FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2021-08-06**
SEC Accession No. 0001104659-21-101095

(HTML Version on secdatabase.com)

SUBJECT COMPANY

New Frontier Health Corp

CIK:**1737422**| IRS No.: **000000000** | State of Incorp.:**NY** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-90555** | Film No.: **211150711**
SIC: **8060** Hospitals

Mailing Address
10 JIUXIANQIAO ROAD,
HENGTONG BUSINESS P
CHAOYANG DISTRICT
BEIJING F4 00000

Business Address
10 JIUXIANQIAO ROAD,
HENGTONG BUSINESS P
CHAOYANG DISTRICT
BEIJING F4 00000
86-10-59277000

FILED BY

New Frontier Public Holding Ltd.

CIK:**1744943**| IRS No.: **000000000** | State of Incorp.:**E9** | Fiscal Year End: **1231**
Type: **SC 13D/A**

Mailing Address
23RD FLOOR, 299QRC
287-299 QUEEN'S ROAD
CENTRAL
HONG KONG K3 HONG
KONG

Business Address
23RD FLOOR, 299QRC
287-299 QUEEN'S ROAD
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KONG
852-3703-3251

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

NEW FRONTIER HEALTH CORPORATION

(Name of Issuer)

Ordinary Shares
(Title of Class of Securities)

G6461G 106
(CUSIP Number)

Carl Wu
New Frontier Public Holding Ltd.
23rd Floor, 299 QRC
287-299 Queen's Road Central
Hong Kong
852-6491-9230

Copy to:

Yang Wang
Simpson Thacher & Bartlett LLP
3901 China World Tower
1 Jianguomenwai Avenue
Beijing 100004, China
86-10-5965-2976
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 4, 2021
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

* This Schedule constitutes Amendment No. 3 to the Schedule 13D on behalf of New Frontier Public Holding Ltd. and Vivo Capital IX (Cayman), LLC filed as of December 30, 2019, Amendment No. 2 to the Schedule 13D on behalf of Nan Fung Group Holdings Limited, Sun Hing Associates Limited, NF SPAC Holding Limited, filed as of January 2, 2020, Amendment No. 1 to the Schedule 13D on behalf of each of Carnival Investments Limited, Mr. Kam Chung Leung, Ms. Roberta Lipson, Max Rising International Limited, Mr. Carl Wu, Mr. Ying Zeng, Brave Peak Limited, Aspex Master Fund, Aspex Management (HK) Limited, Mr. Ho Kei Li, Smart Scene Investment Limited and LY Holding Co., Limited, filed as of February 16, 2021, Amendment No. 1 to the Schedule 13D on behalf of Fosun Industrial Co., Limited and Shanghai Fosun Pharmaceutical (Group) Co., Ltd., filed as of December 30, 2019, and an initial Schedule 13D on behalf of each of Strategic Healthcare Holding Ltd., Advance Data Services Limited, Yunqi China Special Investment A, York Asian Opportunities Investments Master Fund, L.P. and Smart Will Investments Limited.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** New Frontier Public Holding Ltd.		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** WC		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 0	
	8	**SHARED VOTING POWER** 57,546,625(1)	
	9	**SOLE DISPOSITIVE POWER** 17,012,500	
	10	**SHARED DISPOSITIVE POWER** 0	
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 57,546,625(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☒		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 39.3%(2)		
14.	**TYPE OF REPORTING PERSON** OO		

(1) Includes (i) 9,542,500 ordinary shares of the Issuer, par value $0.0001 per share ("Ordinary Shares") held directly by NFPH (as defined below), (ii) 7,470,000 Ordinary Shares underlying warrants held by NFPH, (iii) 17,605,000 Ordinary Shares that are subject to certain Letter Agreements, each dated as of December 17, 2019 and as described in Item 4 of the Original Schedule 13D, including 3,280,000 Ordinary Shares underlying warrants, (iv) 22,929,125 Ordinary Shares subject to the Irrevocable Proxies, including 3,975,750 Ordinary Shares underlying warrants. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5. Neither the filing of this Amendment No. 3 (as defined below) nor any of its contents shall be deemed to constitute an admission by the Reporting Person that it is the beneficial owner of any Ordinary Shares referred to under the foregoing prong (iii) or (iv) for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or for any other purpose, and such beneficial ownership is expressly disclaimed.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 14,725,750 warrants held by the Reporting Person (as defined below), or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

<table>
<tr><td colspan="4">CUSIP No. G6461G 106</td></tr>
<tr><td>1</td><td colspan="3">NAME OF REPORTING PERSONS
Strategic Healthcare Holding Ltd.</td></tr>
<tr><td>2</td><td colspan="3">CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a) ☒ (b) ☐</td></tr>
<tr><td>3</td><td colspan="3">SEC USE ONLY</td></tr>
<tr><td>4</td><td colspan="3">SOURCE OF FUNDS
OO</td></tr>
<tr><td>5</td><td colspan="3">CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐</td></tr>
<tr><td>6</td><td colspan="3">CITIZENSHIP OR PLACE OF ORGANIZATION
British Virgin Islands</td></tr>
<tr><td rowspan="4">NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</td><td>7</td><td colspan="2">SOLE VOTING POWER
0</td></tr>
<tr><td>8</td><td colspan="2">SHARED VOTING POWER
451,439(1)</td></tr>
<tr><td>9</td><td colspan="2">SOLE DISPOSITIVE POWER
0</td></tr>
<tr><td>10</td><td colspan="2">SHARED DISPOSITIVE POWER
451,439(1)</td></tr>
<tr><td>11</td><td colspan="3">AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
451,439(1)</td></tr>
<tr><td>12</td><td colspan="3">CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐</td></tr>
<tr><td>13</td><td colspan="3">PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
0.3%(2)</td></tr>
<tr><td>14.</td><td colspan="3">TYPE OF REPORTING PERSON
CO</td></tr>
</table>

(1) Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021.

CUSIP No. G6461G 106			
1	NAME OF REPORTING PERSONS Carnival Investments Limited		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS PF, OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 2,825,000(1)
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 2,825,000(1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,825,000(1)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.1%(2)		
14.	TYPE OF REPORTING PERSON CO		

(1) Includes (x) (i) 600,000 Ordinary Shares, and (ii) 300,000 Ordinary Shares underlying the public warrants owned by the Reporting Person in the Issuer's initial public offering, and (y) (i) 1,575,000 Ordinary Shares, and (ii) 350,000 Ordinary Shares underlying the forward purchase warrants, held of record by the Reporting Person. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 650,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106	
1	NAME OF REPORTING PERSONS Kam Chung Leung
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐
3	SEC USE ONLY

4	**SOURCE OF FUNDS** PF		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Hong Kong		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 0	
	8	**SHARED VOTING POWER** 57,998,064(1)	
	9	**SOLE DISPOSITIVE POWER** 2,825,000(2)	
	10	**SHARED DISPOSITIVE POWER** 17,463,939(3)	
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 57,998,064(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 39.6%(4)		
14.	**TYPE OF REPORTING PERSON** IN		

(1) The Reporting Person shares voting power over the securities beneficially owned by NFPH and SHH (as defined below).

(2) Includes (x) (i) 600,000 Ordinary Shares, and (ii) 300,000 Ordinary Shares underlying the public warrants purchased by entities affiliated with the Reporting Person in the Issuer's initial public offering, and (y) (i) 1,575,000 Ordinary Shares, and (ii) 350,000 Ordinary Shares underlying the forward purchase warrants, held of record by the Reporting Person or entities affiliated with the Reporting Person. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(3) The Reporting Person shares dispositive power over the securities held or deemed to be held by NFPH and SHH. The interests shown include (i) 9,542,500 Ordinary Shares held of record by NFPH, (ii) 7,470,000 Ordinary Shares underlying the private placement warrants held of record by NFPH, and (iii) 451,439 Ordinary Shares held of record by SHH.

(4) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 14,725,750 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106		
1	**NAME OF REPORTING PERSONS** Roberta Lipson	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐	
3	**SEC USE ONLY**	

4	**SOURCE OF FUNDS** PF	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐	
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 6,872,831(1)
	8	**SHARED VOTING POWER** 0
	9	**SOLE DISPOSITIVE POWER** 6,872,831(1)
	10	**SHARED DISPOSITIVE POWER** 0
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 6,872,831(1)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐	
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 5.1%(2)	
14.	**TYPE OF REPORTING PERSON** IN	

(1) Includes (i) 1,227,251 Ordinary Shares held by the Reporting Person in her personal capacity, (ii) 3,282,032 Ordinary Shares that the Reporting Person has the right to acquire upon exercise of options prior to January 25, 2026, (iii) 2,363,548 Ordinary Shares held of record by the Daniel Lipson Plafker Trust, Benjamin Lipson Plafker Trust, Jonathan Lipson Plafker Trust, Ariel Benjamin Lee Trust and Lipson 2021 GRAT, for which the Reporting Person acts as the trustee. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 3,282,032 options held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106		
1	**NAME OF REPORTING PERSONS** Max Rising International Limited	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐	
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS** PF, OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐	

6	**CITIZENSHIP OR PLACE OF ORGANIZATION** British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7**	**SOLE VOTING POWER** 0
		8	**SHARED VOTING POWER** 1,412,500(1)
		9	**SOLE DISPOSITIVE POWER** 0
		10	**SHARED DISPOSITIVE POWER** 1,412,500(1)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 1,412,500(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 1.1%(2)		
14.	**TYPE OF REPORTING PERSON** CO		

(1) Includes (x) (i) 300,000 Ordinary Shares, and (ii) 150,000 Ordinary Shares underlying the public warrants owned by the Reporting Person in the Issuer's initial public offering, and (y) (i) 787,500 Ordinary Shares, and (ii) 175,000 Ordinary Shares underlying the forward purchase warrants, held of record by the Reporting Person. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 325,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** Carl Wu		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** PF		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** New Zealand		
NUMBER OF SHARES BENEFICIALLY OWNED BY		**7**	**SOLE VOTING POWER** 0
		8	**SHARED VOTING POWER** 57,998,064(1)
		9	**SOLE DISPOSITIVE POWER**

EACH REPORTING PERSON WITH		1,412,500(2)
	10	**SHARED DISPOSITIVE POWER** 17,463,939(3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 57,998,064 (1)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐	
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 39.6%(4)	
14.	**TYPE OF REPORTING PERSON** IN	

(1) The Reporting Person shares voting power over the securities beneficially owned by NFPH and SHH.

(2) Includes (x) (i) 300,000 Ordinary Shares, and (ii) 150,000 Ordinary Shares underlying the public warrants purchased by entities affiliated with the Reporting Person in the Issuer's initial public offering, and (y) (i) 787,500 Ordinary Shares, and (ii) 175,000 Ordinary Shares underlying the forward purchase warrants, held of record by the Reporting Person or entities affiliated with the Reporting Person. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(3) The Reporting Person shares dispositive power over the securities beneficially owned by NFPH and SHH. The interests shown include (i) 9,542,500 Ordinary Shares held of record by NFPH, (ii) 7,470,000 Ordinary Shares underlying the private placement warrants held of record by NFPH, and (iii) 451,439 Ordinary Shares held of record by SHH.

(4) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 14,725,750 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106		
1	**NAME OF REPORTING PERSONS** Ying Zeng	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐	
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS** PF	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐	
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 216,250(1)
	8	**SHARED VOTING POWER** 0
	9	**SOLE DISPOSITIVE POWER** 216,250(1)
	10	**SHARED DISPOSITIVE POWER**

		0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 216,250(1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2%(2)	
14.	TYPE OF REPORTING PERSON IN	

(1) Includes (i) 168,750 Ordinary Shares and (ii) 47,500 Ordinary Shares underlying warrants. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 47,500 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106		
1	NAME OF REPORTING PERSONS Vivo Capital IX (Cayman), LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 14,300,000(1)
	9	SOLE DISPOSITIVE POWER 14,300,000(1)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,300,000(1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.8%(2)	
14.	TYPE OF REPORTING PERSON OO	

(1) Does not include Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** NF SPAC Holding Limited		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** WC		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 0	
	8	**SHARED VOTING POWER** 7,850,000(1)	
	9	**SOLE DISPOSITIVE POWER** 7,850,000(1)	
	10	**SHARED DISPOSITIVE POWER** 0	
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 7,850,000(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 5.9%(2)		
14.	**TYPE OF REPORTING PERSON** CO		

(1) Includes (i) 7,150,000 Ordinary Shares held by NF SPAC Holding Limited, and (ii) 700,000 Ordinary Shares underlying warrants. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 700,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106; G6461G 114		
1	NAME OF REPORTING PERSONS Sun Hing Associates Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,800,000(1)
	9	SOLE DISPOSITIVE POWER 1,800,000(1)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,800,000(1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.4%(2)	
14.	TYPE OF REPORTING PERSON CO	

(1) Includes (i) 1,200,000 Ordinary Shares held by Sun Hing Associates Limited, and (ii) 600,000 Ordinary Shares underlying warrants. Does not include Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 600,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106	
1	NAME OF REPORTING PERSONS Nan Fung Group Holdings Limited
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☒ (b) ☐
3	SEC USE ONLY
4	SOURCE OF FUNDS AF

5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	**SOLE VOTING POWER** 0
		8	**SHARED VOTING POWER** 9,930,000(1)
		9	**SOLE DISPOSITIVE POWER** 9,930,000(1)
		10	**SHARED DISPOSITIVE POWER** 0
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 9,930,000(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 7.4%(2)		
14.	**TYPE OF REPORTING PERSON** CO		

(1) Includes (i) 1,200,000 Ordinary Shares held by Sun Hing Associates Limited, (ii) 600,000 Ordinary Shares underlying warrants held by Sun Hing Associates Limited, (iii) 7,150,000 Ordinary Shares held by NF SPAC Holding Limited, (iv) 700,000 Ordinary Shares underlying warrants held by NF SPAC Holding Limited and (v) 280,000 Ordinary Shares underlying warrants held by Nan Fung Group Holdings Limited. Each of NF SPAC Holding Limited and Sun Hing Associates Limited is an indirect wholly-owned subsidiary of the Reporting Person. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 1,580,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** BRAVE PEAK LIMITED		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** WC		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY		7	**SOLE VOTING POWER** 0
		8	**SHARED VOTING POWER**

OWNED BY EACH REPORTING PERSON WITH		6,375,000[1]
	9	**SOLE DISPOSITIVE POWER** 6,375,000 [1]
	10	**SHARED DISPOSITIVE POWER** 0
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 6,375,000[1]	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐	
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 4.8%[2]	
14.	**TYPE OF REPORTING PERSON** CO	

(1) Includes (i) 4,875,000 Ordinary Shares held by Brave Peak Limited, and (ii) 1,500,000 Ordinary Shares underlying warrants. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 1,500,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106		
1	**NAME OF REPORTING PERSONS** ASPEX MASTER FUND	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐	
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS** WC	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐	
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 4,243,750[1]
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 4,243,750[1]
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 4,243,750[1]	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐	

13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 3.2%(2)
14.	**TYPE OF REPORTING PERSON** CO

(1) Includes (i) 4,081,250 Ordinary Shares held by Aspex Master Fund, and (ii) 162,500 Ordinary Shares underlying warrants held by Aspex Master Fund. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 162,500 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** ASPEX MANAGEMENT (HK) LIMITED		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** AF		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Hong Kong		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 0	
	8	**SHARED VOTING POWER** 4,243,750(1)	
	9	**SOLE DISPOSITIVE POWER** 0	
	10	**SHARED DISPOSITIVE POWER** 4,243,750(1)	
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 4,243,750(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 3.2%(2)		
14.	**TYPE OF REPORTING PERSON** HC		

(1) Aspex Management (HK) Limited may be deemed to beneficially own (i) 4,081,250 Ordinary Shares held by Aspex Master Fund and (ii) 162,500 Ordinary Shares underlying warrants held by Aspex Master Fund. Aspex Management (HK) Limited expressly disclaims any such beneficial ownership. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5. Aspex Management (HK) Limited acts as the sole management company of Aspex Master Fund.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 162,500 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** Ho Kei Li		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** AF		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Hong Kong		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 0	
	8	**SHARED VOTING POWER** 4,243,750(1)	
	9	**SOLE DISPOSITIVE POWER** 0	
	10	**SHARED DISPOSITIVE POWER** 4,243,750(1)	
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 4,243,750(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 3.2%(2)		
14.	**TYPE OF REPORTING PERSON** HC		

(1) Mr. Ho Kei Li ("Mr. Li") may be deemed to beneficially own (i) 4,081,250 Ordinary Shares held by Aspex Master Fund, and (ii) 162,500 Ordinary Shares underlying warrants held by Aspex Master Fund. Mr. Li expressly disclaims any such beneficial ownership. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5. Mr. Li holds 100% of the equity interests in Aspex Management (Cayman) Limited, which in turn holds 100% of equity interests in Aspex Management (HK) Limited.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 162,500 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** SMART SCENE INVESTMENT LIMITED		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** AF		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Hong Kong		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7**	**SOLE VOTING POWER** 3,000,000(1)
		8	**SHARED VOTING POWER** 0
		9	**SOLE DISPOSITIVE POWER** 3,000,000(1)
		10	**SHARED DISPOSITIVE POWER** 0
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 3,000,000(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 2.3%(2)		
14.	**TYPE OF REPORTING PERSON** CO		

(1) Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021.

CUSIP No. G6461G 106	
1	**NAME OF REPORTING PERSONS** LY HOLDING CO., LIMITED
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐
3	**SEC USE ONLY**
4	**SOURCE OF FUNDS** WC
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐

6	**CITIZENSHIP OR PLACE OF ORGANIZATION** British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	**SOLE VOTING POWER** 0
		8	**SHARED VOTING POWER** 1,375,000(1)
		9	**SOLE DISPOSITIVE POWER** 1,375,000(1)
		10	**SHARED DISPOSITIVE POWER** 0
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 1,375,000(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 1.0%(2)		
14.	**TYPE OF REPORTING PERSON** CO		

(1) Includes (i) 1,125,000 Ordinary Shares held by LY Holding Co., Limited, and (ii) 250,000 Ordinary Shares underlying warrants. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 250,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** Advance Data Services Limited		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** PF		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	**SOLE VOTING POWER** 3,850,000(1)
		8	**SHARED VOTING POWER** 0
		9	**SOLE DISPOSITIVE POWER** 3,850,000(1)
		10	**SHARED DISPOSITIVE POWER** 0

11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 3,850,000(1)
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 2.9%(2)
14.	**TYPE OF REPORTING PERSON** CO

(1) Includes (i) 3,150,000 Ordinary Shares, (ii) 400,000 Ordinary Shares underlying the public warrants owned by the Reporting Person in the Issuer's initial public offering, and (iii) 300,000 Ordinary Shares underlying the forward purchase warrants, held of record by the Reporting Person. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 700,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106		
1	**NAME OF REPORTING PERSONS** Yunqi China Special Investment A	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐	
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐	
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 2,278,316(1)
	8	**SHARED VOTING POWER** 0
	9	**SOLE DISPOSITIVE POWER** 2,278,316(1)
	10	**SHARED DISPOSITIVE POWER** 0
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 2,278,316(1)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐	
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 1.7%(2)	
14.	**TYPE OF REPORTING PERSON** CO	

(1) Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021.

CUSIP No. G6461G 106		
1	**NAME OF REPORTING PERSONS** York Asian Opportunities Investments Master Fund, L.P.	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐	
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS** WC	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐	
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 2,331,067(1)
	8	**SHARED VOTING POWER** 0
	9	**SOLE DISPOSITIVE POWER** 2,331,067(1)
	10	**SHARED DISPOSITIVE POWER** 0
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 2,331,067(1)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐	
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 1.8%(2)	
14.	**TYPE OF REPORTING PERSON** OO	

(1) Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021.

CUSIP No. G6461G 106	
1	**NAME OF REPORTING PERSONS**

	Smart Will Investments Limited		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** AF		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** British Virgin Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		**7**	**SOLE VOTING POWER** 2,375,000(1)
		8	**SHARED VOTING POWER** 0
		9	**SOLE DISPOSITIVE POWER** 2,375,000(1)
		10	**SHARED DISPOSITIVE POWER** 0
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 2,375,000(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 1.8%(2)		
14.	**TYPE OF REPORTING PERSON** CO		

(1) Includes (i) 2,125,000 Ordinary Shares and (ii) 250,000 Ordinary Shares underlying warrants. Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021, and assumes that all of the 250,000 warrants held by the Reporting Person, or as to which the Reporting Person may be deemed the beneficial owner, have been exercised.

CUSIP No. G6461G 106	
1	**NAME OF REPORTING PERSONS** Fosun Industrial Co., Limited
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐
3	**SEC USE ONLY**
4	**SOURCE OF FUNDS** OO
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION**

	Hong Kong		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	**SOLE VOTING POWER** 0
		8	**SHARED VOTING POWER** 9,400,000(1)
		9	**SOLE DISPOSITIVE POWER** 0
		10	**SHARED DISPOSITIVE POWER** 9,400,000(1)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 9,400,000(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 7.1%(2)		
14.	**TYPE OF REPORTING PERSON** CO		

(1) Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021.

CUSIP No. G6461G 106			
1	**NAME OF REPORTING PERSONS** Shanghai Fosun Pharmaceutical (Group) Co., Ltd.		
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP** (a) ☒ (b) ☐		
3	**SEC USE ONLY**		
4	**SOURCE OF FUNDS** OO		
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)** ☐		
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** People's Republic of China		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	**SOLE VOTING POWER** 0
		8	**SHARED VOTING POWER** 9,400,000(1)
		9	**SOLE DISPOSITIVE POWER** 0
		10	**SHARED DISPOSITIVE POWER** 9,400,000(1)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 9,400,000(1)		
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES** ☐		

13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 7.1%[(2)]
14.	**TYPE OF REPORTING PERSON** CO

(1) Does not include certain Ordinary Shares that the Reporting Person may be deemed to beneficially own pursuant to its membership in a Rule 13d-5 group. See Item 5.

(2) Based on 131,847,694 Ordinary Shares outstanding as of June 4, 2021, as disclosed in the Issuer's Form 20-F, filed on June 4, 2021.

END OF COVER PAGES

This Schedule constitutes Amendment No. 3 (the "Amendment No. 3") to the Schedule 13D on behalf of New Frontier Public Holding Ltd. and Vivo Capital IX (Cayman), LLC filed as of December 30, 2019 (as amended to date, the "Original Schedule 13D"), Amendment No. 2 to the Schedule 13D on behalf of Nan Fung Group Holdings Limited, Sun Hing Associates Limited, NF SPAC Holding Limited, filed as of January 2, 2020, Amendment No. 1 to the Schedule 13D on behalf of each of Carnival Investments Limited, Mr. Kam Chung Leung, Ms. Roberta Lipson, Max Rising International Limited, Mr. Carl Wu, Mr. Ying Zeng, Brave Peak Limited, Aspex Master Fund, Aspex Management (HK) Limited, Mr. Ho Kei Li, Smart Scene Investment Limited and LY Holding Co., Limited, filed as of February 16, 2021, Amendment No. 1 to the Schedule 13D on behalf of Fosun Industrial Co., Limited and Shanghai Fosun Pharmaceutical (Group) Co., Ltd., filed as of December 30, 2019, and an initial Schedule 13D on behalf of Strategic Healthcare Holding Ltd., Advance Data Services Limited, Yunqi China Special Investment A, York Asian Opportunities Investments Master Fund, L.P. and Smart Will Investments Limited, relating to the ordinary shares, par value $0.0001 per share (the "Ordinary Shares"), of New Frontier Health Corporation, a Cayman Islands exempted company (the "Issuer"). Except as set forth herein, the Original Schedule 13D is unmodified and remains in full force and effect as to the applicable reporting persons thereof. Each capitalized term used but not defined herein has the meaning ascribed to such term in the Original Schedule 13D.

ITEM 2. IDENTITY AND BACKGROUND

Item 2 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

(a), (b), (c) and (f)

(1) This statement is filed by (i) New Frontier Public Holding Ltd. ("NFPH"), (ii) Carnival Investments Limited ("Carnival"), (iii) Mr. Kam Chung Leung, (iv) Ms. Roberta Lipson, (v) Max Rising International Limited ("Max Rising"), (vi) Mr. Carl Wu, (vii) Mr. Ying Zeng, (viii) Vivo Capital IX (Cayman), LLC ("Vivo LLC"), (ix) NF SPAC Holding Limited ("NF SPAC"), Sun Hing Associates Limited ("Sun Hing") and Nan Fung Group Holdings Limited ("NFGHL", together with NF SPAC and Sun Hing, "Nan Fung"), (x) Brave Peak Limited ("Shimao"), (xi) Aspex Master Fund ("Aspex Fund"), Aspex Management (HK) Limited ("Aspex HK"), Mr. Ho Kei Li (collectively, "Aspex Parties"), (xii) Smart Scene Investment Limited ("Hysan"), (xiii) LY Holding Co., Limited ("LY"), (xiv) Strategic Healthcare Holding Limited ("SHH"), (xv) Advance Data Services Limited ("ADS"), (xvi) Yunqi China Special Investment A ("Yunqi"), (xvii) York Asian Opportunities Investments Master Fund, L.P. ("York"), (xviii) Smart Will Investments Limited ("Smart Will"), (xix) Fosun Industrial Co., Limited ("Fosun Industrial") and (xx) Shanghai Fosun Pharmaceutical (Group) Co., Ltd. ("Fosun Pharma", together with Fosun Industrial, "Fosun") (NFPH, Carnival, Mr. Kam Chung Leung, Ms. Roberta Lipson, Max Rising, Mr. Carl Wu, Mr. Ying Zeng, Vivo LLC, Nan Fung, Shimao, Aspex Parties, Hysan, LY, SHH, ADS, Yunqi, York, Smart Will and Fosun, collectively, the "Reporting Persons", and each, a "Reporting Person").

(2) NFPH is a Cayman Islands exempted company owned and controlled by Mr. Kam Chung Leung and Mr. Carl Wu, formed solely for the purpose of investing in securities of the Issuer. The directors of NFPH are Mr. Kam Chung Leung and Mr. Carl Wu. The business address of NFPH is 23rd Floor, 299 QRC, 287-299 Queen's Road Central, Hong Kong.

(3) Carnival is a British Virgin Islands Company limited by shares owned and controlled by Mr. Kam Chung Leung. Carnival solely engages in investment holding. The sole director of Carnival is Mr. Kam Chung Leung. The business address of Carnival is 23rd Floor, 299 QRC, 287-299 Queen's Road Central, Hong Kong.

(4) Mr. Kam Chung Leung is a citizen of Hong Kong. Mr. Kam Chung Leung has been the chairman of the Issuer since its IPO. Mr. Kam Chung Leung is the group chairman of New Frontier Group Ltd., which he co-founded with Mr. Carl Wu in 2016. Mr. Kam Chung Leung is also the group chairman of Nan Fung Group, a leading Chinese conglomerate based in Hong Kong engaging in real estate and investment businesses. He is the sole member of Carnival. The business address of Mr. Kam Chung Leung is 23rd Floor, 299 QRC, 287-299 Queen's Road Central, Hong Kong.

(5) Ms. Roberta Lipson is a citizen of the United States of America. Ms. Roberta Lipson is a director and the Chief Executive Officer of the Issuer. The business address of Ms. Roberta Lipson is c/o United Family Healthcare, Hengtong Office Park Building 7, Jiuxianqiao Road #10, Beijing, P.R.China.

(6) Max Rising is a British Virgin Islands Company limited by shares owned and controlled by Mr. Carl Wu. Max Rising solely engages in investment holding. The sole director of Max Rising is Mr. Carl Wu. The business address of Max Rising is 23rd Floor, 299 QRC, 287-299 Queen's Road Central, Hong Kong.

(7) Mr. Carl Wu is a citizen of New Zealand. Mr. Carl Wu is a director and the chairman of the Executive Committee of the Issuer. Mr. Carl Wu is the sole member of Max Rising. The business address of Mr. Carl Wu is 23rd Floor, 299 QRC, 287-299 Queen's Road Central, Hong Kong.

(8) Mr. Ying Zeng is a citizen of the People's Republic of China. Mr. Ying Zeng serves as a director and the Chief Operating Officer of the Issuer. The business address of Mr. Ying Zeng is 23rd Floor, 299 QRC, 287-299 Queen's Road Central, Hong Kong.

(9) Vivo LLC, a Cayman Islands limited liability company, is the general partner of Vivo Capital Fund IX (Cayman), L.P. ("Vivo LP"), a Cayman Islands exempted limited partnership and the record holder of 14,300,000 Ordinary Shares. The principal business of Vivo LLC is to provide investment services to the private investment funds it manages. The managing members of Vivo LLC are Frank Kung, Edgar Engleman, Shan Fu, Hongbo Lu, Mahendra Shah, Jack Nielsen and Michael Chang, none of whom has individual voting or investment power with respect to any Ordinary Shares as reported herein and each of whom disclaims beneficial ownership of such Ordinary Shares. The business address of Vivo LLC is c/o: Vivo Capital LLC, 192 Lytton Ave., Palo Alto, CA 94301.

(10) Each of NF SPAC and Sun Hing is an indirect wholly-owned subsidiary of NFGHL. The members of the Executive Committee of NFGHL make investment decisions with respect to the securities directly and indirectly held by NFGHL and, therefore, the securities held by each of NF SPAC and Sun Hing. Mr. Kam Chung Leung, Mr. Frank Kai Shui Seto, Mr. Vincent Sai Sing Cheung, Mr. Pui Kuen Cheung, Mr. Kin Ho Kwok, Ms. Vanessa Tih Lin Cheung, Mr. Meng Gao and Mr. Chun Wai Nelson Tang are the members of the Executive Committee of NFGHL and therefore may be deemed to beneficially own the securities reported herein. Each of the members of the Executive Committee disclaims beneficial ownership of the securities reported herein. The business address of NFGHL and the correspondence address of NF SPAC and Sun Hing are 23rd Floor, Nan Fung Tower, 88 Connaught Road Central and 173 Des Voeux Road Central, Hong Kong.

(11) Shimao is a British Virgin Islands company owned and controlled by Shimao Group Holdings Limited (formerly known as Shimao Property Holdings Ltd.). The principal executive officers of Shimao are Hui Wing Mau and Hui Mei Mei, Carol and the directors of Shimao are Hui Wing Mau and Hui Mei Mei, Carol. Shimao solely engages in investment holding. The correspondence address of Shimao is 38th Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong.

(12) Aspex Fund is a Cayman Islands company. Aspex HK is a Hong Kong company and is wholly owned by Aspex Management (Cayman) Limited, which in turn is wholly owned by Mr. Li. The principal business of Aspex Fund is investment activities. The principal business of Aspex HK is to serve as the management company of Aspex Fund. Mr. Li is the founder of Aspex Fund, one of the three directors of Aspex Fund, the sole director and the chief investment officer of Aspex HK. Bonnie Fong is the chief operating officer of Aspex HK. Each of John Clive Lewis and Stephen John Rooney is a director of Aspex Fund. Mr. Li and Bonnie Fong are Hong Kong citizens. John Clive Lewis is a United Kingdom citizen. Stephen John Rooney is a New Zealand citizen. As of the date of this Schedule 13D, Aspex Fund does not have any executive officers. The business address of Aspex Parties and Bonnie Fong is 16th Floor, St. George's Building, 2 Ice House Street, Hong Kong. The business address of John Clive Lewis is Grand Pavilion Commercial Centre, 1st Floor, 802 West Bay Road, P.O.Box 30599, KY1-1203, Grand Cayman Cayman Islands. The business address of Stephen John Rooney is 38 Loop Road, Kawarau Falls, Queenstown 9300, New Zealand.

(13) Hysan is a Hong Kong limited liability company owned and controlled by Hysan Development Company Limited. Hysan solely engages in investment holding. The directors of Hysan are Mr. Kon Wai Lui and Mr. Shu Yan Hao. The business address of Hysan is 49/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong.

(14) LY is a British Virgin Islands company owned and controlled by four trusts with Lion Trust (Singapore) Limited acting as trustee. The principal executive officer of LY is Mr. Ng Ka Lam and the directors of LY are Mr. Ng Ka Lam and Mr. Wei Ying-Chiao. LY solely engages in investment holding. The business address of LY is Room 3008, 968 Beijing West Road, Shanghai.

(15) SHH is a British Virgin Islands company controlled by Mr. Kam Chung Leung and Mr. Carl Wu, formed solely for the purpose of investing in the healthcare business. The directors of SHH are Mr. Carl Wu, Mr. Kam Chung Leung, Mr. Meng Gao, Mr. Norman Sheung Ho Cheung, Mr. Ka Lam Ng, Mr. Ngai Fong Siu, Ms. Mei Mei Carol Hui, Mr. Kon Wai Lui, Mr. Ying Zeng, Mr. Shuo Wang and Mr. Hung Kit Thomas Sze. The business address of SHH is 23rd Floor, 299 QRC, 287-299 Queen's Road Central, Hong Kong.

(16) ADS is a British Virgin Islands company owned and controlled by Mr. Ma Huateng, formed solely for the purpose of investment holding. The business address of ADS is 29/F, Three Pacific Place, 1 Queen's Road East, Wanchai, Hong Kong.

(17) Yunqi is a Cayman Islands limited liability company. The directors of Yunqi are Mr. Christopher Min Fan Wang, Mr. Michael Patrick Garrow, and Mr. Johannes Kaps. The business address of Yunqi is Unit 3703, 37/F, AIA Tower, 183 Electric Road, Hong Kong.

(18) York is a multi-strategy, event-driven hedge fund incorporated in the Cayman Islands and owned and controlled by York Capital Management Global Advisors, LLC. The business address of York Asian Opportunities Investments Master Fund, L.P. is Chater House, 8 Connaught Road, Suites 809-810, Hong Kong.

(19) Smart Will is a British Virgin Islands company owned and controlled by a discretionary trust with HSBC International Trustee Limited acting as trustee. The directors of Smart Will are Mr. Lo Hong Sui, Vincent, Ms. Lo Bo Yue, Stephanie, Mr. Lo Adrian Jonathan Chun Sing and Mr. Chan Wai Kan. The business address is 34/F, Shui On Centre, 6-8 Harbour Road, Hong Kong.

(20) Fosun Industrial is a company incorporated under the laws of Hong Kong. Fosun Industrial is principally engaged in foreign investment, sale and consultancy service of Chinese and western medicine, diagnostic reagent, medical device products and relevant import and export business. The address of its principal business office is Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong. Fosun Industrial is a wholly owned subsidiary of Fosun Pharma.

(21) Fosun Pharma is a corporation organized under the laws of People's Republic of China and listed on the Shanghai Stock Exchange and the Hong Kong Stock Exchange with its principal business address at No. 1289 Yishan Road (Building A, Fosun Technology Park), Shanghai 200233, People's Republic of China. Fosun Pharma strategically operates businesses in the pharmaceutical and health industry, including pharmaceutical manufacturing, medical devices and medical diagnosis, and healthcare services. Through its investment in Sinopharm Group Co., Ltd., Fosun Pharma's business extends to

pharmaceutical distribution and retail. Fosun Pharma is a subsidiary of, and is beneficially held approximately 39.39% by, Shanghai Fosun High Technology (Group) Co., Ltd. as of June 30, 2021. Shanghai Fosun High Technology (Group) Co. Ltd is a wholly-owned subsidiary of Fosun International Limited, which is a subsidiary of Fosun Holdings Limited, which is a wholly-owned subsidiary of Fosun International Holdings Ltd. Fosun International Holdings Ltd. is beneficially held approximately 85.29% by Guo Guangchang and 14.71% by Wang Qunbin. Guo Guangchang controls Fosun International Holdings Ltd. and could therefore be deemed the beneficial owner of the Ordinary Shares held by Fosun Industrial.

(d) During the last five years, none of the Reporting Persons or, to the best of such Reporting Person's knowledge, any of its directors or executive officers, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons or, to the best of such Reporting Person's knowledge, any of its directors or executive officers, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

All information contained in this Item 2 concerning each Reporting Person has been supplied by such Reporting Person, and no Reporting Person has provided any disclosure with respect to any other Reporting Person.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 of the Original Schedule 13D is hereby amended and supplemented by the following:

The description of the Merger Agreement (as defined below), the Debt Commitment Letter (as defined below), the Equity Commitment Letters (as defined below), the Limited Guarantees (as defined below), the Support Agreement (as defined below) and the Interim Investors Agreement (as defined below) are incorporated by reference in this Item 3.

ITEM 4. PURPOSE OF THE TRANSACTION

Item 4 of the Original Schedule 13D is hereby amended and supplemented by the following:

Merger Agreement

On August 4, 2021, the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement") with Unicorn II Holdings Limited ("HoldCo"), Unicorn II Parent Limited ("Parent"), a wholly owned subsidiary of HoldCo, and Unicorn II Merger Sub Limited ("Merger Sub"), a wholly owned subsidiary of Parent. Pursuant to the Merger Agreement, and subject to the terms and conditions thereof, Merger Sub will merge with and into the Issuer (the "Merger"), with the Issuer being the surviving company (the "Surviving Company") and an indirect wholly-owned subsidiary of HoldCo.

Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each ordinary share of the Issuer (each, a "Share") issued and outstanding immediately prior to the Effective Time will be cancelled and cease to exist in exchange for the right to receive US$12.00 in cash per Share without interest, and each warrant of the Issuer (each, a "Warrant") issued and outstanding immediately prior to the Effective Time will be cancelled and cease to exist in exchange for the right to receive US$2.70 in cash per Warrant without interest, except for (a) Shares held by HoldCo, Parent, Merger Sub, the Issuer or any of their respective subsidiaries, which will be cancelled and cease to exist without payment of any consideration or distribution from the Issuer therefor, (b) certain Shares and/or Warrants held by NFPH, Carnival, Max Rising, Ms. Roberta Lipson, Mr. Ying Zeng, Vivo LLC, Nan Fung, Shimao, Aspex Parties, Hysan, LY, SHH, ADS, Yunqi, York, Smart Will and Fosun Industrial or their respective affiliates (each, a "Rollover Securityholder"), which will be cancelled and cease to exist without payment of any consideration or distribution from the Issuer therefor and (c) Shares held by shareholders who have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger pursuant to the laws of the Cayman Islands, which will be cancelled and cease to exist at the Effective Time and such shareholders will be entitled to receive only the payment of the fair value of such dissenting Shares held by them determined in accordance with the laws of the Cayman Islands. In addition, each Warrant for which the holder thereof has timely provided consent to a certain warrant amendment as provided

under the Merger Agreement (the "Warrant Amendment") and has not revoked such consent prior to the deadline established by the Issuer for the warrantholders to submit consents will be entitled to a consent fee of US$0.30 in cash per Warrant without interest, except for Warrants held by NFPH.

Pursuant to the Merger Agreement, at the Effective Time, (i) each option to purchase Shares (the "Company Option"), whether vested or unvested, that is outstanding immediately prior to the Effective Time will be cancelled in exchange for the right to receive, in accordance with an equity incentive plan to be established by HoldCo (the "HoldCo Share Plan"), an option to purchase the same number of ordinary shares of HoldCo (the "HoldCo Shares") as the total number of Shares subject to such Company Option immediately prior to the Effective Time, at a per share exercise price equal to the applicable exercise price per Share underlying such Company Option and subject to substantially the same terms and conditions (including as to vesting) as applicable to such Company Option in effect immediately prior to the Effective Time; and (ii) each restricted share unit of the Issuer (the "Company RSU Award"), whether vested or unvested, that is outstanding immediately prior to the Effective Time will be cancelled in exchange for the right to receive, in accordance with the HoldCo Share Plan, one restricted stock unit to acquire the same number of HoldCo Shares as the total number of Shares subject to such Company RSU Award immediately prior to the Effective Time, subject to substantially the same terms and conditions (including as to vesting) as applicable to such Company RSU Award in effect immediately prior to the Effective Time.

The Merger, which is currently expected to close during the fourth quarter of 2021, is subject to customary closing conditions, including, among others, (i) that the Merger Agreement shall be authorized and approved by an affirmative vote of shareholders representing at least two-thirds of the Shares present and voting in person or by proxy at an extraordinary general meeting of the Issuer's shareholders; (ii) that the Warrantholder Consent (as defined in the Merger Agreement) shall be obtained and the Warrant Amendment shall be entered into in accordance with the Merger Agreement and shall take effect no later than the Effective Time and (iii) that the aggregate amount of dissenting Shares shall be no more than 10% of the total outstanding Shares immediately prior to the Effective Time. If completed, the Merger will result in the Issuer becoming a privately-held company and its Shares will no longer be listed on the New York Stock Exchange.

Limited Guarantees and Equity Commitment Letters

Concurrently with the execution of the Merger Agreement, each of the persons named under column (A) below entered into a limited guarantee (collectively, the "Limited Guarantees") in favor of the Issuer whereby such person(s) agreed to irrevocably and unconditionally guarantee their respective portion (as set forth opposite such person(s)'s name(s) under column (B)) of HoldCo's obligation to pay the Issuer the HoldCo Termination Fee (as defined in the Merger Agreement) and certain costs and expenses, if and as required pursuant to the terms of the Merger Agreement, up to an aggregate amount equal to their respective portion of $64,260,000, as well as an equity commitment letter (collectively, the "Equity Commitment Letters") with such person(s) confirming its commitment to contribute to HoldCo cash in the amount set forth opposite such person(s)'s name(s) under column (C) (subject to certain adjustments as set forth in its Equity Commitment Letter) in exchange for Holdco Shares for the purpose of funding the Merger consideration and fees and expenses incurred by HoldCo in connection with the transactions contemplated by the Merger Agreement.

(A) **Name**	**(B)** **LG Percentage**	**(C)** **Equity Commitment Amount**
WSCP VIII Emp Onshore Investments, L.P., WSCP VIII Emp Offshore Investments, L.P., West Street Capital Partners VIII, L.P., West Street Capital Partners VIII - Parallel, L.P., WSCP VIII Offshore Investments, SLP, Goldman Sachs Asia Strategic II Pte. Ltd. and West Street Private Markets 2021, L.P. (collectively, "Goldman Sachs")	19.11%	US$150,000,000
Warburg Pincus (Callisto) Global Growth (Cayman), L.P., Warburg Pincus (Europa) Global Growth (Cayman), L.P., Warburg Pincus Global Growth-B (Cayman), L.P., Warburg Pincus Global Growth-E (Cayman), L.P., Warburg Pincus Global Growth Partners (Cayman), L.P., WP Global Growth Partners (Cayman), L.P., Warburg Pincus China-Southeast Asia II (Cayman), L.P., Warburg Pincus China-Southeast Asia II-E (Cayman), L.P., WP China-Southeast Asia II Partners (Cayman), L.P. and Warburg Pincus China-Southeast Asia II Partners, L.P.	19.11%	US$150,000,000
Unicorn Holding Partners LP	34.39%	US$270,000,000

Proprium Real Estate Special Situations Fund, LP	5.10%	US$40,000,000
Yi Fang Da Sirius Inv. Limited	6.37%	US$50,000,000
Gaorong Partners Fund V, L.P. and Gaorong Partners Fund V-A, L.P.	3.82%	US$30,000,000
Pleiad Asia Master Fund and Pleiad Asia Equity Master Fund	3.82%	US$30,000,000
Aspex Master Fund	3.18%	US$25,000,000
Yunqi China Special Investment A	1.27%	US$10,000,000
NewQuest Asia Fund IV (Singapore) Pte. Ltd.	3.82%	US$30,000,000

Debt Commitment Letters

In connection with the Merger, Merger Sub entered into a debt commitment letter (the "CMB Debt Commitment Letter") issued by China Merchant Bank Shanghai Branch ("CMB") on June 25, 2021. Under the terms and subject to the conditions of CMB Debt Commitment Letter, CMB has committed to make available to Merger Sub a senior term loan facility in an aggregate commitment amount equal to the RMB equivalent of US$500,000,000.

In connection with the Merger, Merger Sub also entered into a debt commitment letter (the "SPDB Debt Commitment Letter" and, together with the CMB Debt Commitment Letter, the "Debt Commitment Letters") issued by Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch ("SPDB") on July 28, 2021. Under the terms and subject to the conditions of SPDB Debt Commitment Letter, SPDB has committed to make available to the Merger Sub a senior term loan facility in an aggregate commitment amount equal to the RMB equivalent of US$500,000,000.

The proceeds of the debt financing to be incurred pursuant to the Debt Commitment Letters are expected to be used to partially finance, amongst others, the consideration payable for the Merger and repayment of the existing facility of the Issuer.

Merger Sub only expects to borrow up to an aggregate of RMB equivalent of US$500,000,000 of senior secured term loans to finance, amongst others, the Merger. As such, Merger Sub expects to enter into a separate senior loan commitment letter or other agreements after the date hereof with CMB and/or SPDB reflecting this arrangement.

Support Agreement

Concurrently with the execution of the Merger Agreement, Holdco and each Rollover Securityholder entered into a support agreement dated August 4, 2021 (the "Support Agreement"). Pursuant to the Support Agreement, each Rollover Securityholder agreed (a) to vote in favor of the approval, adoption and authorization of the Merger Agreement and the approval of the Merger and any other transactions contemplated by the Merger Agreement, (b) to vote in favor of the approval and adoption of the Warrant Amendment and the approval of the transactions contemplated thereby, and (c) the Rollover Shares (as defined in the Support Agreement) and the Rollover Warrants (as defined in the Support Agreement) will be cancelled at the closing of the Merger in consideration for HoldCo Shares to be subscribed for by such Rollover Securityholder or their affiliates.

Interim Investors Agreement

In connection with the Merger, HoldCo, Parent, Merger Sub, NFPH, each Rollover Securityholder and additional Investors (as defined in the Interim Investors Agreement) who or whose affiliates delivered one or more Equity Commitment Letters entered into an interim investors agreement (the "Interim Investors Agreement") in order to establish certain terms and conditions that will govern the actions of HoldCo, Parent and Merger Sub and the relationship among the Investors with respect to the Merger Agreement, the Equity Commitment Letters, the Limited Guarantees and the Support Agreement, and the transactions contemplated thereby.

The foregoing descriptions of the Merger Agreement, the Debt Commitment Letters, the Equity Commitment Letters, the Limited Guarantees and the Support Agreement and the Interim Investors Agreement (each a "Merger Document", and collectively, the "Merger Documents") do not purport to be complete and are qualified in their entirety by reference to the full text of each such Merger Document, and each of the Merger Agreement, the Debt Commitment Letters, the Support Agreement and the Interim Investors Agreement and the form of the Equity Commitment Letter and the Limited Guarantee is filed as an exhibit to this Schedule 13D and is incorporated herein by reference.

General

The Reporting Persons acquired the securities described in this Schedule 13D for investment purposes and intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

Subject to the terms of the Merger Documents, the Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In connection with the Merger, the Reporting Persons may engage in discussions with management, the Board of Directors, and securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, including the Merger, changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the board of directors of the Issuer. There can be no assurance, however, that any proposed transaction would receive the requisite approvals from the respective governing bodies and shareholders, as applicable, or that any such transaction would be successfully implemented.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)—(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

ITEM 5. INTEREST OF SECURITIES OF THE ISSUER.

(a) and (b) The information contained on the cover pages to this Amendment No. 3 is incorporated herein by reference.

Group Interest

As a result of each Reporting Person's actions in respect of the Merger, each Reporting Person may be deemed to be members of a "group" within the meaning of Section 13(d)(3) of the Exchange Act comprising NFPH, Carnival, Mr. Kam Chung Leung, Ms. Roberta Lipson, Max Rising, Mr. Carl Wu, Mr. Ying Zeng, Vivo LLC, Nan Fung, Shimao, Aspex, Hysan, LY, SHH, ADS, Yunqi, York, Smart Will and Fosun. As a result, the group may be deemed to have acquired beneficial ownership of all the Ordinary Shares beneficially owned by each member of the "group". As such, the group may be deemed to beneficially own in the aggregate 100,736,962 Ordinary Shares, which represents approximately 67.0% of the total outstanding Ordinary Shares (assuming all of the warrants as to which the group may be deemed the beneficial owner have been exercised). The above Ordinary Shares do not include any Ordinary Shares which may be beneficially owned by any of the other parties to the Merger Documents not listed above. The Reporting Persons have been notified that Goldman Sachs and/or its affiliates may beneficially own certain Ordinary Shares and intend to file separate beneficial ownership reports with the SEC related thereto. Any such Ordinary Shares are not subject to the Support Agreement or any other Merger Document. Neither the filing of this Schedule 13D nor any of its contents, however, shall be deemed to constitute an admission by the Reporting Persons that any of them is the beneficial owner of any of the Ordinary Shares beneficially owned in the aggregate by other members of the "group" and their respective affiliates for purposes of Section 13(d) of the Act or for any other purpose, and such beneficial ownership is expressly disclaimed.

(c) Except as set forth in this Schedule 13D, the Reporting Persons have not engaged in any transaction during the past 60 days involving ordinary shares of the Issuer.

(d) None.

(e) Not applicable.

Item 6. **CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER**

Item 6 of the Schedule 13D is amended and supplemented by inserting the following:

Item 4 above summarizes certain provisions of the Merger Documents and is incorporated herein by reference. A copy of each of the Merger Documents is attached as an exhibit to this Schedule 13D, and each is incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons or Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

ITEM 7. **MATERIAL TO BE FILED AS EXHIBITS**

Exhibit No.	Description
99.1	Agreement and Plan of Merger, dated August 4, 2021, by and among HoldCo, Parent, Merger Sub, the Issuer
99.2	Form Limited Guarantee, dated August 4, 2021, by certain persons in favor of the Issuer
99.3	Form Equity Commitment Letter, dated August 4, 2021, by certain persons in favor of HoldCo
99.4	Debt Commitment Letter, dated June 25, 2021, by and among Merger Sub and CMB
99.5	Debt Commitment Letter, dated July 28, 2021, by and among Merger Sub and SPDB
99.6	Support Agreement, dated August 4, 2021, by and among HoldCo and each Rollover Securityholder
99.7	Interim Investors Agreement, dated August 4, 2021, by and among HoldCo, Parent, Merger Sub, NFPH, each Rollover Securityholder and certain additional Investors as listed therein
99.8	Joint Filing Agreement by and among the Reporting Persons

SIGNATURES

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

NEW FRONTIER PUBLIC HOLDING LTD.

/s/ Carl Wu
Name: Carl Wu
Title: Director

[Signature Page to Schedule 13D]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

STRATEGIC HEALTHCARE HOLDING LTD.

/s/ Carl Wu
Name: Carl Wu
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

CARNIVAL INVESTMENTS LIMITED

/s/ Leung Kam Chung
Name: Leung Kam Chung
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

Mr. Kam Chung Leung

/s/ Kam Chung Leung
Name: Kam Chung Leung

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

Ms. Roberta Lipson

/s/ Roberta Lipson
Name: Roberta Lipson

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

MAX RISING INTERNATIONAL LIMITED

/s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

Mr. Carl Wu

/s/ Carl Wu
Name: Carl Wu

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

Mr. Ying Zeng

/s/ Ying Zeng
Name: Ying Zeng

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

VIVO CAPITAL IX (CAYMAN), LLC

/s/ Frank Kung
Name: Frank Kung
Title: Managing Member

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

NF SPAC HOLDING LIMITED

/s/ Tang Chun Wai Nelson
Name: Tang Chun Wai Nelson
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

SUN HING ASSOCIATES LIMITED

/s/ Tang Chun Wai Nelson
Name: Tang Chun Wai Nelson
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

NAN FUNG GROUP HOLDINGS LIMITED

/s/ Tang Chun Wai Nelson

Name: Tang Chun Wai Nelson
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

BRAVE PEAK LIMITED

/s/ Hui Mei Mei, Carol
Name: Hui Mei Mei, Carol
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

ASPEX MASTER FUND

/s/ Li Ho Kei
Name: Li Ho Kei
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

ASPEX MANAGEMENT (HK) LIMITED

/s/ Li Ho Kei
Name: Li Ho Kei
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

LI Ho Kei

/s/ Li Ho Kei
Name: Li Ho Kei

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

SMART SCENE INVESTMENT LIMITED

/s/ Lui Kon Wai
Name: Lui Kon Wai
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

LY HOLDING CO., LIMITED

/s/ Ng Ka Lam
Name: NG Ka Lam
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

ADVANCE DATA SERVICES LIMITED

/s/ Ma Huateng
Name: Ma Huateng
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

YUNQI CHINA SPECIAL INVESTMENT A

/s/ Christopher Min Fang Wang
Name: Christopher Min Fang Wang
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

YORK ASIAN OPPORTUNITIES INVESTMENTS MASTER FUND, L.P.

/s/ Kevin M. Carr
Name: Kevin M. Carr
Title: Managing Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

SMART WILL INVESTMENTS LIMITED

/s/ Chan Wai Kan

Name: Chan Wai Kan
Title: Director

[*Signature Page to Schedule 13D*]

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

FOSUN INDUSTRIAL CO., LIMITED

/s/ Xiaohui Guan
Name: Xiaohui Guan
Title: Director

SHANGHAI FOSUN PHARMACEUTICAL (GROUP) CO., LTD.

/s/ Wu Yifang
Name: Wu Yifang
Title: Director

[*Signature Page to Schedule 13D*]

Exhibit 99.1

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

UNICORN II HOLDINGS LIMITED

UNICORN II PARENT LIMITED

UNICORN II MERGER SUB LIMITED

and

NEW FRONTIER HEALTH CORPORATION

Dated as of

August 4, 2021

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Exhibit A Plan of Merger

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (as may be amended, supplemented, modified or varied in accordance with the terms herein, this "Agreement"), dated as of August 4, 2021, is entered into by and among Unicorn II Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("HoldCo"), Unicorn II Parent Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned Subsidiary of HoldCo ("Parent"), Unicorn II Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned Subsidiary of Parent ("Merger Sub" and, together with HoldCo and Parent, each a "Parent Party" and collectively the "Parent Parties"), and New Frontier Health Corporation, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"). The Parent Parties and the Company are each sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with Part XVI of the Companies Act (As Revised) of the Cayman Islands (the "CICL"), it is proposed that the Merger Sub will merge with and into the Company (the "Merger"), with the Company being the surviving company (as defined in the CICL) of the Merger and becoming a wholly-owned Subsidiary of Parent;

WHEREAS, the board of directors of the Company (the "Company Board"), acting upon the unanimous recommendation of a special committee established by the Company Board (the "Special Committee"), has (a) determined that the execution by the Company of this Agreement and the Plan of Merger (as defined below) and consummation of the transactions contemplated by this Agreement and the Plan of Merger, including the Merger and the Warrant Amendment (collectively, the "Transactions"), are fair to and in the best interests of the Company and its shareholders (other than the holders of Excluded Shares), (b) approved and declared it advisable for the Company to enter into this Agreement and the Plan of Merger and the consummation of the Transactions, including the Merger and the Warrant Amendment, and (c) resolved to recommend in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions to the holders of Shares (the "Company Board Recommendation") and to include such recommendation in the Shareholder Proxy Statement (as defined below) and direct that this Agreement, the Plan of Merger and the Transactions be submitted to the holders of Shares for authorization and approval at the Shareholders Meeting (as defined below);

WHEREAS, the board of directors of each of the Parent Parties has (a) approved the execution, delivery and performance by the Parent Parties, respectively, of this Agreement, the Plan of Merger and the consummation of the Transactions and (b) declared it advisable for the Parent Parties, respectively, to enter into this Agreement and the Plan of Merger and to consummate the Transactions;

WHEREAS, prior to or substantially concurrently with the execution and delivery of this Agreement, each of the Rollover Securityholders (as defined below) has entered into certain support agreement with HoldCo (as may be amended, the "Support Agreement"), providing that, amongst other things and subject to the terms and conditions set forth therein, (a) the Rollover Securityholders will vote all Shares held (or deemed held) directly or indirectly by them in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions, and will give consent with respect to all Warrants held (or deemed held) directly or indirectly by them in favor of the approval of the Warrant Amendment, and (b) the Rollover Securityholders agree, upon the terms and subject to the conditions in the Support Agreement, to receive no consideration for cancellation of the Rollover Shares (as defined below) and the Rollover Warrants (as defined below) in accordance with this Agreement, and to subscribe for or otherwise receive newly issued shares of HoldCo at or immediately prior to the Effective Time;

WHEREAS, as a condition and material inducement to the Company's willingness to enter into this Agreement, concurrently with the execution of this Agreement, each Guarantor (as defined below) has executed and delivered a limited guarantee in favor of the Company with respect to certain obligations of HoldCo under this Agreement (each a "Limited Guarantee"); and

WHEREAS, the Parent Parties and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Certain Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Confidentiality Agreement" means a confidentiality agreement that contains terms that are no less favorable in the aggregate to the Company, than those contained in the Confidentiality Agreement; provided, that such agreement and any related agreements shall not include any provision calling for any exclusive right to negotiate with such party or having the effect of prohibiting the Company from satisfying its obligations under this Agreement.

"Action" means any action, litigation, lawsuit, arbitration, appeal, petition, claim, suit, mediation or other proceeding by or before any Governmental Entity.

"Affiliate" of a specified Person means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person; provided that (x) prior to the Closing, the Parent Parties, the Rollover Securityholders, the Guarantors and their respective Affiliates (excluding the Group Companies) shall not be deemed to be Affiliates of the Company and/or its Subsidiaries, and vice versa and (y) the Rollover Securityholders shall not be deemed to be Affiliates of any Parent Party. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"Alternative Warrant Proposal" means any proposal or offer from any Person (other than the Parent Parties) or "group", within the meaning of Section 13(d) of the Exchange Act, relating to (i) any sale, exchange, transfer or other disposition of 20% or more of the Warrants; (ii) any tender offer or exchange offer that, if consummated, would result in any Person or "group", within the meaning of Section 13(d) of the Exchange Act, beneficially owning 20% or more of the Warrants; (iii) maintaining the Warrant Agreement in its current form, or any change, modification, amendment or supplement to the Warrant Agreement that is inconsistent with the Warrant Amendment; or (iv) any combination of the foregoing.

"Anti-Corruption Laws" means laws or regulations relating to anti-bribery or anticorruption that apply to the business and dealings of the Group Companies including, without limitation, the Criminal Law and the Anti-Unfair Competition Law of the People's Republic of China, and the U.S. Foreign Corrupt Practices Act.

"beneficially own" shall have the meaning provided in Section 13(d) of the Exchange Act and the rules and regulations thereunder.

"Business Days" means any day other than a Saturday, Sunday or another day on which the banks in New York City, the Cayman Islands, Hong Kong or the PRC are authorized by Law or executive order to be closed.

"Buyer Group Contracts" means, collectively, the Financing Documents, the Limited Guarantees, the Support Agreement, the Consortium Agreement and the Interim Investors Agreement.

"Buyer Group Parties" means the Parent Parties, the Guarantors and the Rollover Securityholders, excluding the Company or any of its Subsidiaries, and a "Buyer Group Party" means any of them.

"Code" means the United States Internal Revenue Code of 1986, as amended, or any successor Law.

"Company Equity Plan" means the New Frontier Health Corporation 2019 Omnibus Incentive Plan adopted on December 12, 2019, including any amendment thereto and as disclosed in the SEC Documents.

"Company Financial Advisor" means Duff & Phelps, LLC.

"Company Governing Documents" means the Company's Amended and Restated Memorandum and Articles of Association, adopted by a special resolution of shareholders of the Company on December 17, 2019.

"Company IP Rights" means any and all Intellectual Property owned by the Company or any of its Subsidiaries.

"Company Option" means an option to purchase Shares granted under the Company Equity Plan in accordance with the terms thereof.

"Company RSU Award" means a restricted share unit granted under the Company Equity Plan in accordance with the terms thereof.

"Competing Proposal" shall mean any proposal or offer from any Person (other than the Parent Parties) or "group", within the meaning of Section 13(d) of the Exchange Act, relating to, in a single transaction or series of related transactions, (i) any merger, consolidation, share exchange, business combination, scheme of arrangement, amalgamation, recapitalization, liquidation, dissolution or other similar transaction involving the Company or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 20% or more of the consolidated assets of the Company or to which 20% or more of the consolidated revenue of the Company and its Subsidiaries are attributable; (ii) any sale, lease, exchange, transfer or other disposition of assets or businesses that constitute or represent 20% or more of the consolidated revenue or consolidated assets of the Company and its Subsidiaries; (iii) any sale, exchange, transfer or other disposition of 20% or more of the total voting power of the equity securities of the Company; (iv) any tender offer or exchange offer that, if consummated, would result in any Person or "group", within the meaning of Section 13(d) of the Exchange Act, beneficially owning 20% or more of the total voting power of the equity securities of the Company; or (v) any combination of the foregoing.

"Confidentiality Agreement" means the Confidentiality Agreement, dated March 25, 2021, between the Company and the Sponsor.

"Consortium Agreement" means the Consortium Agreement, dated as of February 9, 2021, by and among the Sponsor and certain other parties thereto.

"Contract" means any legally binding contract, agreement, lease, instrument or other contractual commitment.

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks, or any escalation or worsening of any of the foregoing (including any subsequent waves).

"Disclosure Schedule" means the disclosure schedule delivered by the Company to the Parent Parties on the date of this Agreement.

"Effect" means any change, effect, development, circumstance, condition, state of facts, event or occurrence.

"Environmental Law" means any and all applicable Laws regarding pollution or protection of the environment, or the effect of the environment on public or worker health or safety.

"Excluded Shares" means, collectively, (a) the Rollover Shares, and (b) Shares held by the Parent Parties, the Company or any of their respective Subsidiaries.

"Excluded Warrants" means the Warrants held by the Sponsor.

"Exercise Price" means, with respect to any Company Option, the applicable exercise price per Share underlying such Company Option.

"Existing Facility Agreement" means the RMB equivalent of US$300,000,000 facilities agreement originally dated December 9, 2019 (as amended and restated by an amendment and restatement agreement dated August 31, 2020) and made between, amongst others, NF Unicorn Chindex Holding Limited as company and original borrower, and Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch (上海浦东发展银行股份有限公司普陀支行) as agent and security agent.

"Expenses" means all out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment bankers and other financial institutions, experts and consultants to a Party and its Affiliates) incurred by a Party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement, the preparation, printing, filing and mailing of the Schedule 13E-3 and the Proxy Statements, the solicitation of shareholders and Shareholder Approval, the solicitation of warrantholders and Warrantholder Consent, shareholder and/or warrantholder litigation, the filing of any required notices under any applicable competition or investment Laws, any filings with the SEC and all other matters related to the closing of the Merger and the consummation of the other Transactions.

"Forward Purchase Warrant" has the meaning ascribed to it in the Warrant Agreement.

"Government Official" means any officers, employees and other persons working in an official capacity on behalf of (i) any Governmental Entity; and (ii) any political parties, as well as any candidates for political office.

"Governmental Entity" means (i) any national, federal, state, local or foreign government or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, (ii) any public international organization, (iii) any agency, division, bureau, department or other sector of any government, entity or organization described in the foregoing clauses (i) or (ii) of this definition, or (iv) any company, business, enterprise, or other entity or instrumentality owned or controlled by any government, entity, organization described in this definition.

"Group Company" means any of the Company and its Subsidiaries.

"Guarantors" means the Persons specified on Schedule I hereto, each of whom has, on the date hereof, delivered a Limited Guarantee.

"HoldCo Shares" means the ordinary shares of HoldCo with a par value of US$0.0001 per share.

"Indebtedness" means with respect to any Person, (a) all indebtedness, notes payable, accrued interest payable or other obligations for borrowed money, whether secured or unsecured and whether or not contingent, (b) all obligations under conditional sale or other title retention agreements, or incurred as financing, in either case with respect to property acquired by such Person, (c) all obligations issued, undertaken or assumed as the deferred purchase price for any property or assets, (d) all obligations under capital leases, (e) all obligations in respect of bankers acceptances, letters of credit, or similar instruments, (f) all obligations under interest rate cap, swap, collar or similar transaction or currency hedging transactions, and (g) any guarantee of any of the foregoing, whether or not evidenced by a note, mortgage, bond, indenture or similar instrument.

"Intellectual Property" means any and all proprietary, industrial and intellectual property rights and all rights associated therewith, throughout the world, including all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, algorithms, specifications, customer lists and supplier lists, all industrial designs and any registrations and applications therefor, all trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill associated with and symbolized by the foregoing items, Internet domain name registrations, Internet and World Wide Web URLs or addresses, social media names, all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, all mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology, all computer software, including all source code, object code, firmware, development tools, files, records and data, all schematics, netlists, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, and all rights in prototypes, breadboards and other devices, all databases and data collections and all rights therein, all moral and economic rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

"Interim Investors Agreement" means the Interim Investors Agreement, dated as of the date hereof, by and among certain Rollover Securityholders, the Guarantors, the Sponsor and the Parent Parties.

"Knowledge" will be deemed to be, as the case may be, the actual knowledge, following reasonable inquiry, of (a) with respect to the Company, the individuals set forth in Section 1.1 of the Disclosure Schedule, or (b) with respect to any Parent Party, any director or executive officer thereof.

"Law" means any federal, state, local, national, supranational, foreign or administrative law (including common law), statute, code, rule, regulation, rules of the relevant stock exchange on which the relevant parties' securities are listed, Order or ordinance of any Governmental Entity.

"Lien" means any lien, pledge, hypothecation, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, preemptive right or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, or any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

"Material Adverse Effect" means any Effect that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the assets, properties, financial condition, business or results of operations of the Company and its Subsidiaries taken as a whole or prevent or materially delay the consummation of the Transactions by the Company; provided, however, that any Effect resulting or arising from any of the following shall not be deemed to constitute a Material Adverse Effect or be taken into account when determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (a) conditions (or changes therein) that are the result of factors generally affecting any industry or industries in which the Company or its Subsidiaries operates, (b) general economic, political and/or regulatory conditions (or changes therein), including any changes effecting financial, credit or capital market conditions, including changes in interest or exchange rates, (c) any change in IFRS or interpretation thereof, (d) any adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, or other change in any applicable Law of or by any Governmental Entity, (e) any actions taken, or the failure to take any action, as required by the terms of this Agreement or at the written request or with the written consent of any Parent Party, (f) the negotiation, execution or announcement of this Agreement and the Transactions (including the Merger), including any Action arising therefrom and any adverse change in relationship with any customer, employee (including employee departures), supplier, financing source or joint venture partner, including as a result of the identity of HoldCo, Parent, the Sponsor, the Rollover Securityholders, the Guarantors or any of their respective Affiliates, (g) changes in the price or trading volume of the Shares (it being understood that this clause (g) shall not include the facts or occurrences giving rise or contributing to such changes in the price or trading volume of the Shares), (h) any failure by the Company to meet any internal or published projections, estimates or expectations of the Company's revenue, earnings or other financial performance or results of operations for any period (it being understood that this clause (h) shall not include the facts or occurrences giving rise or contributing to such failure to meet any projections, estimates or expectations), (i) epidemic or pandemic (including the COVID-19 pandemic), changes in geopolitical conditions, acts of terrorism or sabotage, war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, earthquakes, tornados, hurricanes, or other weather conditions or natural calamities or other force majeure events, including any material worsening of such conditions threatened or existing as of the date of this Agreement, and (j) any deterioration in the credit rating of the Company or its Subsidiaries (it being understood that this clause (j) shall not include the facts or occurrences giving rise or contributing to such deterioration); provided that if any Effect described in clauses (a), (b), (c), (d), and (i) has a materially disproportionate adverse impact on the Company and its Subsidiaries, taken as a whole, relative to other companies of comparable size to the Group Companies operating in the same industry or industries and geographic markets in which the Group Companies operate, then the incremental impact of such event may be taken into account for the purpose of determining whether a Material Adverse Effect has occurred.

"Order" means any order, judgment, writ, stipulation, settlement, award, injunction, decree, consent decree, decision, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Entity of competent jurisdiction.

"Ordinary Shares" means the ordinary shares of the Company that are designated as "Ordinary Shares" with a par value of US$0.0001 per share.

"Outside Date" means the date falling twelve (12) months from the date of this Agreement.

"Permits" means all authorizations, licenses, approvals, certificates, franchises, registrations and permits granted by or obtained from any Governmental Entity or pursuant to any Law.

"Permitted Liens" means any (a) Liens that result from any statutory or other Liens for Taxes or assessments that are not yet due and payable or subject to penalty or the validity of which is being contested in good faith by appropriate proceedings, (b) regulations, permits, licenses, covenants, conditions, restrictions, easements, rights of way or other similar matters of record affecting title to real property, zoning, building and other similar restrictions, (c) any cashiers', landlords', workers', mechanics', carriers', workmen's, repairmen's and materialmen's Liens and other similar Liens imposed by Law and incurred in the ordinary course of business that are not yet subject to penalty or the validity of which is being contested in good faith by appropriate proceedings, (d) with respect to real property, non-monetary Liens or other minor imperfections of title, (e) rights of parties in possession, (f) ordinary course, non-exclusive licenses of Intellectual Property, (g) pledges or deposits to secure obligations under workers' compensation Laws or similar legislation or to secure public or statutory obligations, (h) pledges or deposits to secure the performance of bids, trade contracts, leases, surety and appeal bonds, performance bonds and other obligations of a similar nature, in each case in the ordinary course of business, (i) Liens securing Indebtedness that are reflected in the SEC Documents filed or furnished prior to the date hereof or have otherwise been disclosed in the Disclosure Schedule, (j) standard survey and title exceptions, or (k) any other Liens that have been incurred or suffered in the ordinary course of business and that would not, individually or in the aggregate, have a material adverse effect on the Company and its Subsidiaries taken as a whole.

"person" or "Person" means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity or other entity or organization.

"PRC" means the People's Republic of China, which for the purposes of this Agreement shall not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

"Preferred Shares" means the preferred shares of the Company that are designated as "Preferred Shares" with a par value of US$0.0001 per share.

"Private Placement Warrant" has the meaning ascribed to it in the Warrant Agreement.

"Proxy Statements" means the Shareholder Proxy Statement and the Warrantholder Proxy Statement.

"Public Warrant" has the meaning ascribed to it in the Warrant Agreement.

"Real Property Lease" means any agreement under which any Group Company is the landlord, sub-landlord, tenant, subtenant or occupant.

"Representatives" means, when used with respect to a Person, its Affiliates and its and their respective directors, officers, existing or potential debt or equity financing sources, employees, partners, members, consultants, financial advisors, accountants, legal counsel, and other agents, advisors and representatives.

"RMB" means Renminbi, the lawful currency of the PRC.

"Rollover Securityholders" means the Persons specified on Schedule II hereto, subject to the adjustments set forth in Section 7.5(h).

"Rollover Shares" means the Shares held (or deemed held) by each Rollover Securityholder as set forth opposite such Rollover Securityholder's name on Schedule II hereto, subject to the adjustments set forth in Section 7.5(h).

"Rollover Warrants" means the Warrants held (or deemed held) by each Rollover Securityholder as set forth opposite such Rollover Securityholder's name on Schedule II hereto, subject to the adjustments set forth in Section 7.5(h).

"Sanctioned Person" means a Person that is (a) subject to or the target of Sanctions (including any Person that is designated on the list of "Specially Designated Nationals and Blocked Persons" administered by the U.S. Treasury Department's Office of Foreign Assets Control), (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine), or (c) owned 50% (fifty percent) or more, or controlled, by any of the foregoing.

"Sanctions" means all trade, economic and financial sanctions laws administered, enacted or enforced from time to time by (a) the United States (including the U.S. Treasury Department's Office of Foreign Assets Control and the U.S. Department of State), (b) the United Nations, (c) the United Kingdom (including Her Majesty's Treasury), or (d) the People's Republic of China.

"Shareholder Approval" means the affirmative vote of the holders of Shares representing at least two-thirds of the voting power of the issued and outstanding Shares entitled to vote at the Shareholders Meeting voting in person or by proxy as a single class, to approve and authorize this Agreement, the Plan of Merger and the Transactions in accordance with the CICL and the Company Governing Documents.

"Shareholders Meeting" means the meeting of the holders of Shares for the purpose of seeking the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including any adjournment thereof.

"Shares" means the Ordinary Shares and Preferred Shares.

"Sponsor" means New Frontier Public Holding Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands.

"Subsidiary" or "Subsidiaries" means with respect to any Person, any corporation, limited liability company, partnership or other organization, whether incorporated or unincorporated, of which (a) at least a majority of the outstanding shares of capital stock of, or other equity interests, having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly or indirectly owned or controlled by such Person and/or by any one or more of its Subsidiaries, or (b) with respect to a partnership, such Person or any other Subsidiary of such Person is a controlling general partner of such partnership.

"Superior Proposal" means any bona fide written Competing Proposal that the Company Board (acting upon the recommendation of the Special Committee) has determined in good faith, after consultation with its independent financial advisors and outside legal counsel, and taking into account all relevant legal, regulatory, financial and other aspects of such Competing Proposal (including financing, regulatory or other consents and approvals, shareholder litigation, the identity of the Person making the proposal, breakup or termination fee and expense reimbursement provisions, expected timing, risk and likelihood of consummation and other relevant events and circumstances), is more favorable to the Company and its shareholders (other than the Rollover Securityholders) than the Transactions (taking into account, as the case may be, any revisions to the terms of this Agreement proposed by HoldCo in response to such Competing Proposal in accordance with Section 6.3(d)); provided, that for purposes of this definition of "Superior Proposal", the references to "20%" in the definition of Competing Proposal shall be deemed to be references to "50%;" provided, further, that any such Competing Proposal shall not be deemed to be a "Superior Proposal" if (A) such Competing Proposal is conditional upon any due diligence review or investigation of the Company or any of its Subsidiaries (which, for the avoidance of doubt, shall not include the inclusion of a customary "access to information" covenant such as Section 7.2 in any documentation for such transaction), (B) any financing required to consummate the transaction contemplated by such proposal is not then fully committed, (C) the consummation of the transaction contemplated by such Competing Proposal is conditional upon the obtaining and/or funding of financing, or (D) the transaction contemplated by such Competing Proposal is not reasonably capable of being completed on the terms proposed without unreasonable delay.

"Tax" or "Taxes" means any and all taxes, levies, duties, tariffs, imposts and other similar charges and fees (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Entity that administers Taxes, including income, franchise, windfall or other profits, gross receipts, premiums, property, sales, use, net worth, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, excise, withholding, ad valorem, stamp, transfer, value-added, gains tax and license, registration and documentation fees, severance, occupation, environmental, customs duties, disability, real property, escheat, personal property, registration, alternative or add-on minimum, or estimated tax, including any interest, penalty, or addition thereto, whether disputed or not.

"Transaction Documents" means this Agreement, the Confidentiality Agreement, the Financing Documents, the Limited Guarantees, the Support Agreement, the Interim Investors Agreement and any other agreement or document contemplated hereby or thereby or any document or instrument delivered in connection hereunder or thereunder.

"Warrant Agent" means Continental Stock Transfer & Trust Company, a New York Corporation.

"Warrant Agreement" means the Warrant Agreement, dated as of June 27, 2018, between the Company and the Warrant Agent, as may be amended, supplemented, modified or varied.

"Warrants" means the Public Warrants, the Private Placement Warrants and the Forward Purchase Warrants.

