Consenting Creditors, including, but not limited to, amendments, waivers or modifications:

- (i) to increase any cash consideration or Cash Prepayment and Instruction Fee amount payable to Scheme Creditors or Consenting Creditors, as applicable;
 - (ii) to add any guarantor or guarantee in respect of the New Notes or to add collateral to secure the New Notes;
 - (iii) to add additional covenants in respect of the New Notes;
 - (iv) to cure any ambiguity, defect, omission or inconsistency in the Original RSA;
 - (v) to waive any of the obligations on the Consenting Creditors pursuant to Clauses 5 (*Cash Prepayment and Instruction Fees*) and 6 (*Accession, Transfer and Purchase, and Aggregate Position Disclosure by the Information and Exchange Agent*); and
 - (vi) to make any other change to the terms of the Restructuring or this Agreement that is beneficial to, and does not have a material adverse effect on, the rights of any Consenting Creditor when compared to the terms then in effect.
- (C) The parties hereto have agreed to enter into this third amendment deed (the “**Amendment Deed**”) in order to make the amendments as set forth in Clause 2 hereof. The Original RSA, as amended pursuant to the First Amendment Deed, the Second Amendment Deed and this Amendment Deed, shall be referred to as the “**RSA**”.

NOW IT IS HEREBY AGREED:

1. INTERPRETATION

In this Amendment Deed:

- (a) words and expressions defined in the RSA shall, unless otherwise defined herein, have the same meaning when used herein;
- (b) the provisions of Clause 1.2 (*Definitions and Interpretations*) of the RSA shall also apply in the interpretation hereof as if expressly set out herein; and
- (c) the parties intend this document to take effect as a deed, notwithstanding that certain of the parties may execute it under hand.

2. AMENDMENTS TO THE RSA

- (a) The parties hereto agree that with effect from the date of this Amendment Deed:

- (1) In Schedule 4 (*Term Sheet*) to the Original RSA, the following sentences shall be amended and shall be deemed to take effect in the form set out below. The amended text, as compared to corresponding text in the Second Amendment Deed, is reproduced below, with additions shown in blue double underline and deletions shown in red ~~strikethrough~~:

“Subject to the terms of the Restructuring Support Agreement, each eligible Scheme Creditor (such Scheme Creditor must enter into to the Restructuring Support Agreement (“**Consenting Creditor**”)) will receive (i) on the Restructuring Effective Date (or as soon as practicable thereafter), a Cash Prepayment Fee in cash in an amount equal to ~~2.5~~ 3.0% and (ii) on or around December 30, 2022, an Instruction Fee in cash in an amount equal to 0.5%, of the aggregate principal amount of the Eligible Restricted Notes held as at the Cash Prepayment Fee Deadline, if such Consenting Creditor enters into this Agreement on or before the Cash Prepayment Fee Deadline.

“**Cash Prepayment Fee Deadline**” means 4:00 p.m. London time on ~~19~~ 23 December 2022, or such later date and time as the Company may elect in accordance with the Restructuring Support Agreement.”

- (2) In Schedule 1 (*Definitions and Interpretation*), the following definitions shall be amended and shall be deemed to take effect in the form set out below. The amended text, as compared to corresponding text in the Second Amendment Deed, is reproduced below, with additions shown in blue double underline and deletions shown in red ~~strikethrough~~:

““**Cash Prepayment Fee**” means, with respect to each Consenting Creditor, subject to and in accordance with Clause 5 (Cash Prepayment and Instruction Fees), an amount in cash equal to ~~2.5~~ 3.0% of the aggregate principal amount of the Eligible Restricted Notes held as at the Cash Prepayment Fee Deadline, provided that such Consenting Creditor enters into this Agreement on or before the Cash Prepayment Fee Deadline.

“**Cash Prepayment Fee Deadline**” means 4:00 p.m. London time on ~~19~~ 23 December 2022, or such later date and time as the Company may elect in accordance with Clause 9.3(b).”

- (b) Subject to the terms of this Amendment Deed, the Original RSA will remain in full force and effect and as from the date of this Amendment Deed, references in the Original RSA to “this Agreement” “hereunder”, “herein” and like terms or to any provision of the Original RSA shall be construed as a reference to the RSA.
- (c) The parties hereto consent and agree to the amendments to the Original RSA and in addition, without in any way limiting the generality of the foregoing, the Company and the Subsidiary Guarantors consent and agree to such amendments to the RSA pursuant to Clause 9.2 of the Original RSA.

- (d) For the avoidance of doubt, the amendments to the Original RSA as contemplated by this Amendment Deed are solely for the benefit of the Consenting Creditors and are not materially adverse to the interests of the Consenting Creditors.
- (e) Except as amended by this Amendment Deed, the rights and obligations in the Original RSA will remain in full force and effect.

3. REPRESENTATIONS AND WARRANTIES

Each of the Company and the Subsidiary Guarantors makes each of the representations and warranties in Clause 7.1 (*Representations and Warranties*) of the RSA on the date of this Amendment Deed (by reference to the facts and circumstances then existing), but as if references in Clause 7.1 of the Original RSA to “this Agreement” include this Amendment Deed and the RSA.

4. MISCELLANEOUS

4.1 Incorporation of Terms

Clauses 10 (*Notice*), 11 (*Severance*) and 13 (*Disclosure*) of the RSA shall be deemed incorporated in this Amendment Deed (with such conforming amendments as the context requires) as if set out herein.

4.2 Counterparts

This Amendment Deed may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

5. NOTICE TO CONSENTING CREDITORS

Promptly following execution of the Amendment Deed, the Company and/or the Subsidiary Guarantors shall send a notice with a copy of the RSA to the Consenting Creditors in accordance with Clause 10 (*Notice*) of the RSA.

6. GOVERNING LAW

- (a) This Amendment Deed and any disputes or claims arising out of or in connection with it are governed by and shall be construed in accordance with Hong Kong law. This Agreement will be governed by and construed in accordance with Hong Kong law.
- (b) The courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

This Amendment Deed has been executed and delivered as a deed on the date stated at the beginning of this Amendment Deed.

SIGNATURE PAGES

Company

SIGNED, SEALED AND DELIVERED as a
DEED by HU Yiping
as authorised signatory for and on behalf of
DEXIN CHINA HOLDINGS COMPANY
LIMITED (德信中國控股有限公司)



Name: HU Yiping
Title: Executive Director

SIGNED, SEALED AND DELIVERED as a
DEED by HU Yiping
as authorised signatory for and on behalf of
TAK YICK INTERNATIONAL LIMITED
(德益國際有限公司)




Name: HU Yiping
Title: Director

SIGNED, SEALED AND DELIVERED as a
DEED by HU Yiping
as authorised signatory for and on behalf of
DAXIN INTERNATIONAL LIMITED
(達信國際有限公司)





Name: HU Yiping
Title: Director

EXECUTED AS A DEED by

DEXIN HOLDING (HONG KONG)
LIMITED

(德信控股(香港)有限公司)

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胡一平

Name: HU Yiping

Title: Director

薛彪

Name: SHAN Bei

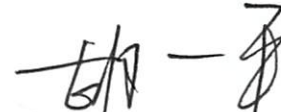
Title: Director

EXECUTED AS A DEED by

**YINXIN HOLDING (HONG KONG)
LIMITED**

(銀鑫控股(香港)有限公司)

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Name: HU Yiping
Title: Sole Director