"Warrantholder Consent" means the affirmative vote or written consent of the holders of (i) at least 50% of the number of the outstanding Public Warrants and Forward Purchase Warrants and (ii) at least 50% of the number of the outstanding Private Placement Warrants, with respect to the Warrant Amendment.

Section 1.2 Terms Defined Elsewhere. The following terms are defined elsewhere in this Agreement, as indicated below:

Defined Term	Location of Definition
Adverse Effect on Debt Financing	Section 7.5(b)
Adverse Recommendation Change	Section 6.3(c)
Agreement	Preamble
Alternative Acquisition Agreement	Section 6.3(c)
Alternative Financing	Section 7.5(b)
Alternative Financing Documents	Section 7.5(b)
Arbitrator	Section 10.8(b)
Base Premium	Section 7.6(c)

Defined Term	Location of Definition
Benefit Plan	Section 4.14(b)
Benefit Plans	Section 4.14(b)
CICL	Recitals
Closing	Section 2.2
Closing Date	Section 2.2
Company	Preamble
Company Board	Recitals
Company Board Recommendation	Recitals
Company Equity Interests	Section 4.2(b)
Company Group	Section 9.3(f)
Company Termination Fee	Section 9.3(a)
Consenting Warrantholder	Section 3.2(b)

Covered Persons	Section 7.6(a)
Debt Commitment Letters	Section 5.5(a)
Debt Financing	Section 5.5(a)
Dissenting Shareholders	Section 3.5(a)
Dissenting Shares	Section 3.5(a)
Effective Time	Section 2.3
Enforceability Exceptions	Section 4.3
Environmental Claim	Section 4.17(a)
Equity Commitment Letters	Section 5.5(a)
Equity Financing	Section 5.5(a)
Exchange Act	Section 4.5
Exchange Fund	Section 3.6(a)
Financial Statements	Section 4.6(b)
Financing	Section 5.5(a)
Financing Documents	Section 5.5(a)
Governmental Entity	Section 4.5
HKIAC	Section 10.8(b)
HoldCo	Preamble
HoldCo Group	Section 9.3(f)
HoldCo Option	Section 3.3(b)
HoldCo RSU Award	Section 3.3(c)
HoldCo Share Plan	Section 3.3(b)
HoldCo Termination Fee	Section 9.3(b)
IFRS	Section 4.6(b)
Indemnification Agreements	Section 7.6(a)
Intervening Event	Section 6.3(e)
Leased Real Property	Section 4.11(a)
Limited Guarantee	Recitals
Material Contract	Section 4.15(a)
Merger	Recitals
Merger Consideration	Section 3.6(a)
Merger Sub	Preamble
Non-U.S. Benefit Plan	Section 4.14(h)
NYSE	Section 4.2(c)
Operating Subsidiary	Section 4.15(a)(xi)
Parent	Preamble
Parent Parties	Preamble

Defined Term	**Location of Definition**
Parties	Preamble
Party	Preamble
Paying Agent	Section 3.6(a)
Per Share Merger Consideration	Section 3.1(a)
Per Warrant Consent Fee	Section 3.2(b)
Per Warrant Merger Consideration	Section 3.2(a)
Plan of Merger	Section 2.3
Rules	Section 10.8(b)
Sarbanes-Oxley Act	Section 4.6(a)
Schedule 13E-3	Section 6.4(a)
SEC	Section 4.5
SEC Documents	Section 4.6(a)
Securities Act	Section 4.6(a)

Share Certificates	Section 3.6(b)(i)
Shareholder Proxy Statement	Section 4.5
Shareholder Record Date	Section 6.5(a)
Social Insurance	Section 4.14(j)
Special Committee	Recitals
Support Agreement	Recitals
Surviving Entity	Section 2.1
Takeover Statute	Section 4.23
Tax Returns	Section 4.12(a)
Transaction Litigation	Section 7.9
Transactions	Recitals
Uncertificated Shares	Section 3.6(b)(i)
Uncertificated Warrants	Section 3.6(b)(i)
US$	Section 1.3(c)
Warrant Amendment	Section 6.6
Warrant Certificates	Section 3.6(b)(i)
Warrantholder Consent Deadline	Section 6.6(b)
Warrantholder Proxy Statement	Section 4.5
Warrantholder Record Date	Section 6.6(a)

Section 1.3 Interpretation. Unless the express context otherwise requires:

(a) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;

(c) the term "US$" means United States Dollars;

(d) references herein to a specific Section, Subsection, Recital, Schedule or Exhibit shall refer, respectively, to Sections, Subsections, Recitals, Schedules or Exhibits of this Agreement;

(e) the captions, table of contents and headings included herein are included for convenience of reference only and shall be disregarded in the construction or interpretation hereof.

(f) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(g) references herein to any gender shall include each other gender;

(h) if a term used herein is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb);

(i) references herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this clause (i) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(j) references herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity;

(k) references herein to any Contract (including this Agreement) mean such Contract as amended, supplemented or modified from time to time in accordance with the terms thereof;

(l) "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form;

(m) with respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding";

(n) references herein to a number of days shall be to such number of calendar days unless Business Days are specified; whenever any action must be taken hereunder on or by a day that is not a Business Day, such action may be validly taken on or by the next day that is a Business Day;

(o) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time;

(p) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder;

(q) any item shall be considered "made available" to a Parent Party, to the extent such phrase appears in this Agreement, if such item has been provided in writing (including via electronic mail) to any Parent Party, posted by the Company or its Representatives in the electronic data room established by the Company or, in the case of any documents filed with the SEC, filed by the Company with the SEC prior to the date hereof; and

(r) The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

ARTICLE II

THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, and in accordance with the CICL, at the Effective Time, Merger Sub shall be merged with and into the Company, whereupon Merger Sub will cease to exist and will be struck off the Register of Companies in the Cayman Islands, with the Company surviving the Merger (the Company, as the surviving company (as defined in the CICL) in the Merger, sometimes being referred to herein as the "Surviving Entity"), such that following the Merger, the Surviving Entity will be a wholly-owned Subsidiary of Parent.

Section 2.2 Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing", and the date on which the Closing actually takes place, the "Closing Date") will take place at 10:00 a.m. Hong Kong time by the remote exchange of electronic signatures and documents on a date no later than the tenth (10th) Business Day after the satisfaction or waiver of the last of the conditions set forth in Article VIII to be satisfied or if permissible, waived (other than any such conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, if permissible, waiver of such conditions at the Closing), or at such other date or place or time as may be agreed to in writing by the Company and HoldCo.

Section 2.3 Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Company and the Parent Parties shall (a) cause the plan of merger with respect to the Merger (the "Plan of Merger") substantially in the form set out in Exhibit A attached hereto, to be duly executed and filed with the Registrar of Companies of the Cayman Islands (the "Registrar of Companies") as provided by Section 233 of the CICL, and (b) make any other filings, recordings or publications required to be made by the Company or Merger Sub under the CICL in connection with the Merger. The Merger shall become effective on the date the Plan of Merger is registered by the Registrar of Companies or on such later date as specified in the Plan of Merger, in accordance with the CICL (such date and time, the "Effective Time").

Section 2.4 Effects of the Merger. At the Effective Time, the Merger shall have the effects specified in this Agreement, the Plan of Merger and the relevant provisions of the CICL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the rights, property of every description including choses in action, and the business, undertaking, goodwill, benefits,

immunities and privileges of each of the Company and Merger Sub shall immediately vest in the Surviving Entity and the Surviving Entity shall be liable for and subject in the same manner as the Company and Merger Sub to all mortgages, charges or security interests and all contracts, obligations, claims, debts and liabilities of the Company and Merger Sub in accordance with the CICL and as provided in this Agreement.

Section 2.5 Directors and Officers. The Parties shall take all actions necessary so that (a) the directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Entity upon the Effective Time, and (b) the officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Entity upon the Effective Time, in each case, unless otherwise determined by HoldCo prior to the Effective Time, and until their respective successors are duly elected or appointed and qualified or until the earlier of their death, resignation or removal in accordance with the memorandum and articles of association of the Surviving Entity.

Section 2.6 Governing Documents. At the Effective Time, in accordance with the terms of the Plan of Merger and without any further action on the part of the Parties, the Company will adopt the memorandum and articles of association of Merger Sub, as in effect immediately prior to the Effective Time, as the memorandum and articles of association of the Surviving Entity, until thereafter amended in accordance with applicable Law and the applicable provisions of such memorandum and articles of association; provided, that at the Effective Time, (a) all references therein to the name of the Surviving Entity (including Clause 1 of the memorandum of association of the Surviving Entity) shall be amended to "New Frontier Health Corporation", (b) all references therein to the authorized share capital of the Surviving Entity shall be amended to refer to the correct authorized share capital of the Surviving Entity as approved in the Plan of Merger, and (c) the memorandum and articles of association of the Surviving Entity will contain provisions as required by Section 7.6.

ARTICLE III

TREATMENT OF SECURITIES

Section 3.1 Treatment of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the Parent Parties, the Company or the holders of any securities of the Company:

(a) Treatment of Shares. Each Share issued and outstanding immediately prior to the Effective Time (other than the Excluded Shares and the Dissenting Shares) shall be cancelled in exchange for the right to receive US$12.00 in cash per Share without interest (subject to adjustment pursuant to Section 3.4) (the "Per Share Merger Consideration"). From and after the Effective Time, all such Shares shall no longer be issued and outstanding and shall be cancelled and cease to exist, and each holder of Shares (other than the Excluded Shares and Dissenting Shares) that were issued and outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares, except for the right to receive the Per Share Merger Consideration to be paid in accordance with Section 3.6, and the right to receive any dividends or other distributions with a record date prior to the Effective Time which may have been declared by the Company and which remain unpaid at the Effective Time.

(b) Treatment of Excluded Shares. Each Excluded Share issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist, without payment of any consideration or distribution therefor. The Parties acknowledge that, for U.S. federal income tax purposes, the holders of Rollover Shares shall treat the Rollover Shares as contributed by them to HoldCo in consideration of a corresponding amount of equity securities of HoldCo immediately prior to the Effective Time in a transaction intended to be governed by Section 351 of the Code and the Parties shall not take inconsistent reporting positions for U.S. federal income tax purposes unless required by Law.

(c) Treatment of Dissenting Shares. Each Dissenting Share issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist in accordance with Section 3.5, and shall carry no rights other than the right to receive the applicable payments pursuant to the procedure set forth in Section 3.5.

(d) Treatment of Merger Sub Securities. Each share of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable ordinary share of the Surviving Entity. Such conversion shall be effected by means of the cancellation of such shares of Merger Sub, in exchange for the right to receive one such ordinary share of the Surviving Entity. Such ordinary shares of the Surviving Entity shall constitute the only issued and outstanding share capital of the Surviving Entity upon the Effective Time.

Section 3.2 Treatment of Warrants. At the Effective Time, pursuant to the Warrant Agreement (as amended by the Warrant Amendment):

(a) Treatment of Warrants. Each Warrant that is issued and outstanding immediately prior to the Effective Time (other than the Excluded Warrants) shall be cancelled in exchange for the right to receive US$2.70 in cash per Warrant without interest (subject to adjustment pursuant to Section 3.4) (the "Per Warrant Merger Consideration"). From and after the Effective Time, all such Warrants shall no longer be outstanding and shall be cancelled and shall cease to exist, and each holder of a Warrant shall cease to have any rights with respect thereto, except the right to receive the Per Warrant Merger Consideration to be paid in accordance with Section 3.6.

(b) Additional Payment. In addition to the amount of Per Warrant Merger Consideration provided for under Section 3.2(a), in respect of each Warrant (other than any Excluded Warrant) for which the holder thereof has timely provided consent to the Warrant Amendment in accordance with Section 6.6(b) and has not revoked such consent, in each case, prior to the Warrantholder Consent Deadline, the holder of such Warrant (the "Consenting Warranholder") shall have the right to receive, for each such Warrant, a consent fee of US$0.30 in cash per Warrant without interest (subject to adjustment pursuant to Section 3.4) (the "Per Warrant Consent Fee"), to be paid in accordance with Section 3.6.

(c) Treatment of Excluded Warrants. Each Excluded Warrant issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist, without payment of any consideration or distribution therefor.

Section 3.3 Treatment of Equity Awards.

(a) At the Effective Time, the Company shall terminate the Company Equity Plan and all award agreements entered into under the Company Equity Plan.

(b) At the Effective Time, each Company Option, whether vested or unvested, that is outstanding immediately prior to the Effective Time shall be cancelled in exchange for the right to receive, as soon as practicable after the Effective Time and in accordance with an equity incentive plan to be established by HoldCo (the "HoldCo Share Plan"), an option to purchase the same number of HoldCo Shares as the total number of Ordinary Shares subject to such Company Option immediately prior to the Effective Time, at a per share exercise price equal to the Exercise Price immediately prior to the Effective Time, subject to and in accordance with the terms of the Company Equity Plan and the relevant Company Option agreement in effect immediately prior to the Effective Time (with continuation of the applicable vesting terms) (such award, a "HoldCo Option"), provided that the number of HoldCo Shares subject to such HoldCo Option and/or the exercise price of such HoldCo Option may be adjusted by HoldCo to reflect changes in the Company's or HoldCo's capital structure upon or immediately prior to the Effective Time to provide substantially the same economic terms to the holders of such Company Options; provided further that each Company Option (i) which is an "incentive stock option" (as defined in Section 422 of the Code) shall be adjusted in accordance with the requirements of Section 424 of the Code and (ii) shall be adjusted in a manner that complies with Section 409A of the Code. The Parties acknowledge that, for U.S. federal income tax purposes, holders of Company Options will treat cancellation of such Company Options as a transaction that is not governed by Section 351 of the Code, and the Parties shall not take inconsistent reporting positions for U.S. federal income tax purposes unless required by Law.

(c) At the Effective Time, each Company RSU Award, whether vested or unvested, that is outstanding immediately prior to the Effective Time shall be cancelled in exchange for the right to receive, as soon as practicable after the Effective Time and in accordance with the HoldCo Share Plan, one restricted stock unit to acquire the same number of HoldCo Shares as the total number of Ordinary Shares subject to such Company RSU Award immediately prior to the Effective Time, subject to and in accordance with the terms of the Company Equity Plan and the relevant Company RSU Award agreement in effect immediately prior to the Effective Time (with continuation of the applicable vesting terms) (such award, a "HoldCo RSU Award"); provided that the number of HoldCo Shares subject to such HoldCo RSU Award may be adjusted by HoldCo to reflect changes in the Company's or HoldCo's capital structure

upon or immediately prior to the Effective Time to provide substantially the same economic terms to the holders of such Company RSU Awards; provided that each Company RSU Award shall be adjusted in a manner that complies with Section 409A of the Code.

(d) The Company shall take all corporate actions necessary to effect the treatment of the Company Equity Plan, the Company Options and the Company RSU Awards as contemplated by this Section 3.3.

Section 3.4 Adjustment to Merger Consideration. The Per Share Merger Consideration, the Per Warrant Merger Consideration and the Per Warrant Consent Fee shall be adjusted appropriately to reflect the effect of any share sub-division or split, share consolidation, share dividend (including any dividend or other distribution of securities convertible into Shares), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the Shares or Warrants effected after the date hereof and prior to the Effective Time, so as to provide the holders of Shares and the holders of Warrants with the same economic effect as contemplated by this Agreement prior to such event and as so adjusted shall, from and after the date of such event, be the Per Share Merger Consideration, the Per Warrant Merger Consideration and the Per Warrant Consent Fee, as applicable. Nothing in this Section 3.4 shall be construed to permit the Company to effect any sub-division or split, consolidation or dividend (including any dividend or other distribution of securities convertible into Shares) in respect of the Shares or the Warrants, or reorganization, recapitalization, reclassification, combination, exchange or other like change with respect to the Shares or the Warrants unless such change is effected in accordance with Section 6.1.

Section 3.5 Dissenter's Rights.

(a) Notwithstanding any provision of this Agreement to the contrary and to the extent available under the CICL, all Shares that are issued and outstanding immediately prior to the Effective Time and are held by shareholders who shall have validly exercised and not effectively withdrawn or lost their rights to dissent from the Merger, in accordance with Section 238 of the CICL (collectively, the "Dissenting Shares" and holders of Dissenting Shares collectively being referred to as "Dissenting Shareholders") shall be cancelled and cease to exist at the Effective Time, shall not be entitled to receive the Per Share Merger Consideration and shall instead be entitled to receive only the payment of the fair value of such Dissenting Shares held by them determined in accordance with the provisions of Section 238 of the CICL.

(b) For the avoidance of doubt, all Shares held by Dissenting Shareholders who shall have failed to exercise or who shall have effectively withdrawn or lost their dissenter rights under Section 238 of the CICL shall thereupon (i) not be deemed to be Dissenting Shares, and (ii) be cancelled and cease to exist in exchange for, at the Effective Time, the right to receive the Per Share Merger Consideration, without any interest thereon, in the manner provided in Section 3.6. HoldCo shall promptly deposit or cause to be deposited with the Paying Agent any additional funds necessary to pay in full the aggregate Per Share Merger Consideration so due and payable to such shareholders of the Company who have failed to exercise or who shall have effectively withdrawn or lost such dissenter rights under Section 238 of the CICL.

(c) The Company shall give HoldCo (i) prompt notice of any notices of objection or notices of dissent to the Merger or demands for appraisal, under Section 238 of the CICL received by the Company, attempted withdrawals of such objection, dissents or demands, and any other instruments served pursuant to the CICL and received by the Company relating to the exercise of any rights to dissent from the Merger or appraisal rights, and (ii) the opportunity to direct all negotiations and proceedings with respect to such notice of dissenter right or demand for appraisal under the CICL. The Company shall not, except with the prior written consent of HoldCo, make any offers or agree to any payment with respect to any exercise by a shareholder of its rights to dissent from the Merger or any demands for appraisal, or offer to settle or settle any such demands or approve any withdrawal of any such dissenter rights or demands.

(d) In the event that any written notices of objection to the Merger are served by any shareholders of the Company pursuant to Section 238(2) of the CICL, the Company shall serve written notice of the authorization and approval of this Agreement, the Plan of Merger and the Transactions on such shareholders pursuant to Section 238(4) of the CICL within 20 days of obtaining the Shareholder Approval at the Shareholders Meeting.

Section 3.6 Payment for Securities; Surrender of Certificates.

(a) Exchange Fund. Prior to the Closing, HoldCo shall appoint a bank or trust company selected by HoldCo with the Company' prior consent (such consent not to be unreasonably withheld, conditioned or delayed) to act as paying agent (the "Paying Agent") for all payments required to be made pursuant to Section 3.1(a), Section 3.2(a), Section 3.2(b) and Section 3.5 (collectively, the "Merger Consideration"), and HoldCo shall enter into a paying agent agreement with the Paying Agent in form and substance reasonably acceptable to the Company. At or prior to the Effective Time, or in the case of payments pursuant to Section 3.5, when ascertained pursuant to Section 3.5, HoldCo shall deposit, or cause to be deposited, with the Paying Agent, for the benefit of the holders of Shares (other than the Excluded Shares and Dissenting Shares) and the holders of Warrants (other than the Excluded Warrants), cash in immediately available funds in an amount that is sufficient to pay the Merger Consideration (such cash being hereinafter referred to as the "Exchange Fund").

(b) Procedures for Surrender.

(i) Promptly following the Effective Time (and in any event within five (5) Business Days thereafter), the Surviving Entity shall cause the Paying Agent to mail (and make available for collection by hand) to each Person who was, at the Effective Time, a registered holder of Shares or Warrants entitled to receive the Per Share Merger Consideration pursuant to Section 3.1(a) (excluding, for the avoidance of doubt, the Excluded Shares and Dissenting Shares) or the Per Warrant Merger Consideration pursuant to Section 3.2(a) or the Per Warrant Consent Fee pursuant to Section 3.2(b) (excluding, in each case and for the avoidance of doubt, the Excluded Warrants): (i) a letter of transmittal (which shall be in customary form for a company incorporated in the Cayman Islands reasonably acceptable to the Company, and shall specify the manner in which the delivery of the Per Share Merger Consideration to registered holders of Shares (other than the Excluded Shares and the Dissenting Shares), the delivery of the Per Warrant Merger Consideration to registered holders of Warrants (other than the Excluded Warrants) and the delivery of the Per Warrant Consent Fee to registered holders of Warrants (other than the Excluded Warrants) who are Consenting Warrantholders shall be effected, and (ii) instructions for use in effecting the surrender of any issued share certificates representing Shares (the "Share Certificates") (or affidavits and indemnities of loss in lieu of the Share Certificates as provided in Section 3.6(e)) and/or such other documents as may be required to receive the Per Share Merger Consideration and the surrender of any issued warrant certificates representing the Warrants (the "Warrant Certificates") (or affidavits and indemnities of loss in lieu of the Warrant Certificates as provided in Section 3.6(e)) and/or such other documents as may be required to receive the Per Warrant Merger Consideration or the Per Warrant Consent Fee, as applicable. Each registered holder of Shares or Warrants which are represented by a Share Certificate or a Warrant Certificate, as applicable, subject to the surrender of such Share Certificate or Warrant Certificate (or delivery of an affidavit and indemnity of loss in lieu of the Share Certificate or Warrant Certificate as provided in Section 3.6(e)) for cancellation and/or such other documents as may be required pursuant to such instructions to the Paying Agent in accordance with the terms of such letter of transmittal, duly executed in accordance with the instructions thereto, and each registered holder of non-certificated Shares or non-certificated Warrants represented by book entry ("Uncertificated Shares" and "Uncertificated Warrants", respectively), shall be entitled to receive in exchange therefor, as applicable, the Per Share Merger Consideration payable in respect of such Shares (excluding, for the avoidance of doubt, the Excluded Shares and Dissenting Shares) or the Per Warrant Merger Consideration or the Per Warrant Consent Fee payable in respect of such Warrants (excluding, for the avoidance of doubt, the Excluded Warrants), subject to applicable withholding in accordance with Section 3.7. Any Share Certificates or Warrant Certificates so surrendered shall forthwith be cancelled. No interest shall be paid or shall accrue on the cash payable upon the cancellation of any Shares or Warrants or the surrender or transfer of any Share Certificates or Warrant Certificates pursuant to this Article III.

(ii) If payment of Merger Consideration is to be made in respect of a Share or a Warrant which is represented by a Share Certificate or a Warrant Certificate, as applicable, to a Person other than the Person in whose name the surrendered Share Certificate or Warrant Certificate is registered, it shall be a condition precedent of payment that (A) the Share Certificate or Warrant Certificate so surrendered shall be accompanied by a proper form of transfer duly executed by the registered holder of such Share or Warrant, as applicable, and (B) the Person requesting such payment shall have paid any transfer and other similar Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of the Share Certificate or Warrant Certificate surrendered or shall have established to the reasonable satisfaction of the Surviving Entity that such Tax either has been paid or is not required to be paid. Payment of the applicable Merger Consideration with respect to Uncertificated Shares and Uncertificated Warrants shall only be made to the Person in whose name such Uncertificated Shares or Uncertificated Warrants, as applicable, are registered.

(iii) Each Share (including each Share represented by a Share Certificate (subject to surrender of such Share Certificate as contemplated by this Section 3.6), and each Uncertificated Share) and each Warrant (including each Warrant represented by a Warrant Certificate (subject to surrender of such Warrant Certificate as contemplated by this Section 3.6), and each Uncertificated Warrant) shall be deemed at any time from and after the Effective Time to represent only the right to receive the applicable Merger Consideration as contemplated by this Article III and, in the case of the Shares, any dividends or other distributions with a record date prior to the Effective Time which may have been declared and authorized by the Company and which remain unpaid at the Effective Time.

(c) Transfer Books; No Further Ownership Rights in Shares or Warrants. From and after the Effective Time, the register of members of the Company and the Warrant Register (as defined in the Warrant Agreement) shall be closed and thereafter there shall be no further registration of transfers of Shares or the Warrants on the records of the Company or the Warrant Agent, as applicable; provided, that nothing herein shall prevent the Surviving Entity from maintaining a register of members in respect of its ordinary shares after the Effective Time and from registering transfers of such ordinary shares after the Effective Time. From and after the Effective Time, the holders of Shares or Warrants outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares and Warrants except as otherwise provided for herein or by applicable Law. If, after the Effective Time, Share Certificates or Uncertificated Shares, or Warrant Certificates or Uncertificated Warrants, are presented to the Surviving Entity for transfer or any other reason, they shall be cancelled and exchanged as provided in this Agreement.

(d) Termination of Exchange Fund; No Liability. At any time following six (6) months after the Effective Time, the Surviving Entity shall be entitled to require the Paying Agent to deliver to it any funds (including any interest received with respect thereto) remaining in the Exchange Fund that have not been claimed, or for which disbursement is pending subject only to the Paying Agent's routine administrative procedures, by holders of Shares or Warrants (whether represented by Share Certificates, Warrant Certificates or book entry), and thereafter such holders shall be entitled to look only to the Surviving Entity and HoldCo as general creditors thereof with respect to the applicable Merger Consideration, including any dividends or other distributions with a record date prior to the Effective Time which may have been declared and authorized by the Company and which remain unpaid at the Effective Time, payable upon surrender of Shares and/or Warrants (subject to surrender of Share Certificates and/or Warrant Certificates, if applicable) and compliance with the procedures in Section 3.6(b). Notwithstanding the foregoing, none of the Surviving Entity, HoldCo or the Paying Agent shall be liable to any holder of a Share or a Warrant (whether represented by a Share Certificate, Warrant Certificate or book entry) for any Merger Consideration or other amounts delivered to a Governmental Entity pursuant to any applicable abandoned property, escheat or similar Law. If any Share Certificate, Uncertificated Share, Warrant Certificate or Uncertificated Warrant has not been surrendered immediately prior to the date on which the Merger Consideration in respect thereof would otherwise escheat to or become the property of any Governmental Entity, any such Merger Consideration in respect of such Share Certificate, Uncertificated Share, Warrant Certificate or Uncertificated Warrant shall, to the extent permitted by applicable Law, immediately prior to such time become the property of HoldCo, free and clear of all claims or interest of any Person previously entitled thereto.

(e) Lost, Stolen or Destroyed Certificates. In the event that any Share Certificates or Warrant Certificates shall have been lost, stolen or destroyed, the Paying Agent shall pay in exchange for such lost, stolen or destroyed Share Certificates or Warrant Certificates, upon the making of an affidavit of that fact by the Person claiming such Share Certificate or Warrant Certificate to be lost, stolen or destroyed and, if reasonably required by the Surviving Entity, the execution of an indemnity or the posting by such Person of a bond in such reasonable and customary amount as the Surviving Entity may direct, as indemnity against any claim that may be made against it with respect to such Share Certificate or Warrant Certificate, the applicable Merger Consideration payable in respect thereof pursuant to this Article III, including, in the case of Shares, any dividends or other distributions with a record date prior to the Effective Time which may have been declared and authorized by the Company and which remain unpaid at the Effective Time.

(f) Untraceable Shareholders and Warrantholders. Remittances for the Merger Consideration shall not be sent to the applicable holders of Shares or Warrants who are untraceable unless and until, except as provided below, they notify the Paying Agent or the Surviving Entity, as applicable, of their current contact details. A holder of Shares or Warrants will be deemed to be untraceable if (i) with respect to a holder of Shares, such Person has no registered address in the register of members maintained by the Company, or with respect to a holder of Warrants, such Person has not been registered in the Warrant Register or by the Depositary (as defined in the

Warrant Agreement), (ii) with respect to a holder of Shares, on the last two consecutive occasions on which a dividend has been paid by the Company a check payable to such Person by the Company, in respect of such dividend either (x) has been sent to such Person and has been returned undelivered or has not been cashed or (y) has not been sent to such Person because on an earlier occasion a check for a dividend so payable has been returned undelivered, and in any such case no valid claim in respect thereof has been communicated in writing to the Company, or (iii) with respect to a holder of Shares, notice of the Shareholders Meeting has been sent to such Person and has been returned undelivered. Monies due to Dissenting Shareholders and holders of Shares or Warrants who are untraceable should be returned to the Surviving Entity on-demand and held in a non-interest bearing bank account for the benefit of Dissenting Shareholders and holders of Shares or Warrants who are untraceable. Dissenting Shareholders and holders of Shares or Warrants who are untraceable who subsequently wish to receive any monies otherwise payable in respect of the Merger within applicable time limits or limitation periods will be advised to contact the Surviving Entity.

Section 3.7 Withholding. Each of the Parent Parties, the Surviving Entity and the Paying Agent shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to this Agreement to any holder of Shares or Warrants such amounts as are required to be deducted and withheld with respect to the making of such payment under any provision of applicable Tax Law. To the extent that amounts are so withheld by the Parent Parties, the Surviving Entity or the Paying Agent, as the case may be, such withheld amounts shall be (i) remitted by the Parent Parties, the Surviving Entity or the Paying Agent, as applicable, to the applicable Governmental Entity and (ii) to the extent so remitted, treated for all purposes of this Agreement as having been paid to the holder of the Shares or the Warrants in respect of which such deduction and withholding was made by any Parent Party, the Surviving Entity or the Paying Agent, as the case may be.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The following representations and warranties by the Company are qualified in their entirety by reference to the disclosures (a) in the SEC Documents filed with or furnished to the SEC and publicly available after December 18, 2019 and prior to the date hereof but excluding statements in any "Risk Factors" and "Forward-Looking Statement" sections to the extent they are cautionary, predictive or forward-looking in nature (in each case other than specific factual information contained therein), and (b) set forth in the Disclosure Schedule, it being acknowledge and agreed that disclosure of any information in any section or subsection of the Disclosure Schedule shall also be deemed disclosure with respect to any other section or subsection of this Agreement to which the relevance of such information is reasonably apparent. Subject to the foregoing, the Company represents and warrants to Parent and Merger Sub that:

Section 4.1 Organization and Qualification; Subsidiaries.

(a) Each of the Company and its Subsidiaries is an entity duly incorporated or organized, as applicable, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the Laws of the jurisdiction of its incorporation or organization. Each of the Company and its Subsidiaries has the requisite corporate or similar power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted, except to the extent the failure to have such power or authority is not material to the Company and its Subsidiaries, taken as a whole. The Company and each of its Subsidiaries is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions which recognize such concept) in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary, except for those jurisdictions where the failure to be so qualified or licensed or to be in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have, a Material Adverse Effect. The Company is in compliance with the terms of the Company Governing Documents in all material respects.

(b) Section 4.1(b) of the Disclosure Schedule sets forth a true and complete list of the Company's Subsidiaries, together with their jurisdiction of incorporation or organization. Each of the Company's Subsidiaries is in compliance with the terms of its constituent organizational or governing documents in all material respects.

Section 4.2 Capitalization.

(a) The authorized share capital of the Company is US$50,000 divided into (i) 490,000,000 Ordinary Shares, 131,847,694 of which are issued and outstanding as of the date hereof, and (ii) 10,000,000 Preferred Shares, none of which is issued and

outstanding as of the date hereof. As of the date hereof, there are outstanding Company Options to acquire 3,608,139 Ordinary Shares and Company RSU Awards representing the right to receive 72,260 Ordinary Shares. In addition, 14,375,000 Public Warrants, 7,750,000 Private Placement Warrants and 4,750,000 Forward Purchase Warrants are issued and outstanding as of the date hereof.

(b) Except as set forth in Section 4.2(a), there are no (x) options, warrants, calls, pre-emptive rights, subscriptions or other similar rights, agreements, arrangements or commitments of any kind, including any shareholder rights plan, in each case relating to the issued or unissued share capital of the Company, obligating the Company or any of its Subsidiaries to issue or sell or cause to be issued or sold any shares of, or other equity interest in, the Company or any of its Subsidiaries, or securities convertible into or exchangeable for such shares or equity interests, or obligating the Company or any of its Subsidiaries to grant, extend or enter into any such option, warrant, call, pre-emptive right, subscription or other similar right, agreement, arrangement or commitment (collectively, "Company Equity Interests") or (y) outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Shares or any shares of, or other Company Equity Interests in, the Company or any of its Subsidiaries.

(c) The Company has made available to HoldCo, as of the date hereof, true and complete copies of (i) the Company Equity Plan and each employee equity incentive plan of a Subsidiary of the Company that is in effect as of the date hereof, including any amendments thereto and (ii) forms of each award agreement evidencing the Company Options and Company RSU Awards. There are no award agreements evidencing any Company Options or Company RSU Awards with terms that are materially different from those set forth in the forms of award agreement that have been made available to HoldCo. All of the issued and outstanding Shares and Warrants have been duly authorized and are validly issued, fully paid and non-assessable. All of the outstanding Company Options and Company RSU Awards were granted in accordance with all applicable Laws, all of the terms and conditions of the Company Equity Plan and in compliance with the rules and regulations of the New York Stock Exchange ("NYSE") as applicable to the Company, in each case in all material respects. All Shares to be issued in connection with the outstanding Company Options and Company RSU Awards, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable.

(d) The Company has made available to HoldCo the following information with respect to each outstanding Company Option and Company RSU Award outstanding as of the date of hereof: (i) the name of the holder thereof, (ii) the number of Shares subject to such award, (iii) the exercise or purchase price of such award, (iv) the date on which such award was granted, (v) the vesting status thereof, and (vi) the date on which such award expires.

(e) Except as disclosed in Section 4.2(e) of the Disclosure Schedule, there are no voting trusts, proxies or other similar agreements to which the Company or any of its Subsidiaries is a party with respect to the voting of the Shares or any shares of, or other equity interest, of the Company or any of its Subsidiaries. There are no bonds, debentures or notes issued by the Company or any of its Subsidiaries that entitle the holder thereof to vote together with shareholders of the Company (or convertible into, or exchangeable or exercisable for, securities having the right to vote) on any matters related to the Company.

(f) The Company or one of its Subsidiaries owns, directly or indirectly, all of the issued and outstanding shares, share capital or registered capital, as the case may be, of each of the Company's Subsidiaries, free and clear of any Liens (other than Permitted Liens or limitations on transfer and other restrictions imposed by federal or state securities Laws or other applicable Laws). The issued and outstanding shares, share capital or registered capital, as the case may be, of each of the Company's Subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable.

Section 4.3 Authorization; Validity of Agreement; Company Action. The Company has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to receipt of the Shareholder Approval, to execute and deliver the Plan of Merger and to consummate the Merger and the other Transactions. The execution, delivery and performance by the Company of this Agreement and the Plan of Merger, and the consummation of the Merger and the other Transactions, have been duly and validly authorized by the Company Board and no other corporate action on the part of the Company is necessary to authorize the execution and delivery by the Company of this Agreement and the Plan of Merger and the consummation by it of the

Transactions, subject, in the case of the Plan of Merger and the Merger, to receipt of the Shareholder Approval. This Agreement has been duly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery hereof by the Parent Parties, is a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except that the enforcement hereof may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally, and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law) ((a) and (b) collectively, the "Enforceability Exceptions").

Section 4.4 Board Approval. The Company Board, acting upon the unanimous recommendation of the Special Committee, at a duly held meeting, has (a) determined that the execution by the Company of this Agreement and the Plan of Merger and consummation of the Transactions, including the Merger and the Warrant Amendment, are fair to, and in the best interests of, the Company and its shareholders (other than the holders of Excluded Shares), (b) approved and declared it advisable for the Company to enter into this Agreement and the Plan of Merger and the consummation of the Transactions, including the Merger and the Warrant Amendment, (c) resolved to recommend in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions to the holders of Shares, and to include such recommendation in the Shareholder Proxy Statement and directed that this Agreement, the Plan of Merger and the Transactions be submitted to the holders of Shares for authorization and approval and the Warrant Amendment be submitted to holders of Warrants for approval, and (d) taken all actions as may be required to be taken by the Company to enter into this Agreement and, as of the Closing Date, shall have taken all actions as may be required to be taken by the Company to effect the Transactions. As of the date of this Agreement, the foregoing determinations and resolutions have not been rescinded, modified or withdrawn in any way.

Section 4.5 Consents and Approvals; No Violations. None of the execution, delivery or performance of this Agreement by the Company, or the consummation by the Company of the Merger, the Warrant Amendment or any other Transaction will (a) assuming the Shareholder Approval and the Warrantholder Consent are obtained, conflict with or result in any breach of any provision of the Company Governing Documents or the equivalent organizational or governing documents of any of its Subsidiaries, (b) require any filing by the Company or any of its Subsidiaries with, or the obtaining of any permit, authorization, consent or approval of, any Governmental Entity (except for (i) compliance with any applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act") and state securities, takeover and "blue sky" laws, (ii) the filing of the Plan of Merger and related documentation with the Registrar of Companies and the publication of notification of the Merger in the Cayman Islands Government Gazette pursuant to the CICL, (iii) such filings with the Securities and Exchange Commission (the "SEC") as may be required to be made by the Company in connection with this Agreement and the Merger, including the joining of the Company in the filing of the Schedule 13E-3, which shall incorporate by reference the proxy statement relating to the authorization and approval of this Agreement, the Plan of Merger and the Transactions, including the Merger, by Shareholder Approval including a notice convening the Shareholders' Meeting in accordance with the Company's articles of association (including any amendment or supplement thereto, the "Shareholder Proxy Statement") and the consent solicitation statement relating to the Warrant Amendment (including any amendment or supplement thereto, the "Warrantholder Proxy Statement"), and the filing or furnishing of one or more amendments to the Schedule 13E-3 (with the Shareholder Proxy Statement as an exhibit thereto) to respond to comments of the SEC, if any, on the Schedule 13E-3, and (iv) such filings as may be required under the rules and regulations of NYSE in connection with this Agreement, the Merger or the Warrant Amendment), (c) assuming the Warrantholder Consent is obtained, require any consent or waiver by any Person under, result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any Contract, (d) result in the creation or imposition of any Lien on any material asset of the Company or any of its Subsidiaries, except for any Permitted Liens, or (e) violate any Law applicable to the Company, any Subsidiary of the Company, or any of their respective material properties, assets or operations; except in each of clauses (b), (c), (d) and (e) where (x) any failure to obtain such permits, authorizations, consents, waivers or approvals, (y) any failure to make such filings, or (z) any such modifications, violations, rights, impositions, breaches or defaults, individually or in the aggregate, has not had and would not reasonably be expected to have, a Material Adverse Effect.

Section 4.6 SEC Documents and Financial Statements.

(a) Since December 18, 2019, the Company has filed with or furnished to (as applicable) the SEC all forms, reports, schedules, statements and other documents required by it to be filed or furnished (as applicable) under the Exchange Act or the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act") (together with all certifications required pursuant to the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") which are applicable to the Company)

(such forms, reports, schedules, statements and documents filed by the Company with the SEC, as have been amended or modified since the time of filing, collectively, the "SEC Documents"). As of their respective filing dates and except to the extent corrected by a subsequent SEC Document, the SEC Documents (i) did not contain, when filed or furnished, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect, and (ii) complied in all material respects with the applicable requirements of the Exchange Act or the Securities Act, as the case may be, the Sarbanes-Oxley Act and the applicable rules and regulations thereunder, each as in effect on the date of any such filing. As of the date hereof, there are no outstanding or unresolved comments received from the SEC staff with respect to the SEC Documents.

(b) All of the audited and unaudited financial statements of the Company included (or incorporated by reference) in the SEC Documents (including the related notes and schedules thereto) (collectively, the "Financial Statements"), (i) were prepared in accordance with the International Financial Reporting Standards as promulgated by the International Accounting Standards Board ("IFRS") applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), and (ii) fairly presented in all material respects, the consolidated financial position and the results of operations and cash flows of the Company and its consolidated Subsidiaries as of the times and for the periods then ended (taking into account the notes thereto, and subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments and the exclusion of certain notes in accordance with the rules of the SEC relating to unaudited financial statements).

Section 4.7 Internal Controls; Sarbanes-Oxley Act. The Company has established and maintained a system of internal controls over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. The Company has established and maintained disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) that are designed to provide reasonable assurances that material information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded and reported within the time periods specified in the SEC's rules. Since December 18, 2019, neither the Company nor, to the Knowledge of the Company, its independent registered public accounting firm has identified or been made aware of any "significant deficiencies" or "material weaknesses" (as defined by the Public Company Accounting Oversight Board) in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect the Company's ability to record, process, summarize and report financial information. To the Knowledge of the Company, since December 18, 2019, there is and has been, no fraud that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

Section 4.8 No Undisclosed Liabilities. Except (a) as reflected or otherwise reserved against on the Financial Statements or referenced in the footnotes thereto, (b) for liabilities and obligations incurred in the ordinary course of business since the most recent balance sheet included in the SEC Documents, and (c) for liabilities and obligations incurred in connection with the Transactions, neither the Company nor any of its Subsidiaries is subject to any liabilities or obligations that would be required by IFRS to be reflected on a consolidated balance sheet of the Company and its Subsidiaries, other than as, individually or in the aggregate, have not had and would not reasonably be expected to have, a Material Adverse Effect.

Section 4.9 Absence of Certain Changes. Except as set forth in Section 4.9 of the Disclosure Schedule or as expressly contemplated by this Agreement, since December 31, 2020, (a) each Group Company has conducted its business in all material respects in the ordinary course of business and in a manner consistent with past practice, (b) there has not been a Material Adverse Effect, and (c) the Company and its Subsidiaries have not taken any action that, if taken after the date of this Agreement without the prior written consent of HoldCo, would constitute a breach of covenants contained in subsection (i), (ii), (iii), (iv), (v), (vi), (vii) or (xiv) of Section 6.1.

Section 4.10 Litigation. Except as set forth in Section 4.10 of the Disclosure Schedule, as of the date of this Agreement, there is no Action pending against (or to the Knowledge of the Company, threatened in writing against) the Company or any of its Subsidiaries that, individually or in the aggregate, has had or would reasonably be expected to have, a Material Adverse Effect. Neither the Company

nor any of its Subsidiaries is subject to any outstanding Order which, individually or in the aggregate, has had or would reasonably be expected to have, a Material Adverse Effect.

Section 4.11 Real Property; Personal Property.

(a) Neither the Company nor any of its Subsidiaries own any real property. Except as set forth in Section 4.11(a) of the Disclosure Schedule, the Company and/or one or more of the Subsidiaries, as applicable, enjoys good and valid leasehold or subleasehold interest of all real property leased, subleased, licensed or otherwise occupied (whether as tenant, subtenant or pursuant to other occupancy arrangements) by the Company or any Subsidiary (collectively, including the improvements thereon, the "Leased Real Property"), in each case free and clear of all Liens other than Permitted Liens.

(b) All Leased Real Property which is in use, or partly in use, as a medical institution is under currently effective written lease contracts, and, to the Knowledge of the Company, the lessor has legal title to and has the right to lease such assets to the relevant Subsidiary of the Company, subject to the Enforceability Exceptions. Except as would not constitute, individually or in the aggregate, a Material Adverse Effect, each Subsidiary of the Company has the lawful right to use the Leased Real Property for its business and the Leased Real Property is fit to be so used, in each case for its business as conducted on the date of this Agreement.

(c) The Group Companies' possession of the Leased Real Property has not been disturbed and, to the Knowledge of the Company, (i) there are no ongoing and unsettled disputes with respect to any Leased Real Property, and (ii) except as would not constitute, individually or in the aggregate, a Material Adverse Effect, there are no applicable Laws in effect that would prevent or limit any Subsidiary from conducting its operations on the Leased Real Property as they are currently conducted.

(d) To the Knowledge of the Company, except as would not constitute, individually or in the aggregate, a Material Adverse Effect, each Leased Real Property currently in use by any of Group Company has validly passed all relevant completion and acceptance tests necessary for the use of the relevant Leased Real Property by the relevant Group Company, including tests in respect of environmental protection, safety and fire control, and are capable of satisfying their intended operational purposes.

(e) Except as would not constitute, individually or in the aggregate, a Material Adverse Effect, each of the Group Companies has good title to, or a valid leasehold interest in, or with respect to licensed assets, a valid license to use, the tangible personal assets and properties used or held for use by it in connection with the conduct of its business as conducted on the date of this Agreement, free and clear of all Liens other than Permitted Liens.

Section 4.12 Taxes.

(a) All material Tax returns, reports, declarations, claim for refunds, information disclosures and similar statements filed or required to be filed by or on behalf of the Group Companies, including any schedules or attachments thereto, and including any amendments thereof (collectively, the "Tax Returns") in accordance with applicable Law have been timely filed (taking into account any extensions).

(b) The Tax Returns were prepared in accordance with applicable Law and, as of the times of filing, were true, correct and complete in all material respects.

(c) The Group Companies have timely paid all material Taxes (whether or not shown on the Tax Returns) that are due and owing, other than Taxes that are being contested in good faith, that have not been finally determined, and that have been adequately reserved against in accordance with IFRS in the Financial Statements.

(d) There are no pending Tax audits, proceedings or claims in respect of any Group Company or any Tax audits, proceedings or claims threatened in writing delivered to any Group Company or their respective directors or officers, nor are there any other Actions pending with regard to any material Taxes of any Group Company.

(e) There are no Liens with respect to any material Taxes against the assets of any Group Company other than Permitted Liens.

(f) None of the any Group Companies has been a "distributing corporation" or a "controlled corporation" in any distribution occurring during the last two (2) years in which the parties to such distribution treated the distribution as one to which Section 355 of the Code is applicable.

(g) No material claim that remains unresolved has been made in writing by any Governmental Entity in a jurisdiction in which a Group Company does not file Tax Returns that such any Group Company is, or may be, subject to taxation by that jurisdiction.

(h) None of the Group Companies has entered into any "closing agreement" under section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law), or any other agreement with a Governmental Entity in respect of material Taxes that remains in effect, including an agreement to waive or extend the statute of limitations with respect to any material Taxes or material Tax Returns, and no request for a ruling, relief, advice, or any other item that relates to material Taxes of any Group Company is currently pending with any Governmental Entity, and no such ruling, relief or advice has been obtained.

(i) Section 4.12(i) of the Disclosure Schedule identifies every election that has been made by or on behalf of any Group Company under Treasury Regulations Section 301.7701-3(a) to adopt a U.S. federal tax classification other than the default classification, as well as the date of such election and the classification so elected.

(j) None of the Group Companies participates or has "participated" in any "reportable transaction" as defined under Treasury Regulations Section 1.6011-4 or any tax shelter transaction in any other jurisdiction.

(k) None of the Group Companies will be required to include any material item of income in (or exclude any material item of deduction from) taxable income for any taxable period (or portion thereof) ending after the Effective Time as a result of (i) a change of accounting method made or occurring prior to the Closing, (ii) an installment sale or open transaction arising in a taxable period (or portion thereof) ending on or before the Closing Date other than in the ordinary course of business, (iii) a prepaid amount received, or paid, prior to the Closing, other than in the ordinary course of business, or (iv) a "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Law) executed on or prior to the Closing Date.

(l) The Group Companies (i) have never been a member of an affiliated group filing a consolidated, joint, unitary or combined Tax Return (other than such a group with respect to which a Group Company is or was the common parent), (ii) are not parties to and have no obligations under any Tax sharing, Tax indemnification, or Tax allocation agreement or similar contract or arrangement (except under any agreement solely among Group Companies and except for any agreement entered into in the ordinary course of business the primary purpose of which is not Tax), and (iii) do not have any liability for the Taxes of any other Person under Treas. Reg. § 1.1502-6 (or any similar provision of state, local or non-U.S. Law), as a transferee or successor, by Contract or otherwise.

(m) Notwithstanding any other representations and warranties in this Agreement, the representations and warranties in this Section 4.12 constitute the only representations and warranties of the Company with respect to Tax matters.

Section 4.13 Compliance with Laws; Permits.

(a) The Group Companies, any director or officer of the Group Companies, and to the Knowledge of the Company, any agent, employee, representative, consultant or any other person acting for or on behalf of the Group Companies, have complied with all applicable Anti-Corruption Laws in the past five (5) years.

(b) None of the Group Companies and any of their respective directors and officers or, to the Knowledge of the Company, any of their respective employees, agents or other Persons acting for or on behalf of the Group Companies: (i) in the past five (5) years, in connection with the operations or dealings of the Group Companies has offered, promised, provided, or authorized the provision of any money or anything of value, directly or indirectly, to any Government Official for the purpose of (w) improperly influencing any act or decision of such Government Official in their official capacity, (x) improperly inducing a Government Official to do or omit to do any act in violation of their lawful duty, (y) securing any improper advantage, or (z) inducing a Government Official to influence or affect any act or decision of any Governmental Entity, in each case, in order to assist a Group Company in obtaining or retaining business for or with, or in directing business to, a Group Company; (ii) in the past five (5) years, in connection with the

operations or dealings of the Group Companies has otherwise violated any Anti-Corruption Law; (iii) is a Government Official; (iv) is a Sanctioned Person or has in the past five (5) years engaged in, or is now engaged in, any dealings or transactions with or for the benefit of any Sanctioned Person, or has otherwise violated Sanctions in the past five (5) years.

(c) The Group Companies have maintained complete and accurate books and records in accordance with the Anti-Corruption Laws and IFRS. The Group Companies have in place and has adhered to policies and procedures designed to prevent their directors, officers, employees, contractors, sub-contractors, service providers, agents and intermediaries from undertaking any activity, practice or conduct relating to the business of the Group Companies that would constitute a violation of the Anti-Corruption Laws.

(d) Except as would not constitute, individually or in the aggregate, a Material Adverse Effect, (i) the Group Companies hold all Permits required for the conduct of their respective businesses as conducted on the date of this Agreement, (ii) such Permits are in full force and effect, (iii) none of the Group Companies is in material violation of any applicable Permit granted to it and (iv) no Action is pending by any Governmental Entity of which any Group Company has received written notice or, to the Knowledge of the Company, threatened in a writing delivered to any Group Company by any Governmental Entity, seeking the revocation, limitation or nonrenewal of any such Permit. Except as would not constitute, individually or in the aggregate, a Material Adverse Effect, none of the Group Companies is in breach of or default under any such Permit or has received any written notice of any such breach or default.

Section 4.14 Employee Benefits.

(a) As of the date of this Agreement, no employees of any Group Company have been covered by a collective bargaining agreement, and, to the Knowledge of the Company, there have been no labor unions or other organizations representing or purporting to represent any employee of any Group Company. Except as set forth in Section 4.14(a) of the Disclosure Schedule, there are no material organizing activities involving any Group Company pending with any labor organization or group of employees of any Group Company. There is no material strike, lockout, slowdown, work stoppage or to the Knowledge of the Company, threat thereof against any Group Company pending.

(b) Set forth in Section 4.14(b) of the Disclosure Schedule is a complete and correct list as of the date of this Agreement of each material Benefit Plan. A "Benefit Plan" is an "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of the 1974, as amended ("ERISA), whether or not subject to ERISA), a stock purchase, severance, retention, employment, consulting, change-in-control, deferred compensation, supplemental retirement, profit sharing, dependent care, fringe benefit, paid time off, disability, termination, retirement, pension, or a bonus, incentive, vacation or other employee benefit plan, agreement, program, policy or arrangement, in each case which is maintained or sponsored by the Group Companies or with respect to which the Group Companies is obligated to make any contributions or pursuant to which the Group Companies has any liability, direct or indirect or otherwise, on behalf of current or former employees, directors or consultants of the Group Companies. For the avoidance of doubt, "Benefit Plans" shall not include (i) any such agreement with respect to any former employee of the Group Companies if, as of the date of this Agreement any Group Company has no further obligations under such agreement, and (ii) any statutory non-U.S. plan or arrangement with respect to which the Group Companies are obligated to make contributions or comply with under applicable Law.

(c) With respect to each material Benefit Plan, the Company has delivered or made available to HoldCo (i) a complete and correct copy of such plan or, if unwritten, a summary of such plan (provided that for any employment agreements that are standard form agreements, the form, rather than each individual agreement, has been delivered or made available to HoldCo) and all amendments thereto, (ii) the current summary plan description (including any amendments thereto), if applicable, (iii) the most recent actuarial valuation report, if applicable, and (iv) any material, non-routine notices to or from any Governmental Entity relating to any compliance issues.

(d) There are no Actions (other than routine claims for benefits in the ordinary course) pending or, to the Knowledge of the Company, threatened, with respect to any Benefit Plan, other than any such Actions that would not constitute, individually or in the aggregate, a Material Adverse Effect.

(e) Neither the execution and delivery of this Agreement by the Company nor the consummation by the Company of the transactions contemplated hereby (either alone or in conjunction with any other event) will: (i) materially increase any compensation or benefits otherwise payable under any Benefit Plan; (ii) result in any acceleration of the time of payment or vesting of any compensation or benefits under any Benefit Plan; (iii) result in any payment (whether severance pay or otherwise) or benefit becoming due to, or with respect to, any current or former employee, officer, director or consultant of the Group Companies; (iv) cause, directly or indirectly, any Group Company to transfer or set aside assets to fund any benefits under any Benefit Plan on or following the Closing; or (v) result in any payments or benefits that would constitute an "excess parachute payment" (as such term is defined in Section 280G(b)(1) of the Code) to any current or former employee, director, officer or contractor of any Group Company.

(f) Except as would not, individually or in the aggregate, reasonably be expected to result in material liability to the Group Companies taken as a whole, there has been no written communication to any Person that would guarantee any retiree medical, health or life insurance or other retiree welfare benefits, except to the extent required by applicable Law.

(g) Except as would not, individually or in the aggregate, constitute a Material Adverse Effect, none of the Group Companies has violated any Law regarding the terms and conditions of employment of employees, former employees or prospective employees or other labor related matters, including Law relating to discrimination, working hours, employee benefits, fair labor standards and occupational health and safety, wrongful discharge or violation of the personal rights of employees, former employees or prospective employees.

(h) All Benefit Plans that are maintained primarily for the benefit of employees or other service providers outside of the United States ("Non-U.S. Benefit Plans"), including any Non-U.S. Benefit Plan that is required by applicable Law to be sponsored, maintained, or to be contributed to by any Group Company, comply with their terms and applicable local Law, and all such Non-U.S. Benefit Plans that are intended to be funded and/or book-reserved are funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions and applicable Law, in each case, except as would not, individually or in the aggregate, constitute a Material Adverse Effect. Each Non-U.S. Benefit Plan which, under the Laws of the applicable foreign country, is required to be registered or approved by any Governmental Entity, has been so registered or approved and each Non-U.S. Benefit Plan intended to qualify for special tax treatment meets all the requirements for such treatment, in each case, except as would not, individually or in the aggregate, constitute a Material Adverse Effect. There is no material litigation pending or, to the Knowledge of the Company, threatened relating to any Non-U.S. Benefit Plan.

(i) Except as would not individually or in the aggregate constitute a Material Adverse Effect, (i) to the Knowledge of the Company, each of the Group Companies incorporated in the PRC has entered into written labor Contracts with all of its employees and service Contracts with all of its part-time workers and workers who have met retirement age, and (ii) all Contracts relating to the employment of the employees and the service Contracts of relevant workers of each Group Company are in accordance with all applicable Laws and on an arm's length basis.

(j) Except as would not individually or in the aggregate constitute a Material Adverse Effect, each of the Group Companies incorporated in the PRC is in compliance in all material respects with any applicable Laws relating to its provision of any form of social insurance (including medical care insurance, occupational injury insurance, unemployment insurance, maternity insurance and pension benefits) and housing fund contributions (collectively, "Social Insurance"), and has made full contribution and payment of the Social Insurance for all of its respective employees in full compliance with all applicable Laws.

(k) Except as would not individually or in the aggregate constitute a Material Adverse Effect, to the Knowledge of the Company, each current and former employee of any Group Company, and each current and former agent, consultant and contractor of any Group Company, is, and has during the three (3) years prior to the date of this Agreement (during the period he or she performed services on behalf of such Group Company) been, validly qualified, properly registered and has held all material licenses and material Permits required by applicable Law to conduct the activities he or she carried out on behalf of the relevant Group Company.

Section 4.15 Material Contracts.

(a) As used in this Agreement, the term "Material Contracts" means, collectively, (x) the Contracts referred to in clauses (i) through (xiv) in this Section 4.15(a) and (y) each other Contract (including all amendments thereto) that (A) has been filed by the Company with the SEC as an exhibit to the Company's most recently filed annual report on Form 20-F as a "material contract" pursuant to Item 4 of the Instructions to Exhibits of Form 20-F under the Exchange Act and (B) remains in effect as of the date of this Agreement:

(i) any Contract (x) relating to indebtedness for borrowed money (other than intercompany indebtedness) or a standby letter of credit or similar facility, or a capitalized lease (determined in accordance with IFRS), in each case in excess of US$1,000,000, or (y) pursuant to which any Group Company is a guarantor of any indebtedness for borrowed money in excess of US$1,000,000;

(ii) any Contract (x) granting to any Person a right of first refusal, right of first offer or similar preferential right to purchase any Group Company's capital stock or assets or (y) except in the ordinary course of business consistent with past practice, (A) obligating any Group Company to sell to any Person any capital stock or assets with a value of greater than US$1,000,000 or (B) pursuant to which any Group Company sold to any Person any capital stock or assets with a value of greater than US$1,000,000 and continues to have any earn-out or other ongoing obligations that are material to the Company and its Subsidiaries, taken as a whole;

(iii) any Contract materially limiting, restricting or prohibiting any Group Company from operating hospitals or clinics, or conducting other business activities, anywhere in the PRC or elsewhere in the world;

(iv) any Contract (other than a Contract solely between a Group Company, on the one hand, and one or more Group Companies, on the other hand) with respect to any partnership entity or other joint venture entity in which any Group Company has an ownership interest and which is material to the business of the Company and its Subsidiaries, taken as a whole;

(v) any Contract pursuant to which any Group Company (x) has an option, right or obligation to purchase any other business or material portion of a business on an ongoing basis (including by purchasing the assets or capital stock of another Person) in each case with a value of greater than US$1,000,000 or (y) purchased any such business or material portion of a business with a value of greater than US$1,000,000 and continues to have any ongoing obligations that are material to the Company and its Subsidiaries, taken as a whole;

(vi) any Contract that obligates any Group Company to make a loan or capital contribution to, or investment in, any Person, in each case with an amount in excess of US$500,000, other than loans to any Group Company and advances to employees in the ordinary course of business consistent with past practice;

(vii) any Real Property Lease for which annual base rental payments exceed US$500,000;

(viii) any Contract with the top ten (10) suppliers supplying medicines to the Group Companies based on the fiscal year 2020's annual payment;

(ix) any Contract with the top ten (10) suppliers with respect to (x) the purchase, sale and/or lease of material equipment and (y) the purchase of medical consumables based on fiscal year 2020's annual payment;

(x) any Contract pursuant to which any Group Company (x) receives a license or other right to Intellectual Property from any other Person, pursuant to which any Group Company is required to pay to any Person an aggregate amount in excess of US$200,000 per annum, except for Contracts that may be terminated by any party thereto upon notice of ninety (90) calendar days or less or (y) grants an exclusive license to Company IP Rights to any other Person;

(xi) any Contract which (x) provides the Company with effective control over any Subsidiary in respect of which the Company does not, directly or indirectly, own a majority of the equity interests (each, an "Operating Subsidiary"), (y) provides any Group Company the right or option to purchase the equity interests in any Operating Subsidiary or (z) transfers economic benefits from any Operating Subsidiary to any other Group Company;

(xii) any Contract with respect to the business cooperation or similar arrangement between any Group Company and any public medical institution in China that is material to the Company and its Subsidiaries, taken as a whole;

(xiii) any Contract with respect to management services provided by any Group Company to any medical institution in China that is material to the Company and its Subsidiaries, taken as a whole; and

(xiv) any Contract with the top ten (10) suppliers of healthcare insurances based on the annual aggregate settlement amounts of the Group Companies in fiscal year 2020.

Except as disclosed in Section 4.15(a) of the Disclosure Schedule, as of the date of this Agreement, no Group Company is a party to or bound by any Material Contracts.

(b) With respect to each Material Contract to which any Group Company is a party or is otherwise bound by, (i) none of the Group Companies has breached, or is in default under, nor has any of them received written notice of breach or default under such Material Contract, (ii) to the Knowledge of the Company, no other party to such Material Contract has breached or is in default of any of its obligations thereunder, and (iii) such Material Contract is in full force and effect and is the valid and binding obligation of the Group Company which is a party thereto and, to the Knowledge of the Company, each other party thereto, subject to the Enforceability Exceptions, except in each case of clauses (i), (ii) and (iii) for such breaches, defaults or failures to be in full force and effect or the valid and binding obligation of any party or parties thereto that would not constitute, individually or in the aggregate, a Material Adverse Effect. The Company has furnished or made available to HoldCo true and complete copies of all Material Contracts (including any amendments thereto) in effect as of the date of this Agreement.

Section 4.16 Intellectual Property. Each of the Group Companies owns all right, title and interest in and to, or to the Knowledge of the Company otherwise possesses adequate licenses or other rights to use, all Intellectual Property necessary to conduct its business as conducted on the date of this Agreement, except where the failure to own or possess such rights would not constitute, individually or in the aggregate, a Material Adverse Effect. Except as would not constitute, individually or in the aggregate, a Material Adverse Effect, no Action is pending or, to the Knowledge of the Company, threatened in a writing delivered to any Group Company, claiming that (i) any Group Company has infringed, misappropriated or otherwise violated any Intellectual Property rights of any Person or (ii) any Person has infringed, misappropriated or otherwise violated any Company IP Rights.

Section 4.17 Environmental Matters.

(a) There are no Actions arising under any Environmental Law (each, an "Environmental Claim") that (i) are pending before any Governmental Entity or, to the Knowledge of the Company, threatened in a writing delivered to any Group Company, against any Group Company and (ii) seek to impose, or are reasonably expected to result in the imposition of, any liability or obligation on the Group Companies, except as would not constitute, individually or in the aggregate, a Material Adverse Effect.

(b) Except as would not constitute, individually or in the aggregate, a Material Adverse Effect, (i) each of the Group Companies is, and has been since December 18, 2019, in compliance with all Environmental Laws, (ii) each of the Group Companies holds all material Permits under Environmental Laws as required for the conduct of its business as conducted on this date of this Agreement, (iii) each of the Group Companies is in compliance with such material Permits, (iv) such material Permits are in full force and effect, and (v) no Action is pending by any Governmental Entity of which any Group Company has received written notice or, to the Knowledge of the Company, is threatened by any Governmental Entity, seeking the revocation, limitation or nonrenewal of any such material Permit.

Section 4.18 Insurance. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Group Companies maintain insurance coverage against such risks and in such amounts as the Company believes to be customary for companies of similar size, in its geographic regions and in the respective businesses in which it operates. Except as would not constitute, individually or in the aggregate, a Material Adverse Effect, (a) the Group Companies, and to the Knowledge of the Company any other party to such insurance policies acquired by or on behalf of any Group Company, are in compliance with the terms and provisions of the insurance policies and all premiums due and payable with respect thereto have been paid, (b) none of the Group Companies, and to the Knowledge of the Company, no other Person, has received a notice of cancellation or termination of any such

insurance policy, other than such notices which are received in the ordinary course of business, and (c) there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default, by any Group Company thereunder.

Section 4.19 Affiliate Transactions. There are no agreements, arrangements or understandings between the Group Companies, on the one hand, and any officer, director, shareholder who, to the Knowledge of the Company, owns ten percent (10%) or more of any class or series of the Company's share capital, or Affiliate of the Company (other than its Subsidiaries), on the other hand, that have not been disclosed in the SEC Documents and are of the type that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act.

Section 4.20 Information in the Proxy Statements. None of the information supplied or to be supplied in writing by the Company for inclusion or incorporation by reference in (a) the Schedule 13E-3 will, at the time such document is filed with the SEC and at any time such document is amended or supplemented, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, and (b) the Shareholder Proxy Statement will, at the date it is first mailed to the shareholders of the Company, at the time of the Shareholders Meeting, and at the time the Schedule 13E-3 is filed with the SEC, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. All documents that the Company is responsible for filing with the SEC in connection with the Transactions, to the extent relating to the Company or any of its Subsidiaries or other information supplied by or on behalf of the Company or any of its Subsidiaries for inclusion therein, will comply as to form, in all material respects, with the provisions of the Securities Act or Exchange Act, as applicable, and the rules and regulations of the SEC thereunder. The Warrantholder Proxy Statement will not, at the date it is first mailed to the holders of the Warrants, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. The representations and warranties contained in this Section 4.20 will not apply to statements or omissions included or incorporated by reference in the Schedule 13E-3 or the Proxy Statements to the extent based upon information supplied to the Company by or on behalf of the Parent Parties.

Section 4.21 Opinion of Financial Advisors. The Special Committee has received the written opinion of the Company Financial Advisor, dated the date of this Agreement, to the effect that, as of the date of this Agreement and based on and subject to the assumptions, qualifications, limitations and other matters set forth therein, the Per Share Merger Consideration to be received by holders of Shares (other than holders of Excluded Shares) pursuant to this Agreement is fair, from a financial point of view, to such holders. A copy of such written opinion will be delivered to HoldCo promptly after the date of this Agreement for information purposes only. It is agreed and understood that such opinion may not be relied on by the Parent Parties or any of their respective Affiliates. The Company Financial Advisor has consented to the inclusion of a copy of such opinion in the Proxy Statement.

Section 4.22 Brokers; Expenses. No broker, investment banker, financial advisor or other Person (other than the Company Financial Advisor), is entitled to receive any broker's, finder's, financial advisor's or other similar fee or commission in connection with this Agreement, the Merger, the Warrant Amendment or the other Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

Section 4.23 Anti-Takeover Provisions. The Company is not party to a shareholder rights agreement, "poison pill" or similar anti-takeover agreement or plan. The Company Board has taken all necessary action so that any takeover, anti-takeover, moratorium, "fair price", "control share" or other similar Laws enacted under any Laws applicable to the Company other than the CICL (each, a "Takeover Statute") does not, and will not, apply to this Agreement or the Transactions.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE PARENT PARTIES

The Parent Parties jointly and severally represent and warrant to the Company that:

Section 5.1 Organization and Qualification; Subsidiaries. Each of the Parent Parties (i) is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands, and (ii) has the requisite corporate or similar power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted. Each of the Parent Parties is duly qualified or licensed to do business and is in good standing (with respect to jurisdictions which recognize such concept) in each jurisdiction in which the nature of its business or the ownership, leasing or operation of its properties makes such qualification or licensing necessary, except for those jurisdictions where the failure to be so qualified or licensed or to be in good standing would not reasonably be expected to, individually or in the aggregate, delay or prevent the consummation of the Transactions on or prior to the Outside Date. HoldCo has delivered to or made available to the Company, prior to the execution of this Agreement, true and complete copies of the memorandum and articles of association of each of the Parent Parties, each as amended to date, and each as so delivered is in full force and effect.

Section 5.2 Capitalization.

(a) As of the date hereof, the authorized share capital of HoldCo consists solely of 500,000,000 ordinary shares, par value US$ 0.0001 per share, 10,000 of which are issued and outstanding, which share is duly authorized, validly issued, fully paid and non-assessable. HoldCo was formed solely for the purpose of engaging in the Transactions, has engaged in no other business activities and has conducted its operations only as contemplated hereby.

(b) The authorized share capital of Parent consists solely of 50,000 ordinary shares, par value US$1.00 per share, one (1) of which are issued and outstanding, which share is duly authorized, validly issued, fully paid and non-assessable. All of the issued and outstanding share capital of Parent is, and immediately prior to the Effective Time will be, directly owned by HoldCo, free and clear of any Lien other than any restrictions imposed by applicable Laws. Parent was formed solely for the purpose of engaging in the Transactions, has engaged in no other business activities and has conducted its operations only as contemplated hereby.

(c) The authorized share capital of Merger Sub consists solely of 50,000 ordinary shares, par value US$1.00 per share, of which one (1) ordinary share is issued and outstanding, which share is duly authorized, validly issued, fully paid and non-assessable. All of the issued and outstanding share capital of Merger Sub is, and immediately prior to the Effective Time will be, directly owned by Parent, free and clear of any Lien other than any restrictions imposed by applicable Laws. Merger Sub was formed solely for the purpose of engaging in the Transactions, has engaged in no other business activities and has conducted its operations only as contemplated hereby.

(d) Except for obligations or liabilities incurred in connection with its formation or relating to the Transactions (including pursuant to the Financing Documents), none of the Parent Parties has incurred and will, prior to the Effective Time, incur, directly or indirectly, any obligations or liabilities.

Section 5.3 Authorization; Validity of Agreement; Parent Party Action. Each of the Parent Parties has all necessary power and authority to execute and deliver this Agreement, to perform their respective obligations hereunder and to consummate the Merger and the other Transactions. The execution, delivery and performance by the Parent Parties of this Agreement, and the consummation by each of them of the Merger and the other Transactions, have been duly and validly authorized by all necessary corporate actions, and no other corporate action on the part of any Parent Party is necessary to authorize the execution and delivery by the Parent Parties of this Agreement, and the consummation by it of the Transactions, subject, in the case of the Merger, to the filing of the Plan of Merger with the Registrar of Companies. This Agreement has been duly executed and delivered by the Parent Parties and, assuming due and valid authorization, execution and delivery hereof by the Company, constitutes a legal, valid and binding obligation of each of the Parent Parties enforceable against each of the Parent Parties in accordance with its terms, except that the enforcement hereof may be limited by the Enforceability Exceptions.

Section 5.4 Consents and Approvals; No Violations. None of the execution, delivery or performance of this Agreement by any Parent Party, the consummation by any Parent Party of the Merger or any of the other Transactions or compliance by any Parent Party with any of the provisions of this Agreement will (a) violate, conflict with or result in any breach of any provision of the memorandum and articles of association or other equivalent organizational or governing documents of any Parent Party, (b) require any filing by any Parent Party with, or the obtaining of any permit, authorization, consent or approval of, any Governmental Entity (except

for (i) compliance with any applicable requirements of the Exchange Act, (ii) the filing of the Plan of Merger and related documentation with the Registrar of Companies and the publication of notification of the Merger in the Cayman Islands Government Gazette, (iii) such filings with the SEC as may be required to be made by any Parent Party in connection with this Agreement and the Merger, including the Schedule 13E-3, or (vi) such filings as may be required under the rules and regulations of NYSE in connection with this Agreement or the Merger), (c) result in a modification, violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right, including any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any Contract to which any Parent Party is a party, or (d) violate any Law applicable to the Parent Parties or any of their respective properties, assets or operations; except in each of clauses (b), (c) or (d) where (A) any failure to obtain such permits, authorizations, consents or approvals, (B) any failure to make such filings, or (C) any such modifications, violations, rights, impositions, breaches or defaults has not had and would not reasonably be expected to, individually or in the aggregate, delay or prevent the consummation of the Transactions on or prior to the Outside Date.

Section 5.5 Available Funds and Financing.

(a) Each of the Parent Parties affirms that it is not a condition to the Closing or to any of its other obligations under this Agreement that any Parent Party obtain financing for, or related to, any of the transactions contemplated by this Agreement. Parent has delivered, on or prior to the date of this Agreement, to the Company true and complete copies of (i) certain executed commitment letters (including any and all related agreed form facility agreements, exhibits, schedules, annexes and supplements thereto, and including any related fee letters as described below) from the financial institutions named therein (as the same may be amended or modified pursuant to as permitted in accordance with Section 7.5) (collectively, the "Debt Commitment Letters") (which, in the case of the related fee letters, may be redacted with respect to any fee amounts, "market flex", pricing terms and other commercially sensitive terms which, in each case, would not reasonably be expected to affect the conditionality, enforceability, availability, termination or the aggregate principal amount of the Debt Financing), confirming their respective commitments, subject to the terms and conditions thereof, to provide or cause to be provided the respective cash amounts set forth therein for the purpose of financing the Merger Consideration and any other amounts required to consummate the Transactions (subject to the adjustments set forth in Section 7.5(h), the "Debt Financing"), (ii) executed equity commitment letters from Unicorn Holding Partners LP, Aspex Master Fund, Yunqi China Special Investment A, WSCP VIII EMP Onshore Investments, L.P., WSCP VIII EMP Offshore Investments, L.P., West Street Capital Partners VIII, L.P., West Street Capital Partners VIII - Parallel, L.P., WSCP VIII Offshore Investments, SLP, Goldman Sachs Asia Strategic II Pte. Ltd., West Street Private Markets 2021, L.P., Warburg Pincus (Callisto) Global Growth (Cayman), L.P., Warburg Pincus (Europa) Global Growth (Cayman), L.P., Warburg Pincus Global Growth-B (Cayman), L.P., Warburg Pincus Global Growth-E (Cayman), L.P., Warburg Pincus Global Growth Partners (Cayman), L.P., WP Global Growth Partners (Cayman), L.P., Warburg Pincus China-Southeast Asia II (Cayman), L.P., Warburg Pincus China-Southeast Asia II-E (Cayman), L.P., WP China-Southeast Asia II Partners (Cayman), L.P., Warburg Pincus China-Southeast Asia II Partners, L.P., Proprium Real Estate Special Situations Fund, LP, Yi Fang Da Sirius Inv. Limited, Gaorong Partners Fund V, L.P., Gaorong Partners Fund V-A, L.P., Pleiad Asia Master Fund, Pleiad Asia Equity Master Fund and Newquest Asia Fund IV (Singapore) Pte. Ltd. (subject to the adjustments set forth in Section 7.5(h), the "Equity Financing Sources") (the "Equity Commitment Letters" and, together with the Debt Commitment Letters and any definitive agreements executed pursuant to such Equity Commitment Letters and Debt Commitment Letters, the "Financing Documents") pursuant to which the Equity Financing Sources have, subject to the terms and conditions thereof, committed to provide or cause to be provided the respective cash amounts set forth therein for the purpose of financing the Merger Consideration and any other amounts required to consummate the Transactions (subject to the adjustments set forth in Section 7.5(h), the "Equity Financing" and, together with the Debt Financing or, if applicable, the Alternative Financing, the "Financing"), and (iii) the Support Agreement. The Equity Commitment Letters provide, and will continue to provide, that the Company is a third-party beneficiary and entitled to enforce such Equity Commitment Letters in accordance with the terms and conditions set forth therein.

(b) As of the date hereof, (i) each of the Financing Documents and the Support Agreement in the form so delivered, is in full force and effect and constitutes a legal, valid and binding obligation of HoldCo, Parent and/or Merger Sub, the Equity Financing Sources and, to the Knowledge of HoldCo, the other parties thereto, subject to the Enforceability Exceptions, and (ii) none of the Financing Documents and the Support Agreement has been amended or modified and no such amendment or modification

is contemplated except for any such amendment or modification as permitted in accordance with Section 7.5, and the respective commitments contained in the Financing Documents and the Support Agreement have not been withdrawn, terminated or rescinded in any material respect (other than as permitted in accordance with Section 7.5) and no such withdrawal, termination or rescission is contemplated.

(c) Assuming (A) the Financing is funded in accordance with the Financing Documents and the transactions contemplated by the Support Agreement are consummated in accordance with the terms therein (after giving effect to any "market flex" provisions), and (B) the satisfaction of the conditions to the obligation of the Parent Parties to consummate the Merger as set forth in Section 8.1 and Section 8.2 or the waiver of such conditions, the Parent Parties will have available to them, as of the Effective Time, all funds necessary for the Parent Parties and the Surviving Entity to pay (x) the Merger Consideration, and (y) any other amounts required to be paid in connection with the consummation of the Transactions upon the terms and conditions contemplated hereby and all related fees and expenses associated therewith.

(d) The Financing Documents contain all of the conditions precedent to the obligations of the parties thereunder to make the Financing available to the Parent Parties on the terms and conditions contained therein. There are no side letters or other contracts or arrangements (oral or written) related to the Financing that would affect the conditions, enforceability, termination or the amount of the Financing (except for (x) those as expressly set forth in the Financing Documents and (y) customary engagement letters and non-disclosure agreements that do not impact the conditionality or amount of the Financing).

(e) The Parent Parties have fully paid, or caused to be paid, any and all fees, if any, that are payable on or prior to the date hereof under the Debt Commitment Letters and will pay when due all other fees arising under the Debt Commitment Letters as and when they become due and payable thereunder.

(f) As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of any Parent Party or the Equity Financing Sources, or, to the Knowledge of HoldCo, any other parties thereto, under the Financing Documents; or, to the Knowledge of HoldCo, would otherwise excuse or permit the financing sources under any Financing Documents to refuse to fund their respective obligations under the Financing Documents. As of the date of this Agreement, the Parent Parties do not have any reason to believe that any of the conditions to the Financing will not be satisfied or that the Financing will not be available in full to the Parent Parties at the Effective Time.

Section 5.6 Limited Guarantee. Each Limited Guarantee has been duly and validly executed and delivered by the relevant Guarantor and is in full force and effect, and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with the terms thereof subject to the Enforceability Exceptions, and no event has occurred that, with or without notice, lapse of time or both, would constitute a default on the part of such Guarantor under such Limited Guarantee.

Section 5.7 Ownership of Equity Securities. As of the date hereof, other than the Shares and Warrants set out under the heading "Existing Securities" in Schedule A of the Support Agreement, none of the Parent Parties, the Rollover Securityholders and the other Buyer Group Parties and to the Knowledge of HoldCo, the respective Affiliates of the foregoing persons, beneficially owns (as such term is used in Rule 13d-3 promulgated under the Exchange Act) any Shares or Warrants or any other securities of, or any other economic interest (through derivative securities or otherwise) in, the Company or any option, warrants or other rights to acquire or vote any Shares or securities of the Company, or to acquire any other economic interest (through derivative securities or otherwise) in the Company.

Section 5.8 Buyer Group Contracts. HoldCo has delivered to the Company true, correct and complete copies of the Buyer Group Contracts. Other than the Buyer Group Contracts and any other Contract that has been publicly disclosed in the SEC Documents prior to the date hereof, there is no Contract, whether written or oral, (a) between the Parent Parties, any other Buyer Group Parties or any of their respective Affiliates, on the one hand, and any director, officer, employee or shareholder of the Company and its Subsidiaries, on the other hand, that relates in any way to the disposition or voting of any Shares in connection with the Transactions, (b) pursuant to which any shareholder or warrantholder of the Company would be entitled to receive consideration of a different amount or nature other than the applicable Merger Consideration in connection with the Transactions, or (c) pursuant to which any shareholder or warrantholder of the Company has agreed to vote to approve this Agreement or the Merger or the Warrant Amendment or has agreed to vote against any Competing Proposal, Superior Proposal or Alternative Warrant Proposal.

Section 5.9 Litigation. As of the date hereof, there is no Action pending against (or to the Knowledge of HoldCo, threatened in writing against or naming as a party thereto), any Parent Party that would reasonably be expected to, individually or in the aggregate, prevent or materially impair or delay the consummation of the Merger. Neither HoldCo nor any of its Subsidiaries is, as of the date hereof, subject to any outstanding Order which has had or would reasonably be expected to, individually or in the aggregate, delay or prevent the consummation of the Transactions on or prior to the Outside Date.

Section 5.10 Non-Reliance on Company Estimates. The Company has made available to the Parent Parties or their respective Affiliates and Representatives, and may continue to make available, certain estimates, projections and other forecasts for the business of the Company and its Subsidiaries and certain plan and budget information. Each of the Parent Parties hereby acknowledges and agrees that (a) these estimates, projections, forecasts, plans and budgets and the assumptions on which they are based were prepared for specific purposes and may vary significantly from each other, (b) there are uncertainties inherent in attempting to make such estimates, projections, forecasts, plans and budgets, (c) the Parent Parties are taking full responsibility for making their own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to them (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans and budgets), and (d) none of the Parent Parties is relying on any estimates, projections, forecasts, plans or budgets (or the accuracy or completeness thereof) furnished by the Company, its Subsidiaries or their respective Affiliates and Representatives, and none of the Parent Parties shall, and shall cause their respective Affiliates and Representatives not to, hold any such Person liable with respect thereto.

Section 5.11 Independent Investigation. Each of the Parent Parties has conducted its own independent review and analysis of the business, operations, assets, Intellectual Property, technology, liabilities, results of operations, financial condition and prospects of the Company and its Subsidiaries, which investigation, review and analysis were performed by the Parent Parties, their respective Affiliates and Representatives. Each of the Parent Parties acknowledges that it, its Affiliates and Representatives have been provided sufficient access to personnel, properties, premises and records of the Company and its Subsidiaries for such purposes. In entering into this Agreement, each of the Parent Parties acknowledges and agrees that it has relied solely on the aforementioned investigation, review and analysis and not on any statements, representations or opinions of any of the Company, its Affiliates or their respective Representatives, except for the representations and warranties of the Company set forth in Article IV.

Section 5.12 Solvency. None of the Parent Parties is entering into the Transactions with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the Transactions, including the Financing and the payment of the Merger Consideration and all other amounts required to be paid in connection with the consummation of the Transactions, assuming satisfaction of the conditions to the obligations of the Parent Parties to consummate the Transactions as set forth herein, or the waiver of such conditions, the Surviving Entity will be solvent (as such term is used under the Laws of the Cayman Islands) at and immediately after the Effective Time.

Section 5.13 Schedule 13E-3; Proxy Statements. None of the information supplied or to be supplied in writing by any Parent Party for inclusion or incorporation by reference in (a) the Schedule 13E-3 will, at the time such document is filed with the SEC and at any time such document is amended or supplemented, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, (b) the Shareholder Proxy Statement will, at the date it is first mailed to the shareholders of the Company, at the time of the Shareholders Meeting, and at the time the Schedule 13E-3 is filed with the SEC, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, and (c) the Warrantholder Proxy Statement will, at the date it is first mailed to the warrantholders of the Company, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. The representations and warranties contained in this Section 5.13 will not apply to statements or omissions included or incorporated by reference in the Schedule 13E-3 or the Proxy Statements to the extent based upon information supplied by or on behalf of the Company.

Section 5.14 Brokers; Expenses. No broker, investment banker, financial advisor or other Person, is entitled to receive any broker's, finder's, financial advisor's or other similar fee or commission in connection with this Agreement, the Merger or the Warrant Amendment based upon arrangements made by or on behalf of the Parent Parties or any of their Subsidiaries.

ARTICLE VI

CONDUCT OF BUSINESS PENDING THE MERGER

Section 6.1 Conduct of Business. Except (a) as contemplated or permitted by this Agreement, (b) as required by applicable Law, (c) as set forth in Section 6.1 of the Disclosure Schedule, or (d) as consented to in writing by HoldCo (which consent shall not be unreasonably withheld, delayed or conditioned), during the period from the date of this Agreement until the earlier of (A) the Effective Time and (B) the termination of this Agreement pursuant to Section 9.1, the Company (x) shall and shall cause its Subsidiaries to, conduct its business in the ordinary course of business in all material respects and use commercially reasonable efforts to preserve its business organization substantially intact and maintain its existing material relations and goodwill with key customers, suppliers, creditors and those Persons with whom the Company or any of its Subsidiaries has business relationships that are material to the Company and its Subsidiaries, taken as a whole, (y) shall and shall cause its Subsidiaries to, use commercially reasonable efforts to keep available the services of their current officers and key employees, and (z) shall not, and shall cause its Subsidiaries not to:

(i) amend its memorandum and articles of association or equivalent organizational documents (other than immaterial amendments to the organization documents of Group Companies organized in the PRC in the ordinary course of business, including without limitation, change of registered address), the Warrant Agreement or any Warrant;

(ii) (A) split, combine, subdivide or reclassify any shares of capital stock, any Warrant or any other equity securities or ownership interests of the Company or any of its Subsidiaries; (B) declare, set aside or pay any dividend on or make any other distributions (whether in cash, stock, property or otherwise) with respect to shares of capital stock of the Company or any of its Subsidiaries or other equity securities or ownership interests in the Company or any of its Subsidiaries, except for the declaration and payment of dividends or other distributions (x) pursuant to the previously announced dividend policy or dividend declared prior to the date hereof or (y) to the Company or to a wholly-owned Subsidiary of the Company; and (C) except as required by the Company Equity Plan and in accordance with its terms as in effect on the date hereof, redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, any Company Equity Interests, except (x) from holders of Company RSU Awards or Company Options in full or partial payment of any purchase price and any applicable Taxes payable by such holder upon the lapse of restrictions on, or exercise, settlement or vesting of, the Company RSU Awards or Company Options, or (y) for redemption, purchase or acquisition between or among the Company and its wholly-owned Subsidiaries;

(iii) issue, sell, pledge, dispose of, encumber or grant any Shares or any capital stock of the Company's Subsidiaries, or any options, warrants, convertible securities or other rights of any kind to acquire any Shares or any capital stock or other equity interests of the Company's Subsidiaries, except for (A) issuances to the Company or a wholly-owned Subsidiary of the Company, (B) the transfer or other disposition of securities solely between or among the Company and its wholly-owned Subsidiaries, (C) issuances, sales, pledge, disposition, encumbrance or grant pursuant to existing Contracts (including the Existing Facility Agreement) in effect as of the date hereof, or (D) issuances, sales, pledge, disposition, encumbrance or grant as a result of the exercise of the Warrants or the Company Options or settlement of Company RSU Awards in each case in accordance with their respective terms as in effect on the date hereof;

(iv) acquire or agree to acquire (including by merger, consolidation or acquisition of stock or assets, or otherwise), directly or indirectly, any assets, property, securities, interests or businesses at a total cost in excess of US$10,000,000 in the aggregate, in each case other than (A) in the ordinary course of business, (B) pursuant to existing Contracts (including the Existing Facility Agreement) in effect as of the date hereof, or (C) as set forth in the annual budget made available to HoldCo;

(v) sell, pledge, lease, assign, license or otherwise transfer, dispose of or encumber or create or incur any Lien (other than a Permitted Lien) on any property or assets of the Company or any of its Subsidiaries, except (A) increased obligations under existing Liens resulting from Indebtedness incurred in accordance with Section 6.1(iv), (B) with respect to property or assets with a value of less than US$10,000,000 in the aggregate, (C) pursuant to existing Contracts (including the Existing Facility Agreement) in effect as of the date hereof, (D) between or among the Company and its wholly-owned

Subsidiaries, (E) in the ordinary course of business, or (F) with respect to Intellectual Property, such actions that are taken for the purpose of abandoning, permitting to lapse or expire, or otherwise disposing of obsolete or immaterial assets.

(vi) make any loans, advances or capital contributions to, or investments in, any other Person (including to any of its officers, directors, Affiliates, agents or consultants), or enter into any "keep well" or similar agreement to maintain the financial condition of another entity, in each case, in excess of US$5,000,000 in a single transaction or series of related transactions, other than in the ordinary course of business or by the Company or a wholly-owned Subsidiary thereof to the Company or a wholly-owned Subsidiary thereof;

(vii) (x) incur, create, assume, refinance or replace any Indebtedness for borrowed money or issue or amend or modify the terms of any debt securities, individually for an amount in excess of US$1,000,000 and in the aggregate in an amount in excess of US$10,000,000, or (y) assume, guarantee or endorse, or otherwise become responsible (whether directly, contingently or otherwise) for the Indebtedness of any other Person (other than a wholly-owned Subsidiary of the Company), individually for an amount in excess of US$1,000,000 and in the aggregate in an amount in excess of US$10,000,000, in each case of (x) and (y), except (A) in the ordinary course of business, (B) Indebtedness incurred under the Company's or its Subsidiaries' existing credit facilities as in effect on the date hereof (including Indebtedness incurred under the Existing Facility Agreement), (C) intercompany loans between the Company and any of its Subsidiaries or between any Subsidiaries of the Company, or (D) the refinancing of any existing Indebtedness of the Company or any of its Subsidiaries to the extent that (x) the material terms and conditions of any newly incurred Indebtedness are reasonable market terms, and (y) the aggregate principal amount of such Indebtedness is not increased as a result of such refinancing;

(viii) (x) enter into any Contract that would have been a Material Contract if it had been in effect as of the date of this Agreement, or (y) renew, materially modify or amend, terminate, or waive, release, compromise or assign any material rights or claims under, any Material Contract which calls for annual aggregate payments of US$5,000,000 or more and which cannot be terminated without material surviving obligations or material penalty upon notice of ninety (90) days or less, in each case of (x) and (y) not in the ordinary course of business, other than (A) any termination or renewal in accordance with the terms of any existing Material Contract that occur automatically without any action by the Company or any of its Subsidiaries, (B) as may be reasonably necessary to comply with the terms of this Agreement, or (C) actions permitted under Section 6.1(v);

(ix) without prejudice to clause (xiii) below, settle or compromise any Action, in each case made or pending against the Company or any of its Subsidiaries, other than settlements (A) requiring the Company or its Subsidiaries to pay monetary damages not exceeding US$1,500,000, (B) covered by existing insurance, and (C) not involving the admission of any wrongdoing by the Company or any of its Subsidiaries;

(x) (A) establish, adopt, enter into, materially amend or terminate any Benefit Plan or collective bargaining agreement, or any plan, program, policy, or arrangement that would be a Benefit Plan if in effect on the date of this Agreement, (B) materially increase the compensation or severance payable or to become payable to any current or former director, officer, employee or independent contractor of the Company or any of its Subsidiaries, other than in the ordinary course of business consistent with past practice for employees with annual base compensation less than US$500,000, (C) pay any bonus or severance pay to any current or former director, officer, employee or independent contractor of the Company or any of its Subsidiaries other than in the ordinary course of business or in accordance with the terms of a Benefit Plan as in effect on the date hereof, (D) grant any stock option, stock appreciation rights, restricted shares, restricted stock units or equity based compensatory awards, (E) accelerate the payment, right to payment or vesting of any compensation or benefits, including any Company Options or Company RSU Awards, (F) take any action to materially fund or in any other way secure the payment of compensation or benefits under any Benefit Plan or any plan, program, policy, practice or arrangement that would be a Benefit Plan if in effect on the date of this Agreement, (G) hire any person whose annual base compensation is expected to exceed US$500,000, or (H) terminate the employment of any person whose annual base compensation exceeds US$500,000, other than a termination by the Company or any of its Subsidiaries for cause; except, in the case of each of clauses (A) through (G), as required by applicable Law or required by any Benefit Plan;

(xi) make any material change to its methods of accounting in effect at December 31, 2019, except as required by a change in IFRS (or any interpretation thereof) or in applicable Law;

(xii) enter into any new line of business that is outside of the Company's existing business as of the date hereof and is material to the Company and its Subsidiaries taken as a whole;

(xiii) make, change or revoke any material Tax election, amend any material Tax Return, enter into any material closing agreement with respect to Taxes, surrender any right to claim a refund of material Taxes, settle or finally resolve any audit, proceeding or controversy with respect to material Taxes, change any method of Tax accounting, request any ruling with respect to material Taxes, consent to any extension or waiver of the limitation period applicable to any material Taxes;

(xiv) adopt a plan of merger, complete or partial liquidation or a dissolution, consolidation, recapitalization or bankruptcy reorganization of the Company or any of its Subsidiaries;

(xv) make or incur any capital expenditures (or any obligations or liabilities in respect thereof) or other investments in excess of US$15,000,000, except for (A) ordinary course capital expenditures necessary to maintain assets in good repair consistent with the past practice, or (B) as set forth in the annual budget made available to HoldCo;

(xvi) transfer or license from any Person any rights to any Intellectual Property, or transfer or license to any Person any rights to any material Company IP Rights, in each case not in the ordinary course of business;

(xvii) abandon, fail to maintain or allow to lapse, including by failure to pay the required fees in any jurisdiction, or disclaim, dedicate to the public, sell, assign or grant any security interest in, to or under any material Company IP Rights;

(xviii) fail to keep in force insurance policies that provide insurance coverage with respect to the assets, operations and activities of the Company or any of its Subsidiaries as are currently in effect and are material to the Company and its Subsidiaries taken as a whole; or

(xix) agree, resolve or authorize or commit to do any of the foregoing.

Nothing contained in this Agreement is intended to give any Parent Party, directly or indirectly, the right to control or direct the operations of the Company or any of its Subsidiaries prior to the Effective Time. Prior to the Effective Time, each of the Company and its Subsidiaries shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its respective Subsidiaries' operations.

Section 6.2 Conduct of Business by the Parent Parties Pending the Closing. Each of the Parent Parties agrees that, from the date hereof until the earlier of (i) the Effective Time and (ii) the termination of this Agreement pursuant to Section 9.1, it shall not (a) take any action or fail to take any action (including any action with respect to a third party) that is intended to or would reasonably be likely to result in any of the conditions to effect the Transactions becoming incapable of being satisfied, or (b) take any action or fail to take any action (including any action with respect to a third party), the taking or failure to take, as applicable, would, or would be reasonably likely to, individually or in the aggregate, prevent, materially delay or materially impede the ability of any Parent Party to consummate the Merger or the other Transactions.

Section 6.3 Non-Solicit; Change in Recommendation.

(a) Except as expressly permitted by this Section 6.3, the Company shall and shall cause each of its Subsidiaries and their respective Representatives acting in such capacity to (i) immediately cease and cause to be terminated any and all existing solicitations, discussions or negotiations, if any, with any third party, its Representatives and its financing sources conducted prior to the date hereof with respect to any Competing Proposal or Alternative Warrant Proposal, and shall request any such third party, its Representatives and its financing sources in possession of non-public information heretofore furnished to such Person by or on behalf of the Company and its Subsidiaries to return to the Company or destroy such non-public information, (ii) from the date hereof until the earlier of (x) the Effective Time and (y) the termination of this Agreement pursuant to Section 9.1, not release any third party from, or waive any provisions of, any confidentiality or standstill agreement to which it or any of its Subsidiaries is a party with respect to any Competing Proposal or Alternative Warrant Proposal unless the Company releases or waives the corresponding provision in the Confidentiality Agreement, and (iii) from the date hereof until the earlier of (x) the Effective Time and (y) the termination of this Agreement pursuant to Section 9.1, not, directly or indirectly, (A) solicit, initiate, knowingly encourage or knowingly facilitate a

Competing Proposal or Alternative Warrant Proposal, (B) engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other Person nonpublic information in connection with or for the purpose of encouraging or facilitating, a Competing Proposal or Alternative Warrant Proposal, (C) approve, endorse or recommend any Competing Proposal or Alternative Warrant Proposal or authorize or execute or enter into any letter of intent, option agreement, agreement in principle or other Contract (other than an Acceptable Confidentiality Agreement) contemplating or otherwise relating to a Competing Proposal or Alternative Warrant Proposal, or (D) propose or agree to do any of the foregoing.

(b) Notwithstanding anything to the contrary contained in Section 6.3(a), if, at any time on or after the date hereof and prior to the date on which the Shareholder Approval has been obtained, the Company or any of its Representatives receives an unsolicited, bona fide written Competing Proposal from any Person or group of Persons, which Competing Proposal did not arise or result from a breach of Section 6.3(a) (other than immaterial non-compliance that does not adversely affect any Parent Party), (i) the Company and its Representatives may contact such Person or group of Persons solely to request clarification of the terms and conditions thereof and to notify such Person or group of Persons of the restrictions of this Section 6.3, and (ii) if the Company Board (acting upon recommendation of the Special Committee) or the Special Committee determines in good faith, after consultation with an independent financial advisor and outside legal counsel, that such Competing Proposal constitutes, or would reasonably be expected to lead to, a Superior Proposal, then the Company and its Representatives may (A) furnish, pursuant to an Acceptable Confidentiality Agreement, information (including non-public information) with respect to the Company and its Subsidiaries to the Person or group of Persons who has made such Competing Proposal; provided that the Company shall provide to HoldCo any non-public information concerning the Company or any of its Subsidiaries that is provided to any Person given such access which was not previously provided to HoldCo or its Representatives, prior to or substantially concurrently with the provision of such information to such third party, and (B) engage in or otherwise participate in discussions or negotiations with the Person or group of Persons making such Competing Proposal.

(c) Except as expressly permitted by this Section 6.3(c), Section 6.3(d) or Section 6.3(e), neither the Company Board (acting upon recommendation of the Special Committee) nor the Special Committee shall (i) fail to recommend to the Company's shareholders that the Shareholder Approval be given, or fail to include the Company Board Recommendation in the Proxy Statements, (ii) change, qualify, withhold, withdraw or modify, in each case, in a manner adverse to HoldCo, the Company Board Recommendation, (iii) fail to recommend against any Competing Proposal that is a tender offer or exchange offer (including by disclosing that it is taking no position with respect to the acceptance of such tender offer or exchange offer by the Company's shareholders, which shall constitute a failure to recommend against acceptance of such tender offer or exchange offer, provided that a customary "stop, look and listen" communication by the Company Board pursuant to Rule 14d-9(f) of the Exchange Act or a statement that the Company Board has received and is currently evaluating such Competing Proposal shall not be prohibited or deemed to be an Adverse Recommendation Change) within ten (10) Business Days following the commencement (within the meaning of Rule 14d-2 under the Exchange Act) of such Competing Proposal, or (iv) adopt, approve or recommend, publicly propose to approve or recommend, a Competing Proposal, or publicly propose to enter into or cause or authorize the Company to enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement or other similar Contract with respect to a Competing Proposal (other than an Acceptable Confidentiality Agreement entered into in compliance with Section 6.3(b)) (each, an "Alternative Acquisition Agreement") (any of the foregoing actions being referred to under (i) to (iv), an "Adverse Recommendation Change").

(d) Notwithstanding anything to the contrary herein, prior to the date on which the Shareholder Approval has been obtained, if the Company has received a Competing Proposal that was not obtained in breach of Section 6.3(a) (other than immaterial non-compliance that does not adversely affect any Parent Party) and the Company Board (acting upon recommendation of the Special Committee) or the Special Committee has determined in good faith, after consultation with an independent financial advisor and outside legal counsel, (x) that failure to make an Adverse Recommendation Change with respect to such Competing Proposal would be inconsistent with the directors' fiduciary duties under applicable Law, and (y) that such Competing Proposal constitutes a Superior Proposal, after giving effect to all of the adjustments which may be offered by HoldCo pursuant to the following provisos, then the Company Board (acting upon recommendation of the Special Committee) or the Special Committee may effect an Adverse Recommendation Change and/or authorize the Company to terminate this Agreement and/or enter into an Alternative Acquisition Agreement with respect to such Superior Proposal; provided, that, prior to making such Adverse Recommendation Change, (1) the

Company shall have given HoldCo at least five (5) Business Days' prior written notice of its intention to take such action, which notice shall describe the material terms and conditions of the Superior Proposal that is the basis for such action (it being understood that such material terms shall include the identity of the third party making the Superior Proposal), (2) if requested by HoldCo, the Company shall have negotiated, and shall have caused its Representatives to negotiate, in good faith with HoldCo during such notice period to enable HoldCo to propose revisions to the terms of this Agreement such that it would cause such Superior Proposal to no longer constitute a Superior Proposal, and (3) following the end of such notice period, the Company Board (acting upon recommendation of the Special Committee) or the Special Committee shall have considered in good faith any proposed revisions to this Agreement proposed in writing by HoldCo, and shall have determined in good faith, following consultation with an independent financial advisor and outside legal counsel, that the Superior Proposal would continue to constitute a Superior Proposal if such revisions were to be given effect, and that failure to make an Adverse Recommendation Change with respect to the Superior Proposal would be inconsistent with the directors' fiduciary duties under applicable Law; provided, further, that in the event of any material change to the material terms of such Superior Proposal, such materially changed Superior Proposal shall be deemed a new Superior Proposal and the Company shall, in each case, be required to again comply with the requirements set forth in the preceding proviso, except that the notice period referred to in subclause (1) thereof shall be at least three (3) Business Days.

(e) Notwithstanding anything to the contrary herein, prior to the date on which the Shareholder Approval has been obtained, the Company Board (acting upon recommendation of the Special Committee) or the Special Committee may make an Adverse Recommendation Change (other than in response to a Superior Proposal, which shall be governed by Section 6.3(c)) if and only if (i) a material development or change in circumstances that materially improves or would be reasonably likely to materially improve the financial condition, business or results of operation of the Company and its Subsidiaries, taken as a whole has occurred or arisen or first become known to the Special Committee after the date of this Agreement that was neither known to such party nor reasonably foreseeable as of the date of this Agreement (an "Intervening Event"; provided that in no event shall the receipt, existence of or terms of a Competing Proposal or a Superior Proposal or an Alternative Warrant Proposal constitute an Intervening Event), (ii) the Company Board (acting upon recommendation of the Special Committee) or the Special Committee has determined in good faith, after consultation with an independent financial advisor and outside legal counsel, that failure to make such Adverse Recommendation Change would be inconsistent with the directors' fiduciary duties under applicable Law, and (iii) (A) the Company shall have given HoldCo at least five (5) Business Days' prior written notice of its intention to make such Adverse Recommendation Change, which notice shall specify in reasonable detail the reasons therefor and describe with reasonable details the Intervening Event, (B) if requested by HoldCo, the Company shall have negotiated, and shall have caused its Representatives to negotiate, in good faith with HoldCo during such notice period, to enable HoldCo to propose revisions to the terms of this Agreement, and (C) following the end of such notice period, the Company Board (acting upon recommendation of the Special Committee) or the Special Committee shall have considered in good faith any proposed revisions to this Agreement proposed in writing by HoldCo, and shall have determined in good faith, after consultation with an independent financial advisor and outside legal counsel and taking into account any revisions to this Agreement proposed by HoldCo, that failure to make such Adverse Recommendation Change would be inconsistent with the directors' fiduciary duties under applicable Law.

(f) Nothing in this Agreement shall prohibit the Company, the Company Board or the Special Committee from: (i) taking and disclosing to the shareholders of the Company a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act (or any similar communication to shareholders of the Company in connection with the making or amendment of a tender offer or exchange offer), (ii) making any "stop, look and listen" communication to the Company's shareholders pursuant to Rule 14d-9(f) promulgated under the Exchange Act (or any similar communications to the shareholders of the Company), or (iii) making any legally required disclosure, including disclosure of factual information regarding the business, financial condition or results of operations of the Company and its Subsidiaries.

(g) The Company shall notify HoldCo promptly (but in no event later than forty-eight (48) hours) after its receipt of any Competing Proposal or Alternative Warrant Proposal, or any material change to any terms of a Competing Proposal or Alternative Warrant Proposal previously disclosed to HoldCo. Such notice shall be in writing, and shall specify in reasonable detail the identity of the Person making the Competing Proposal or Alternative Warrant Proposal and all material terms and conditions of such Competing Proposal or Alternative Warrant Proposal, inquiry, proposal, offer or request. The Company shall also promptly, and in any event within forty-eight (48) hours, notify HoldCo in writing if it enters into discussions or negotiations concerning any Competing Proposal or Alternative Warrant Proposal in accordance with this Section 6.3. In addition, following the date hereof, the Company shall keep HoldCo reasonably informed on a reasonably current basis of any material developments, discussions or negotiations regarding any Competing Proposal or Alternative Warrant Proposal. The Company agrees that it and its Subsidiaries will not enter into any

confidentiality agreement with any Person subsequent to the date of this Agreement which prohibits it from providing any information to HoldCo in accordance with this Section 6.3.

(h) The Company shall not submit to the vote of its shareholders or warrantholders any Competing Proposal or any Alternative Warrant Proposal other than the Merger and the Warrant Amendment, respectively, prior to the termination of this Agreement.

Section 6.4 Proxy Statements and Schedule 13E-3.

(a) As soon as practicable following the date hereof, and no later than twenty (25) Business Days following the date of this Agreement, the Company shall prepare and cause to be filed with the SEC, with the cooperation and assistance of the Parent Parties, the Proxy Statements. Concurrently with the preparation of the Proxy Statements, the Company and the Parent Parties shall (and HoldCo shall procure each other Buyer Group Party to) jointly prepare and cause to be filed with the SEC a Rule 13e-3 transaction statement on Schedule 13E-3 relating to the authorization and approval of this Agreement, the Plan of Merger and the Transactions by the shareholders of the Company (such Schedule 13E-3, as amended or supplemented, being referred to herein as the "Schedule 13E-3"). Each of the Company and the Parent Parties shall (and HoldCo shall procure each other Buyer Group Party to) use its reasonable best efforts to ensure that the Proxy Statements and the Schedule 13E-3 comply in all material respects with the requirements of the Exchange Act and the rules and regulations promulgated thereunder. Subject to Section 6.3, the Company shall include the Company Board Recommendation in the Proxy Statements. Each of the Company and the Parent Parties shall (and HoldCo shall procure each other Buyer Group Party to) use its reasonable best efforts to respond promptly to any comments of the SEC with respect to the Proxy Statements and the Schedule 13E-3. Each of the Parent Parties shall (and HoldCo shall procure each other Buyer Group Party to) provide reasonable and timely assistance and cooperation to the Company in the preparation, filing and distribution of the Proxy Statements, the Schedule 13E-3 and the resolution of comments from the SEC. Upon its receipt of any comments from the SEC or its staff or any request from the SEC or its staff for amendments or supplements to the Proxy Statements and the Schedule 13E-3, the Company shall promptly notify the Parent Parties and shall provide HoldCo with copies of all correspondence between the Company and its Representatives, on the one hand, and the SEC and its staff, on the other hand, relating to the Proxy Statements or the Schedule 13E-3. Prior to filing the Schedule 13E-3 or mailing the Proxy Statements (or in each case, any amendment or supplement thereto) or responding to any comments of the SEC with respect thereto, the Company (i) shall provide the Parent Parties with a reasonable period of time to review and comment on such document or response and (ii) shall consider in good faith all additions, deletions or changes reasonably proposed by HoldCo in good faith.

(b) Each of the Company and the Parent Parties shall (and HoldCo shall procure each other Buyer Group Party to) furnish all information concerning itself and its respective Affiliates that is required to be included in the Proxy Statements or that is customarily included in proxy statements prepared in connection with transactions of the type contemplated by this Agreement, and each of the Company and the Parent Parties shall (and HoldCo shall procure each other Buyer Group Party to) promptly furnish all information concerning such Party to the others as may be reasonably requested in connection with the preparation, filing and distribution of the Proxy Statements, the Schedule 13E-3 or any other documents filed or to be filed with the SEC in connection with the Transactions. Each of the Parent Parties and the Company agrees, as to itself and its respective Affiliates or Representatives, that none of the information supplied or to be supplied by the Parent Parties or the Company, as applicable, expressly for inclusion or incorporation by reference in the Proxy Statements, the Schedule 13E-3 or any other documents filed or to be filed with the SEC in connection with the Transactions, will, as of the time such documents (or any amendment thereof or supplement thereto) are mailed to the holders of Shares and at the time of the Shareholders Meeting, contain any untrue statement of a material fact, or omit to state any material fact required to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of the Parent Parties and the Company further agrees that all documents that such Party is responsible for filing with the SEC in connection with the Merger will comply as to form and substance in all material respects with the applicable requirements of the Securities Act, the Exchange Act and any other applicable Laws and that all information supplied by such Party for inclusion or incorporation by reference in such document will not contain any untrue statement of a material fact, or omit to state any material fact required to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If at any time prior to the Effective Time, any event or circumstance relating to the Parent Parties or the Company, or their respective Affiliates, officers or directors, should be discovered that should be set forth in an amendment or a supplement to the Proxy Statements or the Schedule 13E-3 so that such document would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Party discovering such event or circumstance shall promptly inform the other Parties and an appropriate amendment or supplement describing such event or circumstance shall be promptly

filed with the SEC and disseminated to the shareholders of the Company to the extent required by Law; provided that prior to such filing, the Company and HoldCo, as the case may be, shall consult with each other with respect to such amendment or supplement and shall afford the other Parties and their Representatives a reasonable opportunity to comment thereon.

Section 6.5 Shareholders Meeting.

(a) As soon as reasonably practicable after the SEC confirms that it has no further comments on the Schedule 13E-3 and the Shareholder Proxy Statement, but in any event no later than fifteen (15) days after such confirmation, the Company shall (i) establish a record date for determining shareholders of the Company entitled to vote at the Shareholders Meeting (the "Shareholder Record Date") and shall not change such Shareholder Record Date or establish a different record date for the Shareholders Meeting without the prior written consent of HoldCo, unless required to do so by applicable Laws; and in the event that the date of the Shareholders Meeting as originally called is for any reason adjourned or otherwise delayed, the Company agrees that unless HoldCo shall have otherwise approved in writing or as required by applicable Laws or stock exchange requirement, the Company shall, if possible, implement such adjournment or other delay in such a way that the Company does not need to establish a new Shareholder Record Date for the Shareholders Meeting, as so adjourned or delayed, and (ii) mail or cause to be mailed the Shareholder Proxy Statement to the holders of Shares (and concurrently furnish the Shareholder Proxy Statement under Form 6-K to the SEC) as of the Shareholder Record Date, for the purpose of voting upon the authorization and approval of this Agreement, the Plan of Merger and the Transactions. Subject to Section 6.5(b), without the prior written consent of HoldCo, the authorization and approval of this Agreement, the Plan of Merger and the Transactions are the only matters (other than procedural matters) that shall be proposed to be voted upon by the shareholders of the Company at the Shareholders Meeting.

(b) As soon as practicable but in any event no later than forty (40) days after the date of mailing the Shareholder Proxy Statement, the Company shall hold the Shareholders Meeting in accordance with the Company Governing Documents and all applicable Laws. Subject to Section 6.3, (i) the Company Board shall recommend to holders of Shares that they authorize and approve this Agreement, the Plan of Merger and the Transactions, and shall include such recommendation in the Shareholder Proxy Statement and (ii) the Company shall use its reasonable best efforts to solicit from its shareholders proxies in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions and to take all other action necessary or advisable to secure the Shareholder Approval. Notwithstanding anything to the contrary in this Agreement but subject to Section 6.5(c), unless this Agreement is validly terminated in accordance with Article IX, (x) the Company's obligations pursuant to this Section 6.5 shall not be limited or otherwise affected by the commencement, public proposal, public disclosure or communication to the Company or any other Person of any Competing Proposal or Alternative Warrant Proposal, and (y) the Company's obligations pursuant to this Section 6.5 (other than the second sentence of this Section 6.5(b)) shall not be limited or otherwise affected by any Adverse Recommendation Change.

(c) Notwithstanding Section 6.5(b), after consultation in good faith with HoldCo, the Company may recommend the adjournment of the Shareholders Meeting to its shareholders (i) to the extent necessary to ensure that any required supplement or amendment to the Shareholder Proxy Statement is provided to the holders of Shares within a reasonable amount of time in advance of the Shareholders Meeting, (ii) as otherwise required by applicable Law or (iii) if as of the time for which the Shareholders Meeting is scheduled as set forth in the Shareholder Proxy Statement, there are insufficient Shares represented (in person or by proxy) to constitute a quorum necessary to conduct the business of the Shareholders Meeting or to vote in favor of the authorization and approval of this Agreement, the Plan of Merger, and the Transactions in order for the Shareholder Approval to be obtained. If the Shareholders Meeting is adjourned, the Company shall convene and hold the Shareholders Meeting as soon as reasonably practicable thereafter, subject to the immediately preceding sentence; provided that the Company shall not recommend to its shareholders the adjournment of the Shareholders Meeting to a date that is less than five (5) Business Days prior to the Outside Date.

(d) Notwithstanding Section 6.5(b), HoldCo may request that the Company adjourn the Shareholders Meeting for up to sixty (60) days (but in any event no later than fifteen (15) days prior to the Outside Date), (i) if as of the time for which the Shareholders Meeting is originally scheduled (as set forth in the Shareholder Proxy Statement) there are insufficient Shares represented (either in person or by proxy) (A) to constitute a quorum necessary to conduct the business of the Shareholders Meeting or (B) voting in

favor of the authorization and approval of this Agreement, the Plan of Merger, and the Transactions to obtain the Shareholder Approval, or (ii) in order to allow reasonable additional time for (A) the filing and mailing of, at the reasonable request of HoldCo, any supplemental or amended disclosure and (B) such supplemental or amended disclosure to be disseminated and reviewed by the Company's shareholders prior to the Shareholders Meeting, in which event the Company shall, in each case, cause the Shareholders Meeting to be adjourned in accordance with HoldCo's request.

(e) At the Shareholders Meeting, and any other meeting of the shareholders of the Company called to seek the Shareholder Approval or in any other circumstances upon which a vote, consent or other approval (including by written consent) with respect to this Agreement, the Plan of Merger or the Transactions is sought, HoldCo shall (i) vote, or cause to be voted, all Shares held directly or indirectly by any Parent Party or with respect to which any Parent Party otherwise has, directly or indirectly, voting power at such Shareholders Meeting in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions and (ii) if necessary to ensure that the Shareholder Approval will be obtained, enforce the agreement of the Rollover Securityholders set forth in the Support Agreement to vote in favor of the authorization and approval of this Agreement, the Plan of Merger and the Transactions.

Section 6.6 Warrantholder Consent and Warrant Amendment.

(a) As soon as practicable after the SEC confirms that it has no further comments on the Warrantholder Proxy Statement, but in any event no later than fifteen (15) days after such confirmation, the Company shall (i) establish a record date for determining warrantholders of the Company entitled to submit a consent (the "Warrantholder Record Date") and shall not change such Warrantholder Record Date or establish a different record date for submitting a consent without the prior written consent of HoldCo, unless required to do so by applicable Laws; and (ii) mail or cause to be mailed the Warrantholder Proxy Statement to the holders of Warrants (and concurrently furnish the Warrantholder Proxy Statement under Form 6-K to the SEC) as of the Warrantholder Record Date, for the purpose of soliciting the Warrantholder Consent.

(b) The Company shall, in the Warrantholder Proxy Statement, establish a deadline for the warrantholders to submit consents in response thereto (as may be extended in accordance with the terms herein, the "Warrantholder Consent Deadline"), which deadline shall be as soon as reasonably practicable but in any event no later than forty (40) days after the date of mailing the Warrantholder Proxy Statement. The Company shall use its reasonable best efforts to solicit from its warrantholders consent in favor of Warrant Amendment and to take all other action necessary or advisable to secure the Warrantholder Consent. Notwithstanding anything to the contrary in this Agreement but subject to Section 6.6(c), unless this Agreement is validly terminated in accordance with Article IX, (x) the Company's obligations pursuant to this Section 6.6 shall not be limited or otherwise affected by the commencement, public proposal, public disclosure or communication to the Company or any other Person of any Competing Proposal or Alternative Warrant Proposal, and (y) the Company's obligations pursuant to this Section 6.6 shall not be limited or otherwise affected by any Adverse Recommendation Change.

(c) Notwithstanding Section 6.6(b), after consultation in good faith with HoldCo, the Company may extend the Warrantholder Consent Deadline to a date mutually agreed with HoldCo (in any event no later than five (5) Business Days prior to the Outside Date) (i) to the extent necessary to ensure that any required supplement or amendment to the Warrantholder Proxy Statement is provided to the holders of Warrants within a reasonable amount of time in advance of the Warrantholder Consent Deadline, (ii) as otherwise required by applicable Law or (iii) if as of the Warrantholder Consent Deadline as set forth in the Warrantholder Proxy Statement, there are insufficient consents received to constitute the Warrantholder Consent and to approve the Warrant Amendment.

(d) Notwithstanding Section 6.6(b), HoldCo may request that the Company extend the Warrantholder Consent Deadline for up to sixty (60) days (but in any event no later than fifteen (15) days prior to the Outside Date), (i) if as of the Warrantholder Consent Deadline as set forth in the Warrantholder Proxy Statement there are insufficient consents received to constitute the Warrantholder Consent and to approve the Warrant Amendment, or (ii) in order to allow reasonable additional time for (A) the filing and mailing of, at the reasonable request of HoldCo, any supplemental or amended disclosure and (B) such supplemental or amended

disclosure to be disseminated and reviewed by the Company's warrantholders prior to the Warrantholder Consent Deadline, in which event the Company shall, in each case, cause the Warrantholder Consent Deadline to be extended in accordance with HoldCo's request.

(e) HoldCo shall (i) give consent, or cause consent to be given, with respect to all Warrants held directly or indirectly by any Parent Party or with respect to which any Parent Party otherwise has, directly or indirectly, voting power in favor of the approval of the Warrant Amendment, and (ii) if necessary to ensure that the Warrantholder Consent will be obtained, enforce the agreement of the Rollover Securityholders set forth in the Support Agreement to vote in favor of the approval of the Warrant Amendment.

(f) Promptly upon obtaining the Warrantholder Consent, the Company shall cause the Warrant Agreement to be duly amended solely to the extent necessary to give effect to the provisions of Section 3.2 and to provide for the automatic termination (without liabilities to any party thereto) of the Warrant Agreement on the date falling six (6) months after the Effective Time, provided that the effectiveness of such amendment shall be conditioned upon the Closing (the "Warrant Amendment"). Except as contemplated by this Agreement, the Company shall not pay, or agree or undertake to pay, any consent fee, amendment fee, incentive fee or similar fees to the Warrant Agent, any holder of the Warrants or any other Person in connection with the Warrantholder Consent or the Warrant Amendment, in each case, without the prior written consent of HoldCo.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.1 No Other Representations or Warranties.

(a) Except for the representations and warranties set forth in Article IV, neither the Company nor any other Person makes any express or implied representation or warranty with respect to the Company or with respect to any other information provided to the Parent Parties in connection with the Transactions. The Company hereby disclaims any other express or implied representations or warranties. The Company is not, directly or indirectly, making any representations or warranties regarding any pro-forma financial information, financial projections or other forward-looking information or statements of the Company or any of its Subsidiaries.

(b) Except for the representations and warranties set forth in Article V, none of the Parent Parties or any other Person makes any express or implied representation or warranty with respect to the Parent Parties or with respect to any other information provided to the Company in connection with the Transactions. The Parent Parties hereby disclaim any other express or implied representations or warranties. None of the Parent Parties is, directly or indirectly, making any representations or warranties regarding any pro-forma financial information or financial projections, to the extent applicable, or other forward-looking information or statements of HoldCo or any of its Subsidiaries.

Section 7.2 Access; Confidentiality; Notice of Certain Events.

(a) From the date of this Agreement until the earlier of (i) the Effective Time and (ii) the termination of this Agreement pursuant to Section 9.1, the Company shall, and shall use its reasonable best efforts to cause each of its Subsidiaries to, upon reasonable prior written notice from HoldCo, give (i) HoldCo and its Representatives reasonable access during normal business hours to all of the Group Companies' books, records, senior officers, key employees, offices, facilities and properties, (ii) furnish to HoldCo and its Representatives such existing financial and operating data and other information concerning the Group Companies (including the work papers of the Company's independent accountants upon receipt of any required consents from such accountants and subject to the execution of customary access letters) as such Persons may reasonably request; and (iii) instruct its employees, legal counsel, financial advisors, auditors and other Representatives to reasonably cooperate with HoldCo in its investigation of the Group Companies; provided that all such access shall be coordinated through the Company or its Representatives. The terms of the Confidentiality Agreement shall apply to any information provided pursuant to this Section 7.2. Notwithstanding anything to the contrary set forth herein, neither the Company nor any of its Subsidiaries shall be required to provide access to, or to disclose information, to the extent such access or disclosure would (A) jeopardize the attorney-client or similar privilege of any Group Company, (B) contravene any applicable Law or requirements of any Governmental Entity or any binding agreement entered into prior to the date of this Agreement (including with respect to any competitively sensitive information, if any), (C) violates any of its obligations with respect to confidentiality, or (D) unreasonably interfere with the normal business or operations of the Group Companies.

(b) The Company shall give prompt written notice to HoldCo, and HoldCo shall give prompt written notice to the Company, (i) of any written notice or other written communication received by such Party from any Governmental Entity in connection with this Agreement, the Merger or the other Transactions, or from any Person alleging that the consent of such Person is or may be required in connection with the Merger or the other Transactions, if the subject matter of such communication or the failure of such Party to obtain such consent would reasonably be expected to be material to the Company and its Subsidiaries, the Surviving Entity or HoldCo, or (ii) of any Action commenced or, to such Party's Knowledge, threatened against, such Party or any of its Subsidiaries or Affiliates, in each case in connection with, arising from or otherwise relating to the Merger or any other Transaction or (iii) upon becoming aware of the occurrence or impending occurrence of any Effect to it or any of its Subsidiaries or Affiliates, which (A) individually or in the aggregate, would or would reasonably be expected to, prevent, materially delay or materially impede the ability of HoldCo or Merger Sub to consummate the Merger or the other Transactions in accordance with the terms of this Agreement or (B) individually or in the aggregate, would or would be expected to have, a Material Adverse Effect, as the case may be. No failure or delay in delivering any such notice shall affect any of the conditions set forth in Article VIII.

Section 7.3 Efforts; Consents and Approvals.

(a) Subject to the terms and conditions of this Agreement, each of the Parties shall use its reasonable best efforts to (and, in the case of HoldCo, cause the other Buyer Group Parties to) (i) take, or cause to be taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the Transactions as promptly as practicable, (ii) obtain, or cause their Affiliates to obtain, from any Governmental Entities any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained by HoldCo or the Company or any of their respective Subsidiaries, or to avoid any action or proceeding by any Governmental Entity, in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transactions, and (iii) as promptly as reasonably practicable after the date hereof, make, or cause their Affiliates to make, all necessary filings, and thereafter make any other required submissions, and pay any fees due in connection therewith, with respect to this Agreement, the Transactions under other applicable Law; provided that the Parties will cooperate with each other in determining whether any action by or in respect of, or filing with, any Governmental Entity is required, in connection with the consummation of the Transactions and seeking any such actions, consents, approvals or waivers or making any such filings; provided further that nothing herein shall require the Company or any of its Subsidiaries to take any action that is not contingent upon the Closing. The Company and HoldCo shall furnish, and cause their respective Affiliates to furnish, to each other all information concerning itself, its Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably required for any application or other filing under the rules and regulations of any applicable Law in connection with the Transactions.

(b) The Parties will give (or will cause their respective Affiliates to give) any notices to third parties (other than Governmental Entities), and use, and cause their respective Affiliates to use, their reasonable best efforts to obtain any third-party (other than Governmental Entities) consents necessary or required to consummate the Transactions, including the third-party notices and consents listed on Section 7.3(b) of the Disclosure Schedule.

(c) Without limiting the generality of anything contained in this Section 7.3, each Party shall (and, in the case of HoldCo, cause the other Buyer Group Parties to), and shall cause their Affiliates to: (i) give the other Parties prompt notice of the making or commencement of any request, inquiry, investigation, action or other Action by or before any Governmental Entity with respect to the Merger or any of the other Transactions; (ii) keep the other Parties reasonably informed as to the status of any such request, inquiry, investigation, action or other Action; and (iii) promptly inform the other Parties of any material and substantive communication to or from any Governmental Entity regarding the Merger or any of the other Transactions. Each Party shall (and, in the case of HoldCo, cause the other Buyer Group Parties to) consult and cooperate, and shall cause its Affiliates to consult and cooperate, with the other Parties and will consider in good faith the views of the other Parties in connection with any filing, analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted with any Governmental Entity in connection with the Merger or any of the other Transactions. In addition, except as may be prohibited by any Governmental Entity or by any Law, in connection with any such request, inquiry, investigation, action or other Action by or before any Governmental Entity, each Party shall permit, and shall cause its Affiliates to permit, authorized Representatives of the other Parties to be present at each meeting or conference relating to such request, inquiry, investigation, action or other Action and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any Governmental Entity in connection with such request, inquiry, investigation, action or other Action; provided that each Party shall be entitled to redact materials (1) as necessary to comply with contractual arrangements, (2) as necessary to address

reasonable legal privilege or confidentiality concerns or (3) to the extent relating to Company valuation and similar matters relating to the Merger.

(d) Nothing in this Section 7.3 or any other provision of this Agreement shall require, and in no event shall the "reasonable best efforts" of the Company or the Parent Parties in this Section 7.3 or any other provision of this Agreement be deemed or construed to require the Company or any Parent Party to waive any term or condition of this Agreement.

Section 7.4 Publicity. So long as this Agreement is in effect, neither the Company nor HoldCo, nor any of their respective Affiliates, shall issue or cause the publication of any press release or other announcement with respect to the Merger, the other Transactions or this Agreement without the prior written consent of the other Party, unless required by applicable Law or any Governmental Entities or by any listing agreement with or the listing rules of a national securities exchange or trading market to issue or cause the publication of any press release or other announcement with respect to the Merger, the other Transactions or this Agreement, in which event such Party shall provide a reasonable opportunity to the other Party to review and comment upon such press release or other announcement and shall give good faith consideration to all reasonable additions, deletions or changes suggested thereto; provided, however, that the Company shall not be required by this Section 7.4 to provide any such review or comment to HoldCo, in connection with the receipt and existence of a Competing Proposal or an Alternative Warrant Proposal and matters related thereto or an Adverse Recommendation Change, and this Section 7.4 shall not apply to any release or announcement made or proposed to be made by the Company in connection with an Adverse Recommendation Change made in compliance with this Agreement; provided, further, that each Party and their respective controlled Affiliates may make statements that are not inconsistent with previous press releases, public disclosures or public statements made by HoldCo and the Company in compliance with this Section 7.4.

Section 7.5 Financing.

(a) Each of the Parent Parties shall use its reasonable best efforts to take, or cause to be taken, all actions necessary to arrange and obtain the Debt Financing and Equity Financing, in aggregate, on terms and conditions not materially less favorable (taken as a whole) than those described in the Financing Documents, including to (i) negotiate definitive agreements with respect to the Debt Financing on the terms and conditions described in the Debt Commitment Letters, (ii) maintain in full force and effect each of the Financing Documents until the Transactions are consummated in accordance with their respective terms (in each case, subject to Section 7.5(h) and any other amendment, supplement, replacement, substitution, termination or other modification or waiver that is not prohibited by Section 7.5(c)), (iii) satisfy, or cause to be satisfied, on a timely basis all conditions to the closing of and funding under the Financing Documents applicable to any Parent Party that are within its control, (iv) draw upon and consummate the Debt Financing and Equity Financing at or prior to the Closing in accordance with the terms of the Financing Documents and (v) enforce their rights under the Financing Documents.

(b) In the event that any portion of the Debt Financing has become unavailable on the terms and conditions contemplated in the applicable Debt Commitment Letters, (i) HoldCo shall promptly so notify the Company, and (ii) each of the Parent Parties shall use its reasonable best efforts to arrange to obtain alternative debt financing from the same or alternative sources as promptly as practicable following the occurrence of such event on terms and conditions not materially less favorable, in the aggregate, to the Parent Parties (from the standpoint of the Parent Parties) than those contained in the applicable Debt Commitment Letters in an amount, together with the aggregate proceeds of the Equity Financing, sufficient for HoldCo and the Surviving Entity to pay (x) the Merger Consideration, and (y) any other amounts required to be paid in connection with the consummation of the Transactions on the terms and conditions contemplated hereby (the "Alternative Financing"), provided that in no event shall the terms of any Alternative Financing (A) prevent, delay or materially impede or materially impair the ability of the Parent Parties to consummate the Transactions in accordance with the terms of this Agreement or (B) impose new or additional conditions precedent or expand upon the conditions precedent to the availability of the Debt Financing that would reasonably be expected to make the funding of the Debt Financing (or satisfaction of the conditions to obtaining the Debt Financing) less likely to occur (any such event described in (A) or (B), an "Adverse Effect on Debt Financing"). The Parent Parties shall use their reasonable best efforts to promptly enter into (or cause to be entered into) and deliver to the Company true and complete copies of all Contracts or other arrangements pursuant to which any alternative sources have committed to provide the Alternative Financing (the "Alternative Financing Documents") as soon as practicable after execution thereof, provided that, such customary commitment letters and fee letters in connection with the Alternative Financing, if any and as applicable, may be redacted to omit numerical fee amounts provided therein and other commercially sensitive terms that would not affect the conditions, enforceability, availability, termination or the amount of the Debt Financing. In the event Alternative Financing is obtained, any reference in this

Agreement to (A) the "Debt Financing" shall be deemed to include the Alternative Financing, and (B) the "Debt Commitment Letters" shall be deemed to include the Alternative Financing Documents.

(c) Subject to Section 7.5(h), none of the Parent Parties shall agree to or permit any amendments or modifications to, or waivers of, any condition or other provision under any Financing Document without the prior written consent of the Company if such amendments, modifications or waivers would (x) reduce (or have the effect of reducing) the aggregate amount of the Debt Financing and Equity Financing, (y) impose new or additional conditions to the Debt Financing or Equity Financing (as applicable), or (z) otherwise expand, amend or modify the conditions to the Debt Financing or Equity Financing (as applicable), in each case of (x), (y) and (z), in a manner that would reasonably be expected to (A) prevent or delay in any material respect the ability of any Parent Party to consummate the Transactions or (B) (in the case of amendment, modification or waiver) adversely impact in any material respect the ability of any Parent Party to enforce its rights against the other parties to any Financing Document (it being understood that (i) any such amendment or modification in relation to pricing and/or other economic terms of any Financing Document, to the extent that such amendment or modification does not affect the enforceability, availability, termination, conditionality or amount of the financing under the Financing Documents, shall be permitted hereunder and shall be deemed not to prevent, impede or delay the consummation of the Transactions or of the transactions under the Financing Documents, and (ii) the Debt Commitment Letters may be replaced or substituted by any other commitment letters so long as such replacement or substitution does not have an Adverse Effect on Debt Financing). Without limiting the generality of the foregoing, none of the Parent Parties shall release or consent to the termination of the obligations of the other parties to any Financing Document, except as expressly contemplated or permitted hereby. Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Section 7.5 shall require, and in no event shall the reasonable best efforts of any Parent Party be deemed or construed to require, any Parent Party to pay any fees in excess of, or agree to "market flex" provisions less favorable to the Parent Parties or the Surviving Entity (or any of their Affiliates) than, those contemplated by the Debt Commitment Letters and/or, if applicable, the Alternative Financing Documents (in each case, whether to secure waiver of any conditions contained therein or otherwise).

(d) HoldCo shall, prior to the Closing, (i) give the Company prompt written notice (A) upon becoming aware of any breach or default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any breach or default) of any provision of, or termination by any party to any Financing Document or any other definitive agreement with respect to the Financing, (B) upon the receipt of any written notice or other written communication from any person with respect to (x) any threatened breach or threatened termination by any party to any Financing Document or any other definitive agreement with respect to the Financing or (y) any reduction of the amount of the Financing such party is providing, (C) if HoldCo at any time believes that it will not be able to obtain all or any portion of the Debt Financing or Equity Financing on the terms, in the manner, or from the sources contemplated by the Financing Documents, and (D) of the termination, repudiation, rescission, cancellation or expiration of any Commitment Letter or any other Financing Document; and (ii) otherwise keep the Company informed on a reasonably current basis of the status of the Parent Parties' efforts to arrange the Debt Financing or Alternative Financing (as applicable) and the Equity Financing. As soon as reasonably practicable, but in any event within five (5) Business Days of the date the Company delivers to any Parent Party a written request, the Parent Parties shall provide any information reasonably requested by the Company relating to any circumstance referred to in clauses (A), (B), (C) and (D) of the immediately preceding sentence.

(e) Prior to the Closing, the Company agrees to use its reasonable best efforts to provide, and shall use reasonable best efforts to cause each of its Subsidiaries and each of their respective Representatives to use reasonable efforts to provide, to the Parent Parties, at HoldCo's sole cost and expense, all reasonable cooperation as may be requested by the Parent Parties or its respective Representatives in connection with the Debt Financing or Alternative Financing that is necessary and customary for financings of the type contemplated by the Debt Commitment Letter, including without limitation (i) participating in a reasonable number of meetings, presentations and due diligence sessions with representatives of HoldCo and its Debt Financing or Alternative Financing sources, in each case on reasonable advance notice and which may in the Company's sole discretion be virtual, (ii) assisting in the preparation of bank information memoranda, rating agency presentations and similar documents reasonably requested by the Parent Parties or its Representatives in connection with the Debt Financing or Alternative Financing (including using reasonable best efforts to obtain consents of accountants for use of their reports in any materials relating to the Debt Financing and/or Alternative Financing and delivery

of one or more customary representation letters), (iii) as promptly as reasonably practicable, furnishing the Parent Parties and its sources of the Debt Financing or Alternative Financing with financial statements and other pertinent information regarding the Company and its Subsidiaries as reasonably requested by the Parent Parties or any sources or prospective sources of the Debt Financing and/or Alternative Financing as is reasonably available to the Company and as may be obtained from the books and records of the Company and its Subsidiaries and using reasonable best efforts to cause the Company's independent accountants to provide assistance and cooperation in connection therewith to the Parent Parties and any sources or prospective sources of the Debt Financing and/or Alternative Financing, (iv) reasonably cooperating with advisors, consultants and accountants of the Parent Parties or any sources or potential sources of the Debt Financing or Alternative Financing with respect to the conduct of any examination, appraisal or review of the financial condition or any of the assets, liabilities, cash management and accounting systems and related policies and procedures of the Company or any of its Subsidiaries, including for the purpose of establishing collateral eligibility and values, (v) assisting in the preparation of one or more credit agreements and/or other similar instruments, as well as any pledge and security documents and other definitive financing documents, collateral filings or other certificates or documents that may be requested by any Parent Party and facilitating the granting of guaranty, security or pledging of collateral related to Debt Financing or Alternative Financing, provided, that any collateral to be pledged or security to be granted by any Parent Party under any Financing Documents that in any manner involves the Company, any of its Subsidiaries or any of their respective assets shall be contingent upon the occurrence of the Effective Time, (vi) promptly arranging and delivering prepayment notices, customary payoff letters, lien terminations and instruments of discharge or release, in each case, as reasonably requested by the Parent Parties or any sources or prospective sources of the Debt Financing and/or Alternative Financing for the purpose of repaying, prepaying, discharging, and/or releasing at the Effective Time all Indebtedness and liens arising under the Existing Facility Agreement (other than any obligations thereunder that expressly survive the termination thereof), (vii) taking customary actions reasonably necessary to establish bank and other accounts in connection with, and to enter into one or more definitive agreements to facilitate, the consummation of the Debt Financing or any Alternative Financing immediately prior to the Effective Time, provided that such agreements and arrangements shall not become active or take effect until the Effective Time, (viii) furnishing the Parent Parties and its Representatives and sources of the Debt Financing and/or Alternative Financing, promptly with all documentation and other information reasonably required with respect to the Debt Financing or any Alternative Financing under applicable "know your customer" and anti-money laundering rules and regulations and (ix) taking all corporate actions reasonably necessary to permit the consummation of the Debt Financing and/or Alternative Financing, including the execution and delivery of any other certificates, instruments or documents contemplated by the Debt Financing and/or Alternative Financing and reasonably requested by any Parent Party and to permit the proceeds thereof to be made available at Closing to consummate the Transactions; provided that such certificates, instruments or documents shall not become active or take effect until the Effective Time.

(f) Notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its Subsidiaries shall be required to:

(i) pay any commitment or similar fee or incur any liability with respect to the Debt Financing or Alternative Financing prior to the Effective Time;

(ii) to be an issuer or other obligor with respect to any Debt Financing or any Alternative Financing prior to the Effective Time;

(iii) take or commit to taking any action that is not contingent upon the occurrence of the Effective Time or would otherwise subject it or any of its directors, managers, officers or employees to actual or potential liability in connection with the Debt Financing or Alternative Financing prior to the occurrence of the Effective Time;

(iv) take any action in respect of the Debt Financing or any Alternative Financing to the extent that such action would cause any condition to Closing set forth in Article VIII to fail to be satisfied or otherwise result in a breach of this Agreement by the Company;

(v) take any action in respect of the Debt Financing or any Alternative Financing that would conflict with or violate the Company's or any of its Subsidiary's organizational documents or any applicable Law, or result in the contravention of, or violation or breach of, or default under, any Contract to which the Company or any of its Subsidiaries is a party;

(vi) take any action to the extent such action would unreasonably interfere with the business or operations of the Company or its Subsidiaries;

(vii) provide access to or disclose information where the Company determines that such access or disclosure would reasonably be expected to jeopardize the attorney-client privilege or contravene any applicable Law or Contract (but shall use reasonable best efforts to grant such access or provide such disclosure in a manner which would not jeopardize such privilege or contravene any such Law or Contract);

(viii) cause the directors and managers of the Company to adopt resolutions approving the agreements, documents and instruments pursuant to which the Financing is obtained unless HoldCo shall have determined that such directors and managers are to remain as directors and managers of the Company on and after the Closing Date and such resolutions are contingent upon the occurrence of, or only effective as of, the Closing; or

(ix) waive or amend any terms of this Agreement or any other Contract to which the Company or its Subsidiaries is party.

(g) Nothing contained in this Section 7.5 shall require such cooperation to the extent it would require the Company and its Subsidiaries to incur any expense unless such expense is reimbursed by the Parent Parties. HoldCo shall, promptly upon request by the Company, reimburse (or cause the applicable borrowers to reimburse) the Company for all reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Company or any of its Subsidiaries in connection with the cooperation of the Company and its Subsidiaries contemplated by this Section 7.5 and shall indemnify and hold harmless the Company, its Subsidiaries and their respective Representatives from and against any and all liabilities or losses suffered or incurred by any of them arising from the arrangement of the Debt Financing or Alternative Financing and any information used in connection therewith (except with respect to any information provided by or on behalf of the Company or any of its Subsidiaries), except to the extent such liabilities or losses arising out of or resulted from the gross negligence, bad faith or willful misconduct of the Company, its Subsidiaries or any of their respective Representatives.

(h) Notwithstanding anything to the contrary in this Agreement, from time to time and at any time prior to the Closing, HoldCo shall be entitled to, by written notice to the Company, adjust the list of the Rollover Securityholders, the number of Rollover Shares, the number of Rollover Warrants, the amount of the Debt Financing and/or the amount of the Equity Financing and, in connection therewith, amend the applicable Support Agreement and/or the Financing Documents, or enter into additional Support Agreements and/or Financing Documents, in each case solely to give effect to such adjustments, provided that (i) any such notice shall be accompanied by, in the case of any adjustment to the list of the Rollover Securityholders, the number of Rollover Shares or Rollover Warrants, a true and complete copy of the applicable amended or additional Support Agreements, and in the case of any adjustment to the amount of the Debt Financing or Equity Financing, a true and complete copy of the applicable amended or additional Financing Documents, (ii) any additional Financing Documents so entered into shall be on terms and conditions not materially less favorable (from the standpoint of the Parent Parties), in the aggregate, to the Parent Parties than those contained in comparable Financing Documents then existing (including in respect to conditionality), (iii) after giving effect to such adjustment, and taking into consideration any such amended or additional Support Agreements and Financing Documents, the Financing Documents shall provide for an aggregate amount of proceeds that is sufficient for the Parent Parties and the Surviving Entity to pay (x) the Merger Consideration, and (y) any other amounts required to be paid in connection with the consummation of the Transactions on the terms and conditions contemplated hereby, and (iv) such adjustment would not otherwise reasonably be expected to prevent or delay in any material respect the ability of any Parent Party to consummate the Transactions.

(i) All material non-public information provided by the Company or any of its Subsidiaries or any of their Representatives pursuant to this Section 7.5 shall be kept confidential in accordance with the Confidentiality Agreement, except that the Parent Parties shall be permitted to disclose such information to the financing sources, other potential sources of capital, rating agencies and prospective lenders of the Debt Financing or any permitted replacement, amended, modified or alternative financing subject to the potential sources of capital, rating agencies and prospective lenders entering into customary confidentiality undertakings with respect

to such information (including through a notice and undertaking in a form customarily used in confidential information memoranda for senior credit facilities).

(j) Each of the Parent Parties acknowledges and agrees that, notwithstanding anything in this Agreement to the contrary, the obligations to perform its respective agreements hereunder, including to consummate the Closing subject to the terms and conditions hereof, are not conditioned on obtaining of the Financing or any Alternative Financing or on the performance of any party to any Debt Commitment Letter.

Section 7.6 Directors' and Officers' Insurance and Indemnification.

(a) HoldCo shall, and shall cause the Surviving Entity and each of the Company's Subsidiaries to, for a period of six (6) years after the Effective Time (and until such later date as of which any matter covered hereby commenced during such six (6) year period shall have been finally disposed of), honor and fulfill in all respects the obligations of such Person to the fullest extent permissible under applicable Law, the Company Governing Documents and corresponding organizational or governing documents of such Subsidiary, in each case, as in effect on the date hereof and under any indemnification or other similar agreements in effect on the date hereof (the "Indemnification Agreements"), to the individuals entitled to indemnification, exculpation and/or advancement of expenses under such Company Governing Documents, other organizational or governing documents or Indemnification Agreements (including each present and former director and officer of the Company and its Subsidiaries) (the "Covered Persons") arising out of or relating to actions or omissions in their capacity as such occurring at or prior to the Effective Time, including actions or omissions in connection with the consideration, negotiation and approval of this Agreement and the Transactions or arising out of or pertaining to the Transactions and actions to enforce this provision or any other indemnification or advancement right of any Covered Persons.

(b) For a period of six (6) years from and after the Effective Time (and until such later date as of which any matter covered hereby commenced during such six (6) year period shall have been finally disposed of), the organizational and governing documents of the Surviving Entity and each of the Company's Subsidiaries shall, to the extent consistent with applicable Law, contain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of Covered Persons for periods prior to and including the Effective Time than are currently set forth in the Company Governing Documents and the organizational and governing documents of each of the Company's Subsidiaries in effect on the date hereof (as the case may be) and shall not contain any provision to the contrary. The Indemnification Agreements with Covered Persons shall survive the Merger and shall continue in full force and effect in accordance with their terms.

(c) For a period of six (6) years from and after the Effective Time (and until such later date as of which any matter covered hereby commenced during such six (6) year period shall have been finally disposed of), HoldCo shall cause to be maintained, at no expense to the beneficiaries, in effect the current policies of directors' and officers' liability insurance maintained by the Company (provided that HoldCo may substitute therefor policies with reputable and financially sound carriers of at least the same coverage and amounts containing terms and conditions which are no less advantageous to any beneficiary thereof) with respect to claims arising from or related to facts or events which occurred at or before the Effective Time; provided, however, that HoldCo shall not be obligated to make annual premium payments for such insurance to the extent such premiums exceed 300% of the annual premiums paid as of the date hereof by the Company for such insurance (such 300% amount, the "Base Premium"); provided, further, if such insurance coverage cannot be obtained at all, or can only be obtained at an annual premium in excess of the Base Premium, HoldCo shall maintain the most advantageous policies of directors' and officers' insurance obtainable for an annual premium equal to the Base Premium. In addition, if the Company in its sole discretion elects, by giving written notice to HoldCo at least five (5) Business Days prior to the Effective Time, then, in lieu of the foregoing insurance, effective as of the Effective Time, the Company shall purchase a directors' and officers' liability insurance "tail" or "runoff" insurance program for a period of six (6) years from and after the Effective Time providing at least the same coverage and amounts containing terms and conditions which are no less advantageous to any beneficiary thereof than the current policies of directors' and officers' liability insurance maintained by the Company with respect to claims arising from or related to facts or events which occurred at or prior to the Effective Time; provided that the annual premium shall not exceed the Base Premium. In the event that the Company elects to purchase such a "tail" or "runoff" insurance program, the Surviving Entity shall (and HoldCo shall cause the Surviving Entity to) maintain such "tail" or "runoff" insurance program in full force and effect and continue to honor their respective obligations thereunder.

(d) If HoldCo or the Surviving Entity or any of their respective successors or assigns (i) shall consolidate or amalgamate with or merge into any other corporation or entity and shall not be the continuing, merged or surviving company or entity of

such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of HoldCo or the Surviving Entity shall assume all of the obligations set forth in this Section 7.6.

(e) The provisions of this Section 7.6 shall survive the Merger. The Covered Persons (and their successors and heirs) shall be third party beneficiaries of this Section 7.6. All rights under this Section 7.6 are intended to be in addition to and not in substitution of other rights any Covered Persons may otherwise have.

Section 7.7 Takeover Statutes. The Parties and their respective board of directors (or equivalent) shall use their respective commercially reasonable efforts (a) to take all action necessary so that no Takeover Statute is or becomes applicable to the Merger or any of the other Transactions, and (b) if any such Takeover Statute is or becomes applicable to any of the foregoing, to take all action necessary so that the Merger and the other Transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to lawfully eliminate or minimize the effect of such Takeover Statute on the Merger and the other Transactions.

Section 7.8 Control of Operations. Without limiting any Party's rights or obligations under this Agreement, the Parties understand and agree that (a) nothing contained in this Agreement shall give HoldCo, directly or indirectly, the right to control or direct the operations of the Company or any of its Subsidiaries prior to the Effective Time, and (b) prior to the Effective Time, each of the Company and its Subsidiaries shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its respective Subsidiaries' operations.

Section 7.9 Security Holder Litigation. The Company shall promptly notify HoldCo of any Action related to this Agreement, the Merger or the other Transactions brought or, to the Knowledge of the Company, threatened against the Company, its directors and/or officers by security holders of the Company (a "Transaction Litigation") and shall keep HoldCo informed on a reasonably prompt basis regarding any such Transaction Litigation. The Company shall give HoldCo a reasonable opportunity to (a) participate in the defense, settlement or prosecution of any Transaction Litigation and (b) consult with counsel to the Company regarding the defense, settlement or prosecution of any such Transaction Litigation; provided that the Company shall not compromise or settle any Transaction Litigation or consent to the same without HoldCo's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 7.10 Director Resignations. Upon the written request of HoldCo at least ten (10) Business Days prior to the Effective Time, the Company shall use reasonable best efforts to cause each director of the Company or any of its Subsidiaries designated by HoldCo who is in office immediately prior to the Effective Time to deliver to HoldCo letters of resignation in customary form, effective as of Effective Time, with respect to their service as directors of the Company or such Subsidiaries.

Section 7.11 Stock Exchange Delisting. Prior to the Effective Time, the Company shall cooperate with HoldCo and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of NYSE to enable the delisting of the Surviving Entity from NYSE and the deregistration of the Ordinary Shares and the Warrants under the Exchange Act as promptly as practicable after the Effective Time.

Section 7.12 Actions Taken at Direction of the Buyer Group Parties. Notwithstanding anything herein to the contrary, the Company shall not be deemed to be in breach of any representation, warranty, covenant or agreement hereunder, if such breach or alleged breach is the proximate result of action or inaction taken by the Company at the direction of any Parent Party or any Representative thereof that is an executive officer or director of the Company, regardless of whether there is any approval or direction of the Company Board or the Special Committee. None of the Parent Parties shall be entitled to any award of damages or other remedy, in each case for any breach or inaccuracy in the representations and warranties made by the Company to the extent any Parent Party or any Representative thereof that is an executive officer or director of the Company has actual knowledge of such breach or inaccuracy as of the date hereof.

Section 7.13 No Amendment to Buyer Group Contracts. The Parent Parties shall not, and each shall cause the other Buyer Group Parties not to, amend modify, withdraw or terminate any Buyer Group Contract or waive any rights thereunder in any manner that that would (i) result, directly or indirectly, in any of the Rollover Shares ceasing to be treated as Excluded Shares, (ii) individually or in the aggregate, prevent or materially delay the ability of any Parent Party to consummate the Merger and the other Transactions or (iii) prevent or materially impair the ability of any management member or director of the Company, with respect to any Superior Proposal, taking any of the actions described in Section 6.3 to the extent such actions are permitted to be taken by the Company thereunder. The Parent Parties shall not, and each shall cause the other Buyer Group Parties not to, enter into any Contract to prohibit or restrict any director, management member or employee of the Company or its subsidiaries to take any actions described in Section 6.3 in connection with a Competing Proposal to the extent such actions are permitted to be taken by the Company thereunder.

Section 7.14 Further Assurances. Each Party agrees that, from time to time after the Closing Date, it will execute and deliver, or cause its Affiliates to execute and deliver, such further instruments, and take (or cause its Affiliates to take) such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement.

ARTICLE VIII

CONDITIONS TO THE MERGER

Section 8.1 Conditions to Each Party's Obligations. The respective obligations of each Party to effect the Merger shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions, any and all of which may be waived in whole or in part by the Parent Parties and the Company, as the case may be, to the extent permitted by applicable Law:

(a) Shareholder Approval. The Shareholder Approval shall have been obtained in accordance with the CICL and the Company Governing Documents.

(b) Laws and Orders. No Governmental Entity of competent jurisdiction shall have issued, promulgated, enforced or entered any Order that is then in effect and enjoins, prohibits or makes illegal the consummation of the Transactions.

(c) Warrantholder Consent and Warrant Amendment. The Warrantholder Consent shall have been duly obtained in accordance with the provisions herein and shall not have been revoked at any time prior to, and shall remain in full force and effect through, the Closing. The Warrant Amendment shall have been duly entered into in accordance with the provisions herein and shall take effect no later than the Closing, and a true and complete copy of the duly executed Warrant Amendment shall have been delivered to HoldCo.

Section 8.2 Conditions to Obligations of the Parent Parties. The obligations of the Parent Parties to effect the Merger shall also be subject to the satisfaction or waiver (in writing) by HoldCo on or prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company set forth in Section 4.2(a) and Section 4.2(b) shall be true and correct in all respects save for *de minimis* inaccuracies as of the date hereof and as of the Closing Date as though made as of the Closing Date, (ii) the representations and warranties of the Company set forth in Section 4.3 and Section 4.9(b) shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made as of the Closing Date, and (iii) each of the other representations and warranties of the Company set forth in this Agreement shall be true and correct as of the date hereof and as of the Closing Date as though made as of the Closing Date, except (x) in the case of each of clauses (i), (ii) and (iii), representations and warranties that by their terms speak as of a specific date shall be true and correct only as of such date, and (y) in the case of clause (iii), where any failures of any such representations and warranties to be true and correct (without giving effect to any limitation or qualification by "materiality" or "Material Adverse Effect" or any words of similar import set forth therein), individually or in the aggregate, do not constitute a Material Adverse Effect.

(b) Performance of Obligations of the Company. The Company shall have performed or complied with, in all material respects, all agreements or obligations required to be performed or complied with by it under this Agreement at or prior to the Closing Date.

(c) No Material Adverse Effect. No Material Adverse Effect shall have occurred since the date of this Agreement and is continuing.

(d) Dissenting Shareholders. The holders of no more than 10% of the total issued and outstanding Shares immediately prior to the Effective Time shall have validly served and not withdrawn a notice of objection under Section 238(2) of the CICL.

(e) Third Party Consents. The Company shall have obtained the third-party consents or waivers in writing for the contracts set forth in Section 7.3(b) of the Disclosure Schedule, except for any such contract that has been terminated or has expired prior to the Closing Date, unless such termination is in relation to the failure to obtain such consent or waiver.

(f) Officer Certificate. The Company shall have delivered to HoldCo a certificate, dated as of the Closing Date, signed by a senior executive officer of the Company, certifying as to the satisfaction of the conditions specified in Section 8.2(a), Section 8.2(b) and Section 8.2(c).

Section 8.3 Conditions to Obligations of the Company. The obligations of the Company to effect the Merger shall also be subject to the satisfaction or waiver (in writing) by the Company on or prior to the Closing Date of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Parent Parties set forth in this Agreement shall be true and correct as of the date hereof and as of the Closing Date as though made as of the Closing Date, except (i) representations and warranties that by their terms speak as of a specific date shall be true and correct only as of such date, and (ii) where any failures of any such representations and warranties to be true and correct (without giving effect to any limitation or qualification by "materiality" or any words of similar import set forth therein) have not had and would not reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the consummation of the Transactions by any Parent Party or the performance by any Parent Party of their respective material obligations under this Agreement.

(b) Performance of Obligations of the Parent Parties. the Parent Parties shall have performed or complied with, in all material respects, all agreements and obligations required to be performed or complied with by them under this Agreement at or prior to the Closing Date.

(c) Officer Certificate. HoldCo shall have delivered to the Company a certificate, dated as of the Closing Date, signed by a director or officer of HoldCo certifying as to the satisfaction of the conditions specified in Section 8.3(a) and Section 8.3(b).

Section 8.4 Frustration of Closing Conditions. Prior to the Outside Date, none of the Company and the Parent Parties may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure were caused by such Party's failure to comply with this Agreement and consummate the Transactions as contemplated by this Agreement.

ARTICLE IX

TERMINATION

Section 9.1 Termination. This Agreement may be terminated and the Merger and the other Transactions may be abandoned, at any time prior to the Effective Time:

(a) by mutual written consent of HoldCo and the Company (acting upon the recommendation of the Special Committee);

(b) by either HoldCo or the Company (acting upon the recommendation of the Special Committee), if there has been a breach or failure to perform by the other Party (in the case of termination by the Company, including breach or failure by any Parent Party) of any representation, warranty, covenant or agreement set forth in this Agreement, which breach or failure (i) in the case of a breach or failure by the Company, would result in the conditions in Section 8.2(a) or Section 8.2(b) not being satisfied, and (ii) in the case of a breach or failure by any Parent Party, would result in the conditions in Section 8.3(a) or Section 8.3(b) not being satisfied, and in each case of (i) and (ii), such breach is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been

cured within the earlier of (x) thirty (30) calendar days after the receipt of written notice thereof by the defaulting Party from the non-defaulting Party, or (y) three (3) Business Days before the Outside Date; provided, however, that this Agreement may not be terminated pursuant to this Section 9.1(b) (A) by the Company if the Company is then in breach of any of its representations, warranties, covenants or agreements set forth in this Agreement that would cause a condition set forth in Section 8.2(a) or Section 8.2(b) not to be satisfied, or (B) by HoldCo if any Parent Party is then in breach of any of its representations, warranties, covenants or agreements set forth in this Agreement that would cause a condition set forth in Section 8.3(a) or Section 8.3(b) not to be satisfied;

(c) by either HoldCo or the Company, if the Merger shall not have been consummated by 11:59 pm, Hong Kong time on the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(c) shall not be available to any Party whose breach (in the case of HoldCo, including breach by any Parent Party) of any representation, warranty, covenant or agreement set forth in this Agreement in any manner shall have been the primary cause of the failure of the Merger to be consummated on or prior to the Outside Date;

(d) by HoldCo at any time prior to the receipt of the Shareholder Approval, if the Company Board shall have effected an Adverse Recommendation Change;

(e) by the Company at any time prior to the receipt of the Shareholder Approval, if (i) the Company Board (acting upon the recommendation of the Special Committee) shall have effected an Adverse Recommendation Change in light of a Superior Proposal in accordance with Section 6.3(d) and authorized the Company to terminate this Agreement and enter into an Alternative Acquisition Agreement effecting such Superior Proposal and (ii) the Company concurrently with, or immediately after, the termination of this Agreement enters into such Alternative Acquisition Agreement; provided, that the Company shall not be entitled to terminate this Agreement pursuant to this Section 9.1(e) unless (A) the Company has complied in all material respects with the requirements of Section 6.3 with respect to such Superior Proposal (other than immaterial non-compliance that does not adversely affect any Parent Party) and (B) the Company pays in full the Company Termination Fee in accordance with Section 9.3(a) prior to or concurrently with such termination pursuant to this Section 9.1(e);

(f) by either the Company or HoldCo if a Governmental Entity of competent jurisdiction shall have issued a final, non-appealable Order having the effect set forth in Section 8.1(b); provided that, the right to terminate this Agreement pursuant to this Section 9.1(f) shall not be available to any Party whose failure (in the case of HoldCo, including failure by any Parent Party) to comply with any provision of this Agreement has been the primary cause of such Order;

(g) by either the Company or HoldCo, if the Shareholder Approval shall not have been obtained after the final adjournment of the Shareholders Meeting at which a vote on such approval was taken; provided that, HoldCo may not terminate this Agreement pursuant to this Section 9.1(g) if such failure to obtain the Shareholder Approval is a result of (i) a breach of Section 6.5(e) by HoldCo or (ii) a breach of the Support Agreement by any Rollover Securityholder; or

(h) by the Company if (i) all of the conditions in Section 8.1 and Section 8.2 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but each of which was at the time of termination capable of being satisfied as if such time were the Closing), (ii) the Company has irrevocably confirmed by written notice to HoldCo that all conditions set forth in Section 8.3 have been satisfied, or that it is willing to waive any unsatisfied condition in Section 8.3, and that the Company is ready, willing and able to complete the Merger, and (iii) HoldCo shall have failed to effect the Closing within ten (10) Business Days following its receipt of the written notice from the Company.

Section 9.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 9.1, written notice thereof shall forthwith be given to the other Party or Parties specifying the provision hereof pursuant to which termination is made, and this Agreement shall forthwith become null and void and there shall be no liability or obligation under this Agreement on the part of any Party hereto, provided that (i) Section 7.2(a), Section 7.4 (Publicity), the expense reimbursement and indemnification provisions of Section 7.5(g), this Section 9.2 (Effect of Termination), Section 9.3 (Termination Fees) and Section 10.3 (Expenses) through Section 10.10 (Enforcement; Remedies) (and any related definitions contained in any such Sections or Article) shall survive such termination and (ii) no termination of this Agreement shall affect the obligations of the parties hereto set forth in the Confidentiality Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms.

Section 9.3 Termination Fees.

(a) In the event that:

(i) (A) a Competing Proposal with respect to the Company shall have been publicly made, proposed or disclosed and not withdrawn after the date of this Agreement and prior to the Shareholders Meeting (or prior to the termination of this Agreement if there has been no Shareholders Meeting), (B) at a time when the condition in the preceding subclause (A) is satisfied, this Agreement is terminated (x) by the Company or HoldCo pursuant to Section 9.1(g) or (y) by the Company pursuant to Section 9.1(c), and (C) within twelve (12) months of the date of such termination, the Company or any of its Subsidiaries enters into a definitive agreement to effect, or consummates the transactions contemplated by, a Competing Proposal (provided, that for purposes of this clause (C), the references to "20%" in the definition of Competing Proposal shall be deemed to be references to 50%);

(ii) this Agreement is terminated by HoldCo pursuant to Section 9.1(b) or Section 9.1(d); or

(iii) this Agreement is terminated by the Company pursuant to Section 9.1(e);

then the Company shall pay, or caused to be paid, to HoldCo or its designees an amount in cash equal to US$31,500,000 (the "Company Termination Fee") by wire transfer of same day funds as promptly as possible (but in any event (x) at least two (2) Business Days prior to and as a condition of the consummation by the Company of the transactions contemplated by such Competing Proposal or entry by the Company into the definitive agreement in connection with such Competing Proposal in the case of a termination referred to in clause (i) above, (y) within five (5) Business Days after such termination in the case of a termination pursuant to clause (ii) above, and (z) prior to or concurrently with such termination in case of a termination pursuant to clause (iii) above).

(b) In the event that this Agreement is terminated by the Company pursuant to Section 9.1(b) or Section 9.1(h), then HoldCo shall pay, or cause to be paid, to the Company or its designees an amount in cash equal to US$63,000,000 (the "HoldCo Termination Fee") by wire transfer of same day funds as promptly as possible (but in any event within five (5) Business Days after such termination).

(c) In no event shall this Section 9.3 (i) require the Company to pay an aggregate amount in excess of the Company Termination Fee, or (ii) require HoldCo to pay an aggregate amount in excess of the HoldCo Termination Fee, in each case except as set forth in Section 9.3(d). In no event shall the Company be required to pay the Company Termination Fee more than once. In no event shall HoldCo be required to pay the HoldCo Termination Fee more than once.

(d) If either the Company or HoldCo fails to pay any amounts due to the other Party under this Section 9.3 on the dates specified, then the defaulting Party shall pay all reasonable and documented costs and expenses (including legal fees and expenses) incurred by such other Party in connection with any action or proceeding (including the filing of any lawsuit) taken by it to collect such unpaid amounts, together with interest thereon on such unpaid amounts at the prime lending rate prevailing at such time, as published in the Wall Street Journal Table of Money Rates on such date, from the date such amounts were required to be paid until the date actually received by such other Party. Such collection expenses shall not otherwise diminish in any way the payment obligations hereunder.

(e) Each Party acknowledges that the agreements contained in this Section 9.3 are an integral part of the Transactions and that the Company Termination Fee and HoldCo Termination Fee are not a penalty, but rather are liquidated damages in a reasonable amount that will compensate the Parent Parties in the circumstances in which the Company Termination Fee is payable by the Company or the Company in circumstances in which the HoldCo Termination Fee is payable by HoldCo, in each case, for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(f) Subject to Section 10.10, in the event that any Parent Party fails to effect the Closing for any reason or no reason or they otherwise breach this Agreement (whether willfully, intentionally, unintentionally or otherwise) or otherwise fail to perform hereunder (whether willfully, intentionally, unintentionally or otherwise), the Company's right to terminate this Agreement and receive the HoldCo Termination Fee pursuant to Section 9.3 and if applicable, the costs and expenses of the Company pursuant to Section 9.3(d), the guarantee of such obligations pursuant to the Limited Guarantees (subject to their terms, conditions and limitations) and the Company's right to seek specific performance in accordance with Section 10.10 shall be the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of the Company or any of its Subsidiaries and any of their respective Affiliates, Representatives, members, managers, or partners (collectively, the "Company Group") against (i) the Parent Parties and the Sponsor, (ii) the former, current or future direct or indirect holders of any equity, general or limited partnership or limited liability company interest, management companies, portfolio companies, incorporators, controlling Persons, directors, officers, employees, agents, advisors, attorneys, representatives, members, managers, general or limited partners, stockholders, shareholders, successors, assignees or Affiliates of the Parent Parties or the Sponsor, (iii) any lender or prospective lender, lead arranger, arranger, agent or Representative of or to the Parent Parties or the Sponsor, or (iv) any former, current or future direct or indirect holders of any equity, general or limited partnership or limited liability company interest, management companies, portfolio companies, incorporators, controlling Persons, directors, officers, employees, agents, advisors, attorneys, representatives, members, managers, general or limited partners, stockholders, shareholders, successors, assignees or Affiliates of any of the foregoing (clauses (i)−(iv), collectively, the "HoldCo Group"), for any loss or damage suffered as a result of any breach of any representation, warranty, covenant or agreement (whether willfully, intentionally, unintentionally or otherwise) or failure to perform hereunder (whether willfully, intentionally, unintentionally or otherwise) or other failure of the Merger or the other Transactions to be consummated (whether willfully, intentionally, unintentionally or otherwise). For the avoidance of doubt, neither HoldCo nor any other member of the HoldCo Group shall have any liability for monetary damages of any kind or nature or arising in any circumstance in connection with this Agreement or any of the Transactions (including the Equity Commitment Letters, the Debt Commitment Letters and the Limited Guarantees) other than the payment of the HoldCo Termination Fee pursuant to Section 9.3(b), the costs and expenses pursuant to Section 9.3(d) and any amounts pursuant to Section 7.5(g), and in no event shall any member of the Company Group seek, or permit to be sought, on behalf of any member of the Company Group, any monetary damages from any member of the HoldCo Group in connection with this Agreement or any of the Transactions (including the Equity Commitment Letters, the Debt Commitment Letters and the Limited Guarantees), other than (without duplication) from any Parent Party to the extent provided in Section 9.3(b), Section 9.3(d) and Section 7.5(g) or the Guarantors to the extent provided in the relevant Limited Guarantee. Notwithstanding anything to the contrary herein and for the avoidance of doubt, none of the foregoing in this paragraph shall in any way restrict the Company's right to equitable relief pursuant to Section 10.10.

(g) Subject to Section 10.10, HoldCo's right to terminate this Agreement and receive the Company Termination Fee pursuant to Section 9.3 and if applicable, the costs and expenses of HoldCo pursuant to Section 9.3(d) and HoldCo's right to seek specific performance in accordance with Section 10.10, shall be the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of any member of the HoldCo Group against any member of the Company Group for any loss or damage suffered as a result of any breach of any representation, warranty, covenant or agreement (whether willfully, intentionally, unintentionally or otherwise) or failure to perform hereunder (whether willfully, intentionally, unintentionally or otherwise) or other failure of the Merger to be consummated (whether willfully, intentionally, unintentionally or otherwise). Neither the Company nor any other member of the Company Group shall have any liability for monetary damages of any kind or nature or arising in any circumstance in connection with this Agreement or any of the Transactions other than the payment by the Company of the Company Termination Fee pursuant to Section 9.3(a) and the costs and expenses pursuant to Section 9.3(d), and in no event shall any of the Parent Parties or any other member of the HoldCo Group seek, or permit to be sought, on behalf of any member of the HoldCo Group, any monetary damages from any member of the Company Group in connection with this Agreement or any of the Transactions, other than (without duplication) from the Company to the extent provided in Section 9.3(a) and Section 9.3(d).

ARTICLE X

MISCELLANEOUS

Section 10.1 Amendment and Modification; Waiver.

(a) Subject to applicable Law and except as otherwise provided in this Agreement, this Agreement may be amended, modified and supplemented, at any time prior to the Effective Time, by written agreement of the Parties by action taken (i) with respect to the Parent Parties, by or on behalf of their respective board of directors, and (ii) with respect to the Company, by the Company

Board (acting upon recommendation of the Special Committee); provided, however, that after receipt of the Shareholder Approval, no amendment shall be made which by Law requires further approval by the shareholders of the Company without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

(b) At any time and from time to time prior to the Effective Time, any Party or Parties may, to the extent legally allowed and except as otherwise set forth herein, (i) extend the time for the performance of any of the obligations or other acts of the other Party or Parties, as applicable, (ii) waive any inaccuracies in the representations and warranties made to such Party or Parties contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for the benefit of such Party or Parties contained herein. Any agreement on the part of a Party or Parties to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party or Parties, as applicable. Any delay in exercising any right under this Agreement shall not constitute a waiver of such right.

Section 10.2 No Survival of Representations and Warranties. None of the representations and warranties in this Agreement or other document delivered pursuant to this Agreement shall survive the Effective Time. This Section 10.2 shall not limit any covenant or agreement of the Parties that by its terms contemplates performance after the Effective Time, which shall survive the Effective Time until fully performed.

Section 10.3 Expenses. Except as specifically provided otherwise herein, all Expenses shall be paid by the Party incurring such Expenses.

Section 10.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, or by electronic mail when no error message is generated, or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, or on the next Business Day if transmitted by international overnight courier, in each case to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

if to the Company, to:

Special Committee of the Board of Directors
New Frontier Health Corporation
10 Jiuxianqiao Road, Hengtong Business Park, B7 Building, 1/F
Chaoyang District, 100015, Beijing, China
Attention: Edward Leong Che-hung, Frederick Ma Si-hang and Lawrence Chia
Email: nfh.specialcommittee@dpw.com

with a required copy to (which shall not constitute notice):

Davis Polk & Wardwell LLP
2201 China World Office 2, 1 Jian Guo Men Wai Avenue
Chaoyang District, Beijing 100004, China
Attention: Howard Zhang
Email: howard.zhang@davispolk.com

and

if to the Parent Parties, to:

Unit 3004, Garden Square
No. 968, Beijing West Road, Jing'An
Shanghai, China
Attention: Carl Wu
E-mail: carl@new-frontier.com

with a required copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP
3901 China World Tower
1 Jianguomenwai Avenue
Beijing 100004, China
Attention: Yang Wang
E-mail: Yang.Wang@stblaw.com

Section 10.5 Counterparts. This Agreement may be executed manually, electronically by email or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Parties.

Section 10.6 Entire Agreement; Third-Party Beneficiaries.

(a) This Agreement (including the Exhibits and Schedules hereto), and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between any Parties, with respect to the subject matter hereof.

(b) This Agreement shall be binding upon and inure solely to the benefit of each Party, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than at and after the Effective Time, with respect to the provisions of Section 7.6, Section 9.3, Section 10.1, this Section 10.6(b) and Section 10.8 (which are intended to be for the benefit of the Persons covered thereby and may be enforced by such Persons); provided, however, that in no event shall any holders of Shares, Warrants, Company Options or Company RSU Awards, in each case in their capacity as such, have any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Merger is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Merger are fulfilled to the greatest extent possible.

Section 10.8 Governing Law; Jurisdiction.

(a) This Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York, without regard to the conflicts of Law principles thereof that would subject such matter to the Laws of another jurisdiction, except that the following matters arising out of or relating to this Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the Cayman Islands in respect of which the Parties hereby irrevocably submit to the nonexclusive jurisdiction of the courts of the Cayman Islands: the Merger, the vesting of the undertaking, property and liabilities of Merger Sub and the Company in the Surviving Entity, the cancellation of the Shares, the rights provided for in Section 238 of the CICL with respect to any Dissenting Shares, the fiduciary or other duties of the Company Board and the directors of Merger Sub and the internal corporate affairs of the Company and Merger Sub.

(b) Subject to the exception for jurisdiction of the courts of the Cayman Islands in Section 10.8(a), any Actions arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 10.8 (the "Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal

shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing Parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(c) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 10.8, any Party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the Laws of the State of New York.

Section 10.9 Assignment. This Agreement shall not be assigned (whether pursuant to a merger, by operation of Law or otherwise), except that the Parent Parties may assign all or any of their rights and obligations hereunder (i) to any wholly-owned Subsidiary of HoldCo by prior written notice to the Company, or (ii) to the Debt Financing or Alternative Financing sources pursuant to the terms thereof (solely to the extent necessary to create a security interest herein or otherwise assign as collateral in respect of the Debt Financing or Alternative Financing), provided, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations.. Any purported assignment in violation of this Section 10.9 shall be void.

Section 10.10 Enforcement; Remedies.

(a) Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

(b) The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Except as set forth in this Section 10.10, including the limitations set forth in Section 10.10(c), it is agreed that any Party shall be entitled to specific performance of the terms and provisions of this Agreement (including the Parties' obligation to consummate the Merger, subject in each case to the terms and conditions of this Agreement), including an injunction and other equitable relief to prevent breaches of this Agreement by the other Parties and, in the case of the Company, an injunction, specific performance or other equitable relief to enforce the obligations of the Parent Parties, to cause the Equity Financing to be funded and to effect the Closing, in addition to any other remedy by law or equity. If any Party brings any Action to enforce specifically the performance of the terms and provisions hereof, the Outside Date shall automatically be extended by (x) the amount of time during which such Action is pending, plus twenty (20) Business Days or (y) such other time period established by the court presiding over such Action.

(c) Notwithstanding anything herein to the contrary, the Company shall have the right to obtain an injunction, specific performance or other equitable relief to enforce the obligations of HoldCo, Parent and Merger Sub to cause the Equity Financing to be funded and to effect the Closing only in the event that (i) all conditions set forth in Section 8.1 and Section 8.2 (other than those conditions that by their nature are to be satisfied at the Closing) have been satisfied or waived in accordance with this Agreement, (ii) HoldCo, Parent and Merger Sub have failed to complete the Closing by the date the Closing is required to have occurred pursuant to Section 2.2, (iii) the Debt Financing or the Alternative Financing has been funded or will be funded at the Closing if the Equity Financing is funded at the Closing, and (iv) the Company has irrevocably confirmed in writing that (A) all conditions set forth in Section 8.3 have been satisfied or that the Company is waiving any of the conditions to the extent not so satisfied in Section 8.3 (other than those conditions that by their terms are to be satisfied at the Closing) and (B) if specific performance is granted and the Equity Financing and Debt Financing are funded, then it would take such actions required of it by this Agreement to cause the Closing to occur. For the avoidance of doubt, in no event shall the Company be entitled to specific performance to cause HoldCo, Parent or Merger Sub to cause the Equity Financing to be funded or to effect the Closing in accordance with Section 2.2 if the Debt Financing or the Alternative Financing (as applicable) has not been funded and will not be funded at the Closing even if the Equity Financing is funded at the Closing.

(d) The Parties' right to specific performance is an integral part of the Transactions and each Party waives (i) any defenses in any action for an injunction or other appropriate form of specific performance or equitable relief, including the defense that a remedy at law would be adequate or that an award of specific performance is not an appropriate remedy for any reason at law or equity and (ii) any requirement under any Law to post a bond or other security as a prerequisite to obtaining an injunction or other appropriate form of specific performance or equitable relief. Notwithstanding anything herein to the contrary, (x) while the Parties may pursue both a grant of specific performance and the payment of the amounts set forth in Section 9.3, none of the Parent Parties, on the one hand, nor the Company, on the other hand, shall be permitted or entitled to receive both a grant of specific performance that results in a Closing and payment of such amounts, and (y) upon the payment of such amounts, the remedy of specific performance shall not be available against the party making such payment and, if such party is any Parent Party, any other member of the HoldCo Group or, if such party is the Company, any other member of the Company Group.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parent Parties and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

NEW FRONTIER HEALTH CORPORATION

By: /s/ Lawrence Chia
Name: Lawrence Chia
Title: Authorized Signatory

[Unicorn II – Signature Page to Merger Agreement]

IN WITNESS WHEREOF, the Parent Parties and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

UNICORN II HOLDINGS LIMITED

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

UNICORN II PARENT LIMITED

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

UNICORN II MERGER SUB LIMITED

By: /s/ Carl Wu
Name: Carl Wu

Title: Authorized Signatory

[*Unicorn II – Signature Page to Merger Agreement*]

Schedule I

LIST OF GUARANTORS

Schedule II

LIST OF ROLLOVER SECURITYHOLDERS, ROLLOVER SHARES AND ROLLOVER WARRANTS

Exhibit A

PLAN OF MERGER

THIS PLAN OF MERGER is made on _____, 2021

BETWEEN

(1) **NEW FRONTIER HEALTH CORPORATION**, an exempted company incorporated under the laws of the Cayman Islands having its registered office at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the "Company" or the "Surviving Company"); and

(2) **UNICORN II MERGER SUB LIMITED**, an exempted company incorporated under the laws of the Cayman Islands having its registered office at the office of Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands (the "Merging Company" and together with the Company, the "Constituent Companies").

WHEREAS

(A) The respective boards of directors of the Company and the Merging Company have approved the merger of the Constituent Companies pursuant to section 233(3) of the Companies Act (As Revised) of the Cayman Islands (the "Companies Act"), pursuant to which the Merging Company will merge with and into the Company and cease to exist, with the Surviving Company continuing as the surviving company in the merger (the "Merger"), upon the terms and subject to the conditions of the Agreement and Plan of Merger dated [●] by and among Unicorn II Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands, Unicorn II Parent Limited, an exempted company incorporated under the laws of the Cayman Islands, the Company and the Merging Company (the "Merger Agreement") and this Plan of Merger and pursuant to provisions of Part XVI of the Companies Act.

(B) The shareholders of each of the Company and the Merging Company have approved and authorised this Plan of Merger on the terms and subject to the conditions set forth herein and otherwise pursuant to section 233(6) of the Companies Act.

(C) Each of the Company and the Merging Company wishes to enter into this Plan of Merger pursuant to the provisions of Part XVI of the Companies Act.

IT IS AGREED

1. **DEFINITIONS AND INTERPRETATION**

1.1 Terms not otherwise defined in this Plan of Merger shall have the meanings given to them in the Merger Agreement, a copy of which is annexed at Annexure 1 hereto.

2. **PLAN OF MERGER**

2.1 Company Details:

(a) The constituent companies (as defined in the Companies Act) to this Plan of Merger are the Company and the Merging Company.

(b) The surviving company (as defined in the Companies Act) is the Surviving Company, which shall continue to be named New Frontier Health Corporation.

(c) The registered office of the Company at the date of this Plan of Merger is at the offices of the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. The registered office of the Merging Company at the date of this Plan of Merger is at the office of Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands. Following the effectiveness of the Merger, the registered office of the Surviving Company will be at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

(d) Immediately prior to the Effective Time, the authorised share capital of the Company is US$50,000 divided into 490,000,000 ordinary shares of a par value of US$0.0001 each and 10,000,000 preference shares of a par value of US$0.0001 each, of which [●] ordinary shares have been issued and [●] preference shares have been issued.

(e) Immediately prior to the Effective Time, the authorised share capital of the Merging Company is US$[●] divided into [●] shares of a par value of US$[●] each, of which [1] share has been issued.

(f) On the Effective Time, the authorised share capital of the Surviving Company shall be US$[●] divided into [●] shares of a par value of US$[●] each.

2.2 Effective Time

In accordance with Section 233(13) of the Companies Act, the Merger shall be effective on the date that this Plan of Merger is registered by the Registrar of Companies in the Cayman Islands (the "Registrar") (the "Effective Time").

2.3 Terms and Conditions; Share Rights

(a) At the Effective Time, and in accordance with the terms and conditions of the Merger Agreement:

(i) Each share of par value US$[●] of the Merging Company issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable ordinary share of par value US$0.0001 of the Surviving Company; such conversion shall be effected by means of the cancellation of such share of the Merging Company, in exchange for the right to receive one such ordinary share of the Surviving Company.

(ii) Each (a) ordinary share of par value US$0.0001 of the Company issued and outstanding immediately prior to the Effective Time and (b) preference share of par value US$0.00001 of the Company issued and outstanding immediately prior to the Effective Time (in each case, other than the Excluded Shares and the Dissenting Shares) shall be cancelled and cease to exist in exchange for the right to receive US$12.00 in cash per Share without interest (the "Per Share Merger Consideration");

(iii) Each Excluded Share issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist, without payment of any consideration or distribution therefor; and

(iv) Each Dissenting Share shall be cancelled and shall cease to exist in accordance with Section 3.5 of the Merger Agreement, and shall carry no rights other than the right to receive the applicable payments pursuant to the procedure set forth in Section 3.5 of the Merger Agreement.

(b) At the Effective Time, the rights and restrictions attaching to the ordinary shares of the Surviving Company shall be as set out in the Amended and Restated Memorandum and Articles of Association of the Surviving Company in the form annexed at Annexure 2 hereto.

(c) At the Effective Time, the Memorandum and Articles of Association of the Company shall be amended and restated by their deletion in their entirety and the substitution in their place of the Amended and Restated Memorandum and Articles of Association of the Surviving Company in the form annexed at Annexure 2 hereto.

(d) At the Effective Time, the rights, property of every description including choses in action, and the business, undertaking, goodwill, benefits, immunities and privileges of each of the Constituent Companies shall immediately vest in the Surviving Company which shall be liable for and subject, in the same manner as the Constituent Companies, to all mortgages, charges, or security interests and all contracts, obligations, claims, debts and liabilities of each of the Constituent Companies.

2.4 Directors' Interests in the Merger

(a) The names and addresses of each director of the Surviving Company after the Merger becomes effective are:

(i) [●]

(b) There are no amounts or benefits paid or payable to any director of either of the Constituent Companies or the Surviving Company consequent upon the Merger.

2.5 Secured Creditors

(a) The Surviving Company has no secured creditor and has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.

(b) The Merging Company has no secured creditor and has granted no fixed or floating security interests that are outstanding as at the date of this Plan of Merger.

3. VARIATION

3.1 At any time prior to the Effective Time, this Plan of Merger may be amended by the boards of directors of both the Surviving Company and the Merging Company to:

(i) change the Effective Time provided that such changed date shall not be a date later than the ninetieth day after the date of registration of this Plan of Merger with the Registrar; and

(ii) effect any other changes to this Plan of Merger as the Merger Agreement or this Plan of Merger may expressly authorise the Boards of Directors of both the Surviving Company and the Merging Company to effect in their discretion.

4. TERMINATION

4.1 At any time prior to the Effective Time, this Plan of Merger may be terminated by the Boards of Directors of both the Surviving Company and the Merging Company in accordance with the terms of the Merger Agreement.

5. COUNTERPARTS

5.1 This Plan of Merger may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Plan of Merger by executing any such counterpart.

6. GOVERNING LAW

6.1 This Plan of Merger and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Cayman Islands.

6.2 Each of the parties agrees that the courts of the Cayman Islands shall have jurisdiction to hear and determine any action or proceeding arising out of or in connection with this Plan of Merger only, and any non-contractual obligations arising out of or in connection with it, and for that purpose each party irrevocably submits to the jurisdiction of the courts of the Cayman Islands.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof this Plan of Merger has been entered into by the parties on the day and year first above written.

SIGNED for and on behalf of UNICORN II MERGER SUB LIMITED:) Duly Authorised Signatory
)
) Name:_____
)
) Title:_____
)
)

SIGNED for and on behalf of NEW FRONTIER HEALTH CORPORATION:) Duly Authorised Signatory
)
) Name:_____
)
) Title:_____
)
)

ANNEXURE 1

MERGER AGREEMENT

ANNEXURE 2

AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION OF SURVIVING COMPANY

Exhibit 99.2

EXECUTION VERSION

LIMITED GUARANTEE

This LIMITED GUARANTEE (this "Limited Guarantee"), dated as of August 4, 2021, is made by [Guarantor 1], [Guarantor 2] and [Guarantor 3] (each a "Guarantor," and collectively, the "Guarantors") in favor of New Frontier Health Corporation, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Guaranteed Party"). Each capitalized term used and not defined herein shall have the meaning ascribed to it in the Merger Agreement, except as otherwise provided herein.

1. Limited Guarantee.

(a) To induce the Guaranteed Party to enter into that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement") among Unicorn II Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("HoldCo"), Unicorn II Parent Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of HoldCo ("Parent"), Unicorn II Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), and the Guaranteed Party, pursuant to which Merger Sub will merge with and into the Guaranteed Party (the "Merger"), the Guarantors, intending to be legally bound, hereby absolutely, irrevocably and unconditionally guarantee to the Guaranteed Party, as a primary obligor and not merely as a surety, subject to the terms and conditions hereof, but only up to the Maximum Amount (as defined below), the due and punctual payment, performance and discharge of [●]% (the "Guaranteed Percentage") of HoldCo's obligation (i) to pay the Guaranteed Party the HoldCo Termination Fee if and when due pursuant to Section 9.3(b) of the Merger Agreement, (ii) to pay any amounts if and when due pursuant to Section 9.3(d) of the Merger Agreement, and (iii) to pay any amounts if and as required pursuant to Section 7.5(g) of the Merger Agreement (the obligations contemplated by the immediately preceding clauses (i), (ii) and (iii) collectively, without regard to the Guaranteed Percentage, the "Guaranteed Obligations"); provided that (x) the maximum aggregate liability of the Guarantors hereunder shall not exceed US$[●] less the Guaranteed Percentage of any amount actually paid by or on behalf of HoldCo to the Guaranteed Party in respect of the Guaranteed Obligations (the "Maximum Amount"), (y) the liabilities of each Guarantor hereunder shall be several, and not joint and several, based on its pro rata percentage as set forth opposite each Guarantor's name in Schedule A hereto (each, a "Pro Rata Percentage" of the relevant Guarantor) (subject to adjustment by the Guarantors from time to time, provided that such adjustment shall be accompanied by the assignment of the corresponding portions of the rights and obligations hereunder pursuant to Section 11 in relation to the adjusted liabilities of the Guarantors and shall be notified to the Guaranteed Party substantially concurrently with (and in any event within 24 hours of) the adjustment; provided further that in any event the total Pro Rata Percentage of the Guarantors (including any permitted assigns) shall always equal 100%); and (z) the maximum aggregate liability of each Guarantor hereunder with respect to the Guaranteed Percentage of the Guaranteed Obligations shall not exceed such Guarantor's Pro Rata Percentage of the Maximum Amount (each, a "Pro Rata Percentage Maximum Amount"), and the Guaranteed Party hereby agrees that (A) the Guarantors shall in no event be required to pay more than the Maximum Amount and no Guarantor shall in any event be required to pay more than its Pro Rata Percentage Maximum Amount under or in respect of this Limited Guarantee and (B) no Guarantor shall have any obligation or liability to any Person (including, without limitation, to the Guaranteed Party Group (as defined below)) relating to, arising out of or in connection with this Limited Guarantee, the Merger Agreement or the letter agreement dated on or around date hereof between the Guarantors and HoldCo, pursuant to which the Guarantors have agreed to make a certain equity contribution to HoldCo (the "Equity Commitment Letter"), other than as expressly set forth herein or in the Equity Commitment Letter. This Limited Guarantee may be enforced for the payment of money only. The Guaranteed Party, by execution of this Limited Guarantee, further acknowledges that, in the event that HoldCo has any unsatisfied Guaranteed Obligations, payment of the Pro Rata Percentage of the Guaranteed Percentage of the Guaranteed Obligations in accordance with and subject to the terms and conditions hereof (including the applicable Pro Rata Percentage Maximum Amount) by any Guarantor (or by any other person on behalf of such Guarantor) shall constitute satisfaction in full of such Guarantor's obligations with respect thereto. All payments hereunder shall be made in United States dollars in immediately available funds. Concurrently with the delivery of this Limited Guarantee, each of [●], [●] and [●](collectively, the "Other Guarantors," and each, an "Other Guarantor") is also entering into a limited guarantee substantially identical to this Limited Guarantee (collectively, the "Other Guarantees," and each, an "Other Guarantee") with the Guaranteed Party. The Guaranteed Party represents to the Guarantors that, other than this Limited Guarantee, the Other Guarantees and the Equity Commitment Letters (as defined below), and except as has been furnished to the Guarantors prior to the date hereof, there has been and will be no agreement, understanding or other arrangement (whether written or oral) entered into by the Guaranteed Party with any Other Guarantor in respect of the subject matters of this Limited Guarantee or the Other Guarantees. This Limited Guarantee shall become effective upon the substantially simultaneous signing of this Limited Guarantee and the Other Guarantees.

(b) All payments made by the Guarantors hereunder shall be free and clear of any deduction, offset, defense, claim or counterclaim of any kind. If HoldCo fails to pay or cause to be paid any or all of the Guaranteed Obligations as and when due pursuant to Section 9.3(b), 9.3(d), or 7.5(g) of the Merger Agreement, as applicable, and subject to the other relevant terms and limitations of the Merger Agreement, then each Guarantor shall immediately pay to the Guaranteed Party such Guarantor's Pro Rata Percentage of the Guaranteed Percentage of such Guaranteed Obligations (subject to the Maximum Amount and the Pro Rata Percentage Maximum Amounts), and the Guaranteed Party may at any time and from time to time, at the Guaranteed Party's option, and so long as HoldCo remains in breach of such Guaranteed Obligation, take any and all actions available hereunder or under applicable Law to collect such Guaranteed Obligations from the Guarantors, subject to the Maximum Amount and the Pro Rata Percentage Maximum Amounts.

(c) The Guarantors hereby agree to pay on demand all reasonable and documented out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred by the Guaranteed Party in connection with the enforcement of its rights hereunder, if (i) any Guarantor asserts in any arbitration, litigation or other proceeding that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms and the Guaranteed Party prevails in such arbitration, litigation or other proceeding or (ii) any Guarantor fails or refuses to make any payment to the Guaranteed Party hereunder when due and payable and it is determined judicially or by arbitration that such Guarantor is required to make such payment hereunder.

2. Nature of Guarantee.

(a) This Limited Guarantee is an unconditional and continuing guarantee of payment, not of collection, and a separate action or actions may be brought and prosecuted against the Guarantors to enforce this Limited Guarantee, irrespective of whether any action is brought against HoldCo, Parent, Merger Sub or any other Person or whether HoldCo, Parent, Merger Sub or any other Person is joined in any such action or actions. Notwithstanding anything to the contrary contained in this Limited Guarantee or any other document, the obligations of the Guarantors under this Limited Guarantee, on the one hand, and the obligations of each Other Guarantor under the applicable Other Guarantee, on the other hand, shall be several and not joint.

(b) The liability of the Guarantors under this Limited Guarantee shall, to the fullest extent permitted under applicable Law, be absolute, irrevocable and unconditional, irrespective of:

(i) any change in the corporate existence, structure or ownership of HoldCo, Parent or Merger Sub, or any other Person interested in the Transactions;

(ii) any insolvency, bankruptcy, reorganization, liquidation or other similar proceeding affecting HoldCo, Parent, Merger Sub or any other Person now or hereafter interested in the Transactions or any of their respective assets;

(iii) any waiver, amendment, modification of, or other consent to or departure from the Merger Agreement or any other agreement or instrument evidencing, securing or otherwise executed by HoldCo, Parent, Merger Sub, any Other Guarantor or any other Person interested in the Transactions in connection with any of the Guaranteed Obligations, or any change in the manner, place or terms of payment or performance of, any change or extension of the time of payment or performance of, or any renewal or alteration of, any Guaranteed Obligation, any escrow arrangement or other security therefor, or any liability incurred directly or indirectly in respect thereof, in each case to the extent that any of the foregoing does not have the effect of increasing the Maximum Amount;

(iv) the existence of any claim, set-off or other right that the Guarantors may have at any time against HoldCo, Parent, Merger Sub, the Guaranteed Party or any other Person, whether in connection with any Guaranteed Obligation or otherwise, other than in each case (A) any claim or set-off against or defense to the payment of the Guaranteed Obligations that are available to HoldCo, Parent or Merger Sub under the Merger Agreement, (B) with respect to this Limited Guarantee, a breach by the Guaranteed Party of this Limited Guarantee or (C) in respect of fraud or willful misconduct of the Guaranteed Party or any of its Affiliates in connection with the Merger Agreement or the Transactions;

(v) the failure of the Guaranteed Party to assert any claim or demand or enforce any right or remedy against HoldCo, Parent, Merger Sub, any Other Guarantor or any other Person primarily or secondarily liable with respect to any Guaranteed Obligation;

(vi) the adequacy of any other means the Guaranteed Party may have of obtaining repayment of any of the Guaranteed Obligations;

(vii) any other act or omission that may in any manner or to any extent vary the risk of the Guarantors or otherwise operate as a discharge of the Guarantors as a matter of law or equity (other than as a result of payment of the Guaranteed Obligations in accordance with their terms), other than in each case with respect to (A) any claim or set-off against or defense to the payment of the Guaranteed Obligations that are available to HoldCo, Parent or Merger Sub under the Merger Agreement, (B) with respect to this Limited Guarantee, a breach by the Guaranteed Party of this Limited Guarantee or (C) in respect of fraud or willful misconduct of the Guaranteed Party or any of its Affiliates in connection with the Merger Agreement or the Transactions; or

(viii) the value, genuineness, validity, illegality or enforceability of the Merger Agreement, any Other Guarantee, the Equity Commitment Letter, the equity commitment letters entered into between the investors other than the Guarantors (collectively, the "Other Investors") and HoldCo dated on or around the date hereof (collectively, the "Other Equity Commitment Letters" and together with the Equity Commitment Letter, collectively, the "Equity Commitment Letters"), or any other agreement or instrument referred to herein or therein, other than in each case with respect to (A) any claim or set-off against or defense to the payment of the Guaranteed Obligations that are available to HoldCo, Parent or Merger Sub under the Merger Agreement, (B) with respect to this Limited Guarantee, a breach by the Guaranteed Party of this Limited Guarantee or (C) in respect of fraud or willful misconduct of the Guaranteed Party or any of its Affiliates in connection with the Merger Agreement or the Transactions.

(c) The Guarantors hereby waive any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by the Guaranteed Party upon this Limited Guarantee or acceptance of this Limited Guarantee. Without expanding the obligations of the Guarantors hereunder, the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Limited Guarantee, and all dealings between HoldCo and/or the Guarantors, on the one hand, and the Guaranteed Party, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Limited Guarantee. When pursuing any of its rights and remedies hereunder against the Guarantors, the Guaranteed Party shall be under no obligation to pursue (or elect among) such rights and remedies it may have against HoldCo, Parent, Merger Sub, any Other Guarantor or any other Person for the Guaranteed Obligations or any right of offset with respect thereto, and any failure by the Guaranteed Party to pursue (or elect among) such other rights or remedies or to collect any payments from HoldCo or any such other Person or to realize upon or to exercise any such right of offset, and any release by the Guaranteed Party of HoldCo or any such other Person or any right of offset, shall not relieve the Guarantors of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of Law, of the Guaranteed Party.

(d) To the fullest extent permitted by Law, the Guarantors irrevocably waive promptness, diligence, grace, acceptance hereof, presentment, demand, notice of non-performance, default, dishonor and protest and any other notice, in each case, to the extent not provided for herein (except for notices to be provided to HoldCo pursuant to the terms of the Merger Agreement), all defenses which may be available by virtue of any valuation, stay, moratorium Law or other similar Law now or hereafter in effect, any right to require the marshaling of assets of any Person interested in Transactions, and all suretyship defenses generally (other than defenses to the payment of the Guaranteed Obligations (i) that are available to Parent or Merger Sub under the Merger Agreement, (ii) in respect of a breach by the Guaranteed Party of this Limited Guarantee or (iii) in respect of fraud or willful misconduct of the Guaranteed Party or any of its Affiliates in connection with the Merger Agreement or this Limited Guarantee).

(e) The Guaranteed Party shall not be obligated to file any claim relating to any Guaranteed Obligation in the event that HoldCo, Parent, Merger Sub or any Other Guarantor becomes subject to a bankruptcy, insolvency, reorganization or similar proceeding, and the failure of the Guaranteed Party to so file shall not affect the Guarantors' obligations hereunder. In the event that any

payment to the Guaranteed Party in respect of any Guaranteed Obligation is rescinded or must otherwise be returned to HoldCo, Parent, Merger Sub, the Guarantors, any Other Guarantor or any other Person for any reason whatsoever (other than any rescissions or returned payments due to or as a result of fraud or willful misconduct of the Guaranteed Party or any of its Affiliates), the Guarantors shall remain liable hereunder in accordance with the terms hereof with respect to such Guaranteed Obligation as if such payment had not been made, so long as this Limited Guarantee has not been terminated in accordance with its terms.

(f) Notwithstanding anything to the contrary contained in this Limited Guarantee, the Guaranteed Party hereby agrees that: (i) the Guarantors shall have all defenses to the payment of their obligations under this Limited Guarantee that would be available to HoldCo, Parent and/or Merger Sub under the Merger Agreement with respect to the Guaranteed Obligations as well as any defenses in respect of fraud or willful misconduct of any member of the Guaranteed Party Group or any breach by the Guaranteed Party of any term hereof, and (ii) the Guarantors may assert, as a defense to, or release or discharge of, any payment or performance by the Guarantors under this Limited Guarantee, any claim, set-off, deduction, defense or release that HoldCo, Parent or Merger Sub would be entitled to assert against the Guaranteed Party under the terms of, or with respect to, the Merger Agreement that would relieve each of HoldCo, Parent and Merger Sub of its obligations under the Merger Agreement with respect to the Guaranteed Obligations.

3. Sole Remedy; No Recourse. Notwithstanding anything that may be expressed or implied in this Limited Guarantee or any document or instrument delivered in connection herewith and notwithstanding any equitable, common law or statutory right or claim that may be available to the Guaranteed Party Group, by its acceptance of the benefits of this Limited Guarantee, the Guaranteed Party covenants, agrees and acknowledges, on behalf of it and the Guaranteed Party Group, that no Person other than the Guarantors (or any successors and permitted assignees thereof) has any obligations hereunder and that, notwithstanding that any Guarantor or any of its respective successors or permitted assigns may be a partnership, limited liability company or corporation, except for the Retained Claims (as defined below), the Guaranteed Party has no right of recovery under this Limited Guarantee or, in any document or instrument delivered in connection herewith, or for any claim based on, in respect of, or by reason of, such obligations or liabilities or their creation, against, and no recourse shall be had against and no personal liability shall attach to, the former, current or future direct or indirect holders of any equity, general or limited partnership or limited liability company interest, management companies, portfolio companies, incorporators, controlling persons, directors, officers, employees, agents, advisors, attorneys, representatives, members, managers, general or limited partners, stockholders, shareholders, successors, assignees or Affiliates (other than any permitted assignee under Section 11) of any of the Guarantors, HoldCo, Parent, Merger Sub or the Other Guarantors, or any former, current or future direct or indirect holder of any equity, general or limited partnership or limited liability company interest, controlling person, management company, portfolio company, incorporator, director, officer, employee, attorney, general or limited partner, stockholder, shareholder, member, manager, Affiliate (other than any permitted assignee under Section 11), agent, advisor, or representative, successors or assignees of any of the foregoing (each a "Non-Recourse Party"), through HoldCo, Parent, Merger Sub or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of HoldCo, Parent or Merger Sub against any Non-Recourse Party (including for any claim and action to compel HoldCo to enforce the Equity Commitment Letter), by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise, except for Retained Claims (as defined below); provided, however, that notwithstanding anything to the contrary in this Agreement, in the event any Guarantor (A) consolidates with or merges with any other Person and is not the continuing or surviving entity of such consolidation or merger or (B) transfers or conveys all or a substantial portion of its properties and other assets to any Person such that the sum of such Guarantor's remaining net assets plus unfunded capital commitments which it is entitled to call is less than the Pro Rata Percentage Maximum Amount as of the time of such transfer, then, and in each such case, the Guaranteed Party may seek recourse, whether by the enforcement of any judgment or assessment, by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable Law, against such continuing or surviving entity or such Person, as the case may be, but only if the Guarantor fails to satisfy its payment obligations hereunder and only to the extent of the liability of the Guarantor hereunder. The Guaranteed Party further covenants, agrees and acknowledges that the only rights of recovery and claims against any Guarantor or any Non-Recourse Party that the Guaranteed Party, any of its Affiliates, any of the direct or indirect shareholder of the Guaranteed Party or any of its Subsidiaries, or any of the Affiliates, direct or indirect, former, current or future equity holders, management companies, portfolio companies, incorporators, controlling persons, directors, officers, employees, members, managers, general or limited partners, stockholders, shareholders, representatives, advisors, attorneys, agents, successors or assignees of the foregoing (collectively, the "Guaranteed Party Group") has in respect of the Merger Agreement, this Limited Guarantee, the Equity Commitment Letters, the Support Agreement, the Other Guarantees, any other agreement or instrument delivered pursuant to the aforesaid transaction documents (the "Transaction Documents") or any of the transactions contemplated hereby or thereby, or in respect of any written or oral representations made or alleged to have been made in connection herewith or therewith, whether at law, in equity, in contract, in tort or otherwise, are its rights (including through exercise of third party beneficiary rights) to recover from, and assert claims against, (a) HoldCo, Parent and Merger Sub and their respective

successors and assigns under and to the extent expressly provided in the Merger Agreement, (b) the Guarantors (but not any Non-Recourse Party) and their respective successors and assigns under and to the extent expressly provided in this Limited Guarantee and the Other Guarantors and their respective successors and assigns pursuant to the Other Guarantees (in each case, subject to the Maximum Amount set forth in this Limited Guarantee or the applicable Other Guarantees to the extent applicable and, with respect to each Guarantor, its Pro Rata Percentage Maximum Amount set forth herein, and the other limitations described herein or therein), and (c) the Guarantors and their respective successors and assigns under and to the extent provided in the Equity Commitment Letter and the Other Investors and their respective successors and assigns under and to the extent provided in the applicable Other Equity Commitment Letters, in each case pursuant to and in accordance with the terms thereof (claims described under (a) through (c) collectively, the "Retained Claims"). The Guaranteed Party acknowledges and agrees that HoldCo, Parent and Merger Sub have no assets other than certain contract rights and cash in a *de minimis* amount and that no additional funds are expected to be contributed to HoldCo, Parent or Merger Sub other than as contemplated by the Equity Commitment Letter and the Other Equity Commitment Letters unless and until the Closing occurs. Nothing set forth in this Limited Guarantee shall confer or give or shall be construed to confer or give to any Person any rights or remedies against any Person including the Guarantors, except as expressly set forth herein to the Guaranteed Party against the Guarantors. For the avoidance of doubt, none of the Guarantors, HoldCo, Parent, Merger Sub, the Other Guarantors, the Other Investors or their respective successors and assigns under the Merger Agreement, the Equity Commitment Letters, this Limited Guarantee or the Other Guarantees shall be a Non-Recourse Party.

4. No Subrogation. No Guarantor shall exercise against HoldCo, Parent or Merger Sub any rights that arise from the existence, payment, performance, or enforcement of the Guaranteed Obligations under this Limited Guarantee (subject to the limitations described herein) (including, without limitation, rights of subrogation, reimbursement, exoneration, indemnification or contribution and any right to participate in any claim or remedy of the Guaranteed Party), whether arising by contract or operation of law (including, without limitation, any such right arising under bankruptcy or insolvency Laws) or otherwise, by reason of any payment by such Guarantor pursuant to the provisions of Section 1 hereof or with respect to any of the Guaranteed Obligations, including without limitation the right to take or receive from HoldCo, Parent or Merger Sub, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until the Guaranteed Obligations (subject to the Maximum Amount and the Pro Rata Percentage Maximum Amounts) have been paid in full.

5. Termination. This Limited Guarantee shall terminate (and the Guarantors shall have no further obligations hereunder) upon the earliest to occur of (a) the Effective Time, (b) the payment in full of the Guaranteed Obligations (subject to the Maximum Amount and the Pro Rata Percentage Maximum Amounts), and (c) the valid termination of the Merger Agreement in accordance with its terms under the circumstance of which HoldCo would not be obligated to pay the HoldCo Termination Fee or any other amount under Section 9.3(d) or Section 7.5(g) of the Merger Agreement pursuant to the Merger Agreement. Notwithstanding the immediately preceding sentence, the obligations of the Guarantors hereunder shall expire automatically ninety (90) days following the valid termination of the Merger Agreement in a manner giving rise to an obligation of HoldCo to pay the HoldCo Termination Fee or any other amount under Section 9.3(d) or Section 7.5(g) of the Merger Agreement (the "Fee Claim Period"), unless a claim for payment of the Guaranteed Obligations (subject to the Maximum Amount and the Pro Rata Percentage Maximum Amounts) is made in accordance with this Limited Guarantee prior to the end of the Fee Claim Period, in which case the Guarantors' obligations hereunder shall be discharged upon the date on which such claim is finally satisfied or otherwise resolved by agreement of the parties hereto pursuant to Section 13. In the event that any member of the Guaranteed Party Group expressly asserts in any litigation or other legal proceeding relating to this Limited Guarantee (i) that the provisions hereof (including, without limitation, Section 1 hereof limiting the Guarantors' aggregate liability to the Maximum Amount and limiting each Guarantor's aggregate liability to its Pro Rata Percentage Maximum Amount or Section 3 hereof relating to the sole and exclusive remedies of the Guaranteed Party Group against the Guarantors or any Non-Recourse Party) are illegal, invalid or unenforceable, in whole or in part, or (ii) any theory of liability against the Guarantors, any Non-Recourse Party, any Other Guarantor or any Non-Recourse Party of any Other Guarantor other than any Retained Claim, then (x) the obligations of the Guarantors under this Limited Guarantee shall terminate *ab initio* and be null and void, (y) if the Guarantors have previously made any payments under this Limited Guarantee, it shall be entitled to recover such payments from the Guaranteed Party and (z) none of the Guarantors, HoldCo, Parent, Merger Sub, or Non-Recourse Parties shall have any liability whatsoever (whether at law or in equity, whether sounding in contract, tort, statue or otherwise) to the Guaranteed Party Group with respect to the Transaction Documents, the transactions contemplated by the Transaction Documents or otherwise.

6. Continuing Guarantee. Unless terminated pursuant to the provisions of Section 5 hereof, this Limited Guarantee is a continuing one and shall remain in full force and effect until the indefeasible payment and satisfaction in full of the Guaranteed Obligations (subject to the Maximum Amount and the Pro Rata Percentage Maximum Amounts), shall be binding upon each Guarantor, its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Guaranteed Party and its successors, permitted transferees and permitted assigns; provided that notwithstanding anything to the contrary in this Limited Guarantee, the provisions of this Limited Guarantee that are for the benefit of any Non-Recourse Party (including the provisions of Sections 3, 5 and 16) shall indefinitely survive any termination of this Limited Guarantee for the benefit of the Guarantors and any such Non-Recourse Party. All obligations to which this Limited Guarantee applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

7. Entire Agreement. This Limited Guarantee, the Other Guarantees, the Merger Agreement (including any schedules, exhibits and annexes thereto and any other documents and instruments referred to thereunder), the Equity Commitment Letter, the Interim Investor Agreement and the Confidentiality Agreement (to the extent any Guarantor or any of its Affiliates is a party thereto) constitute the entire agreement with respect to the subject matter hereof, and supersede all other prior agreements and understandings, both written and oral, among HoldCo, Parent, Merger Sub and/or the Guarantors or any of their respective Affiliates, on the one hand, and the Guaranteed Party or any of its Affiliates, on the other hand.

8. Changes in Obligations; Certain Waivers. The Guarantors agree that, the Guaranteed Party may, subject to the terms hereof, in its sole discretion, at any time and from time to time, without notice to or further consent of the Guarantors, extend the time of payment of the Guaranteed Obligations (subject to the Maximum Amount and the Pro Rata Percentage Maximum Amounts), and may also make any agreement with HoldCo, Parent, Merger Sub or any Other Guarantor for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of any agreement between the Guaranteed Party and HoldCo, Parent, Merger Sub, any Other Guarantor or any other Person, without in any way impairing or affecting the Guarantors' obligations under this Limited Guarantee. Notwithstanding anything to the contrary, the Guaranteed Party shall not release any of the Other Guarantors from, or extend the time of payment of, any obligations under such Other Guarantees or amend or waive any provision of such Other Guarantees (but in any event excluding any adjustment to the Maximum Amount as applicable to such Other Guarantor pursuant to Section 1.2(b) of the Interim Investors Agreement) except to the extent the Guarantors under this Limited Guarantee is released, the payment obligation under this Limited Guarantee is extended or the provisions of the Limited Guarantee are amended or waived, in each case, on terms and conditions no less favorable than those applicable to the Other Guarantees.

9. Acknowledgement. Each of the Guarantors acknowledges that it will receive substantial indirect benefits from the Transactions and that the waivers, covenants and agreements set forth in this Limited Guarantee are knowingly made in contemplation of such benefits. Each of the Guarantors hereby covenants and agrees that, subject to Section 2(f), they shall not institute, and shall cause its Affiliates not to institute, any proceeding asserting that this Limited Guarantee is illegal, invalid or unenforceable in accordance with its terms.

10. Representations and Warranties. Each Guarantor hereby represents and warrants, severally and not jointly, that:

(a) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is formed and has all requisite corporate or similar power and authority to execute, deliver and perform this Limited Guarantee;

(b) the execution, delivery and performance of this Limited Guarantee have been duly authorized by all necessary action on such Guarantor's part and do not contravene any provision of such Guarantor's organizational documents or any Law, regulation, rule, decree, order, judgment or contractual restriction binding on such Guarantor or its assets;

(c) except as is not, individually or in the aggregate, reasonably likely to impair or delay such Guarantor's performance of its obligations in any material respect, all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this Limited Guarantee by such Guarantor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this Limited Guarantee;

(d) this Limited Guarantee has been duly and validly executed and delivered by such Guarantor and, assuming due execution and delivery of this Limited Guarantee and the Merger Agreement by all parties hereto and thereto, as applicable, other than the Guarantors, this Limited Guarantee constitutes a legal, valid and binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms, subject to the Enforceability Exceptions; and

(e) such Guarantor has the financial capacity to pay and perform its obligations under this Limited Guarantee, and all funds necessary for such Guarantor to fulfill its obligations under this Limited Guarantee shall be available to such Guarantor or its assignee pursuant to Section 11 for so long as this Limited Guarantee shall remain in effect in accordance with Section 6.

11. No Assignment. None of the Guarantors or the Guaranteed Party may assign or delegate its rights, interests or obligations hereunder to any other Person, in whole or in part, without the prior written consent of the Guaranteed Party (in the case of an assignment or delegation by any Guarantor) or the Guarantors (in the case of an assignment or delegation by the Guaranteed Party); except that the rights, interests or obligations of any Guarantor under this Limited Guarantee may be transferred and/or assigned, in whole or in part, by such Guarantor to any Affiliate of the Guarantors (including any other investment fund or investment vehicle sponsored, advised or managed by such Guarantor or the investment manager or an Affiliate of such Guarantor); provided, that such transfer and/or assignment shall not relieve such Guarantor of its obligations hereunder to the extent not performed by such transferee or assignee. Any attempted assignment in violation of this Section 11 shall be null and void.

12. Notices. All notices, requests, claims, demands and other communications hereunder shall be given by the means specified in Section 10.4 of the Merger Agreement (and shall be deemed given as specified therein) as follows:

if to the Guarantors:

[●]
Attention: [●]
Address: [●]
Email: [●]

with a copy to:

[●]
Attention: [●]
Address: [●]
Email: [●]

If to the Guaranteed Party, as provided in the Merger Agreement.

13. Governing Law; Dispute Resolution.

(a) This Limited Guarantee, and all claims or causes of action (whether at law or in equity, in contract or in tort) that may be based upon, arise out of or relate to this Limited Guarantee or the negotiation, execution or performance hereof, shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York, without regard to the conflicts of law principles thereof that would subject such matter to the Laws of another jurisdiction.

(b) Any Actions arising out of or in any way relating to this Limited Guarantee shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 13 (the "Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final

and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(c) Notwithstanding the foregoing, the parties hereto hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 13, any party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the Laws of the State of New York.

14. Counterparts. This Limited Guarantee shall not be effective until it has been executed and delivered by all parties hereto. This Limited Guarantee may be executed by facsimile or electronic transmission in pdf format, and in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

15. Third-Party Beneficiaries. This Limited Guarantee shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing express or implied in this Limited Guarantee is intended to, or shall, confer upon any other person any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Guaranteed Party to enforce, the obligations set forth herein; provided, that the Non-Recourse Parties shall be third party beneficiaries of the provisions hereof that are expressly for their benefit.

16. Confidentiality. This Limited Guarantee shall be treated as confidential and is being provided to the Guaranteed Party solely in connection with the Merger. This Limited Guarantee may not be used, circulated, quoted or otherwise referred to in any document (except for the Merger Agreement and any agreement or document referred to therein), except with the written consent of the Guarantors and the Guaranteed Party; provided that the parties may disclose the existence and content of this Limited Guarantee to the extent required by Law (or pursuant to a regulatory request), the applicable rules of any national securities exchange, in connection with any SEC filings relating to the Merger and in connection with any litigation relating to the Merger, the Merger Agreement or the Transactions as permitted by or provided in the Merger Agreement and the Guarantors may disclose it to any Non-Recourse Party or any of its Representatives that needs to know of the existence of this Limited Guarantee and is subject to the confidentiality obligations set forth herein.

17. Miscellaneous.

(a) No amendment, supplementation, modification or waiver of this Limited Guarantee or any provision hereof shall be enforceable unless approved by the Guaranteed Party and the Guarantors in writing. No failure on the part of either party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power hereunder. Subject to Section 5, no waiver by any party of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Except as otherwise set forth therein, each and every right, remedy and power hereby granted to either party or allowed it by Law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by such party at any time or from time to time subject to the terms and provisions hereof. The Guaranteed Party and its Affiliates are not relying upon any prior or contemporaneous statement, undertaking, understanding, agreement, representation or warranty, whether written or oral, made by or on behalf of the Guarantors or any Non-Recourse Party in connection with this Limited Guarantee except as expressly set forth herein by the Guarantors. The Guarantors and their Affiliates are not relying upon any prior or contemporaneous statement, undertaking, understanding, agreement, representation or warranty, whether written or oral, made by or on behalf of the Guaranteed Party in connection with this Limited Guarantee except as expressly set forth herein by the Guaranteed Party.

(b) Any term or provision of this Limited Guarantee that is invalid or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective solely to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced in violation of the limitation of the amount payable by the Guarantors hereunder to the Maximum Amount or by each Guarantor to its Pro Rata Percentage Maximum Amount provided in Section 1 hereof and to the provisions of Sections 3 and 5 hereof. Each party hereto covenants and agrees that it shall not assert, and shall cause its respective Affiliates and Representatives not to assert, that this Limited Guarantee or any part hereof is invalid, illegal or unenforceable in accordance with its terms.

(c) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Limited Guarantee.

(d) All parties hereto acknowledge that each party and its counsel have reviewed this Limited Guarantee and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Limited Guarantee.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each of the Guarantors has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer or representative thereunto duly authorized.

[GUARANTOR 1]

By: _____
Name:
Title:

[GUARANTOR 2]

By: _____
Name:
Title:

[GUARANTOR 3]

By: _____
Name:
Title:

Project Unicorn II – Signature Page to Limited Guarantee

IN WITNESS WHEREOF, the Guaranteed Party has caused this Limited Guarantee to be executed and delivered as of the date first written above by its officer or representative thereunto duly authorized.

NEW FRONTIER HEALTH CORPORATION

By: _____
Name:

Title: Authorized Signatory

Exhibit 99.3

EXECUTION VERSION

EQUITY COMMITMENT LETTER

August 4, 2021

Unicorn II Holdings Limited
89 Nexus Way, Camana Bay,
Grand Cayman, KY1-9009, Cayman Islands

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"), by and among Unicorn II Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("HoldCo"), Unicorn II Parent Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of HoldCo ("Parent"), Unicorn II Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub") and New Frontier Health Corporation, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), pursuant to which, upon the terms and subject to the conditions set forth therein, Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving the merger as a direct wholly-owned subsidiary of Parent. Concurrently with the delivery of this letter agreement, each of [●], [●] and [●] (collectively, the "Other Investors," and each, an "Other Investor") is entering into a letter agreement substantially identical to this letter agreement (collectively, the "Other Investor Equity Commitment Letters," and each, an "Other Investor Equity Commitment Letter") committing to invest or cause to be invested in HoldCo. Capitalized terms used and not defined herein but defined in the Merger Agreement shall have the meanings ascribed to them in the Merger Agreement. This letter agreement is being delivered by the undersigned (each individually, an "Investor" and collectively, the "Investors") to HoldCo in connection with the execution of the Merger Agreement.

1. Commitment. This letter agreement confirms the commitment of the Investors, subject to the terms and conditions set forth herein, to contribute (or cause to be contributed) (the "Contribution") to HoldCo for the Specified Purpose (as defined below), at or prior to the Effective Time, cash in the amount of US$[●] (such sum, subject to the adjustment pursuant to this Section 1, the "Commitment"), in exchange for equity securities of HoldCo to be issued to the Investors or a Person or Persons designated by the Investors. Such Commitment, and the corresponding commitments under the Other Investor Equity Commitment Letters, together with the proceeds of the Debt Financing and/or the Alternative Financing (if applicable), shall be used by HoldCo, to the extent necessary, solely for the purpose (the "Specified Purpose") of (a) funding (or causing to be funded) the Merger Consideration and any other amounts required to be paid by HoldCo, Parent or Merger Sub pursuant to the Merger Agreement, and (b) paying (or causing to be paid) fees and expenses incurred by HoldCo, Parent and Merger Sub in connection with the transactions contemplated by the Merger Agreement (which, in each case and for the avoidance of doubt, shall not include the HoldCo Termination Fee or any Guaranteed Obligations (as defined in the Limited Guarantee given by the Investors) in respect of the HoldCo Termination Fee under the Limited Guarantee given by the Investors). The Investors may effect the Contribution directly or indirectly through one or more Affiliates of any Investor or any affiliated investment fund or vehicles sponsored, advised or managed by the investment manager of any Investor or any Affiliate thereof .. No Investor (together with its successors or permitted assigns) shall, under any circumstances, be obligated to contribute more than the amount of its Pro Rata Percentage (as defined below) of the Commitment to any Person pursuant to the terms of this letter agreement. The amount of the Commitment to be funded under this letter agreement may be reduced in a manner agreed by the Investors and HoldCo pursuant to Section 1.2(b) of the Interim Investors Agreement in the event that HoldCo does not require all of the equity with respect to which the Investors and the Other Investors have made the Commitments (as defined, with respect to the Investors and any Other Investor, in this letter agreement or the applicable Other Investor Equity Commitment Letter, as the case may be) but only to the extent that HoldCo, Parent and Merger Sub have sufficient funds to consummate the Merger and other transactions contemplated by the Merger Agreement following such reduction.

2. Conditions. The Contribution, including the obligation of any Investor (together with its successors and permitted assigns) to fund the Commitment, shall be subject to (a) the terms and conditions of this letter agreement, (b) the satisfaction in full or waiver by HoldCo at or prior to the Closing of each of the conditions to the obligations of HoldCo, Parent and Merger Sub to consummate the Closing set forth in Section 8.1 and Section 8.2 of the Merger Agreement (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the prior or substantially concurrent satisfaction or waiver of such conditions), (c) either the substantially contemporaneous consummation of the Closing or the obtaining by the Company in accordance with Section 10.10 of the Merger Agreement of a final and non-appealable Order requiring HoldCo, Parent and Merger Sub to cause the Equity Financing to be funded and to consummate the Closing, (d) the substantially contemporaneous funding to HoldCo of the contributions by each Other Investor contemplated by the Other Investor Equity Commitment Letters which shall not have been modified, amended or altered in any manner adverse to any Investor without such Investor's prior written consent, provided, that, the satisfaction or failure of the condition set forth in this sub-clause (d) shall not limit or impair the ability of HoldCo or the Company to seek enforcement of the obligations of the Investors under and in accordance with this letter agreement, if (x) HoldCo or the Company, as applicable, is also concurrently seeking enforcement of each of the Other Investor Equity Commitment Letters or (y) each Other Investor has satisfied or will satisfy its obligations under its Other Investor Equity Commitment Letter in full concurrently with or prior to the funding of the Commitment by the Investors hereunder in accordance with this letter agreement, and (e) the substantially contemporaneous funding of the Debt Financing and/or the Alternative Financing (if applicable) in accordance with their terms.

3. Limited Guarantee. Concurrently with the execution and delivery of this letter agreement, (a) the Investors are executing and delivering to the Company a limited guarantee, dated on or around the date hereof, relating to certain payment obligations of HoldCo, Parent and Merger Sub under the Merger Agreement (the "Limited Guarantee") and (b) each of the Other Investors is executing and delivering to the Company a limited guarantee substantially identical to the Limited Guarantee (each, an "Other Limited Guarantee") relating to certain payment obligations of HoldCo, Parent and Merger Sub under the Merger Agreement. The Company's (i) remedies against each Investor and its successors and assigns under the Limited Guarantee, (ii) remedies against HoldCo, Parent and Merger Sub and their respective successors and assigns under the Merger Agreement, (iii) remedies against the Rollover Securityholders and their respective successors and assigns under the Support Agreement and (iv) the Company Third Party Beneficiary Rights (as defined below) shall be, and are intended to be, the sole and exclusive direct or indirect remedies available to the Company and the Guaranteed Party Group (as defined in the Limited Guarantee) against such Investor or any of the Non-Recourse Parties (as defined in the Limited Guarantee) in respect of any liabilities, losses, damages, obligations or recoveries of any kind (including special, exemplary, consequential, indirect or punitive damages or damages arising from loss of profits, business opportunities or goodwill, diminution in value or any other losses or damages, whether at law, in equity, in contract, in tort or otherwise) arising under, relating to or in connection with this letter agreement or the Merger Agreement or of the failure of any transactions contemplated hereby or by the Merger Agreement to be consummated for any reason or otherwise in connection with the transactions contemplated hereby and thereby or in respect of any written or oral representations made or alleged to have been made in connection herewith and therewith (whether or not HoldCo's, Parent's or Merger Sub's breach is caused by the breach by such Investor of its obligations under this letter agreement). The Company and the Guaranteed Party Group shall not have, and they are not intended to have, any right of recovery against such Investor or any of the Non-Recourse Parties in respect of any liabilities or obligations arising out of or relating to, this letter agreement or the Merger Agreement, including in the event HoldCo, Parent or Merger Sub breaches its obligations under the Merger Agreement and whether or not HoldCo's, Parent's or Merger Sub's breach is caused by such Investor's breach of its obligations under this letter agreement, except for claims of the Company against such Investor pursuant to and in accordance with the Limited Guarantee.

4. Enforceability; Company Third-Party Beneficiary Rights.

(a) This letter agreement may only be enforced by HoldCo and none of the creditors of HoldCo, Parent or Merger Sub, nor any other Person that is not a party to this letter agreement shall have any right to enforce this letter agreement or to cause HoldCo to enforce this letter agreement, provided that, solely to the extent the Company is entitled to specific performance against HoldCo, Parent or Merger Sub pursuant to, and subject to the conditions in, Section 10.10 of the Merger Agreement, and subject to Section 2, Section 4(b) and Section 6, the Company is hereby made a third party beneficiary of the rights granted to HoldCo under Sections 1, 4, 5, 6 and 12 and shall be entitled to an injunction, specific performance or other equitable remedy, in each case to the extent, and only to the extent, to cause the Commitment to be funded in accordance with Section 1 (the "Company Third Party Beneficiary Rights"). Subject to Company Third Party Beneficiary Rights, the Investors and HoldCo hereby agree that their respective agreements and covenants set forth herein are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this letter agreement. In no event shall this letter agreement be enforced by any Person unless (a) the enforcement of each Other Investor Equity Commitment Letter is being substantially concurrently pursued by that Person or HoldCo (except to the extent that such enforcement

is prohibited by any applicable Law or Order) or (b) each Other Investor has satisfied or is prepared to satisfy its obligations under the applicable Other Investor Equity Commitment Letter.

(b) Subject to the terms and conditions set forth herein, the Company shall be entitled to specifically enforce HoldCo's right to cause the Commitment to be funded to HoldCo solely to the extent permitted under Section 4(a) hereof and the Company shall not be a third party beneficiary for any purpose (including, without limitation, any claim for monetary damages hereunder or under the Merger Agreement) other than as specified in Section 4(a) hereof. The Company hereby agrees that specific performance shall be its sole and exclusive remedy with respect to any breach by any Investor of this letter agreement and that the Company may not seek or accept any other form of relief that may be available for any such breach of this letter agreement (including monetary damages); provided, that, if the Company seeks specific performance for such breach of this letter agreement as permitted under Section 4(a) hereof, and a court of competent jurisdiction in a final, non-appealable determination as to the availability of specific performance does not specifically enforce the obligations of such Investor hereunder pursuant to any proceeding for specific performance brought against such Investor, then the Company shall have the right to seek the payments contemplated by, and subject to the terms and conditions of, Section 1 of the Limited Guarantee (subject to the limitations and conditions therein). In addition, the Company shall, and shall cause each of its Affiliates to, cause any proceeding still pending to be dismissed with prejudice upon the earlier of (i) the consummation of the Closing by HoldCo or (ii) payment of the HoldCo Termination Fee pursuant to the Merger Agreement.

(c) Notwithstanding anything to the contrary set forth herein, in no event shall the aggregate amount of liabilities of the Investors under this letter agreement exceed the Cap, and in no event shall the aggregate amount of liabilities of any Investor under this letter agreement exceed its Pro Rata Percentage of the Cap. No party hereto may enforce any Investor's obligations under this letter agreement without giving effect to the foregoing sentence. Notwithstanding the foregoing, if the Company or any of its Affiliates asserts in any proceeding or other Action of any claim (whether in tort, contract or otherwise) that the Cap on the Investors' liabilities hereunder, or any Investor's Pro Rata Percentage of the Cap on such Investor's liabilities hereunder, or the Cap (as defined in each Other Investor Equity Commitment Letter) on any Other Investor's liabilities, is illegal, invalid or unenforceable in whole or in part, then this letter agreement shall terminate, and if any Investor has previously made any payments under this letter agreement, it shall be entitled to recover such payments, and no Investor shall have any liabilities or obligations to any Person under this letter agreement. For purposes hereof, (i) "Cap" means the amount of the Commitment less the amount of the portion of the Commitment that has been funded in accordance with the terms hereof; and (ii) the "Pro Rata Percentage" of each Investor is as set forth opposite each Investor's name in Schedule A hereto (subject to adjustment by the Investors from time to time, provided that such adjustment shall be accompanied by the assignment of the corresponding portions of the rights and obligations hereunder pursuant to Section 12 in relation to the adjusted commitment of the Investors and shall be notified to HoldCo and the Company substantially concurrently with (and in any event within 24 hours of) the adjustment; provided further that in any event the total Pro Rata Percentage of all Investors (including any successors or permitted assigns) shall always equal 100%).

(a) Each party hereto acknowledges and agrees that (i) this letter agreement is not intended to, and does not, create any agency, partnership, fiduciary or joint venture, relationship, between or among any of the parties hereto (including among the Investors), and neither this letter agreement nor any other document or agreement entered into by any party hereto relating to the subject matter hereof shall be construed to suggest otherwise, and (ii) the obligations of each Investor under this letter agreement are solely contractual in nature, and (iii) the determination of each Investor to enter into this letter agreement was independent of each other. Notwithstanding anything to the contrary contained herein, the liabilities of each Investor hereunder shall be several (not joint and several) based upon its respective Pro Rata Percentage, and no Investor shall be liable for any amounts hereunder in excess of its Pro Rata Percentage of the Commitment (or such lesser amount as may be required to be paid by such Investor in accordance with the terms hereof and the Merger Agreement, as applicable).

5. No Modification; Entire Agreement. This letter agreement may not be amended or otherwise modified without the prior written consent of (i) HoldCo and each Investor, and (ii) with respect to any provisions of this letter agreement with respect to which the Company is expressly made a third party beneficiary or to the extent that such amendment or modification would be adverse to the Company Third Party Beneficiary Rights, the Company. Together with the Merger Agreement (including any schedules, exhibits, and

annexes thereto), the Limited Guarantee, each Other Limited Guarantee, the Interim Investors Agreement, the Support Agreement, each Other Investor Equity Commitment Letter and the Confidentiality Agreement (to the extent the Investor or any of its Affiliates is a party thereto), this letter agreement constitutes the sole agreement, and supersedes all prior agreements, understandings and statements, written or oral, between any Investor or any of its Affiliates, on the one hand, and HoldCo or any of its Affiliates, on the other, with respect to the transactions contemplated hereby.

6. Governing Law; Jurisdiction.

(a) This letter agreement and all disputes or controversies arising out of or relating to this letter agreement or the transactions contemplated hereby shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York, without regard to the conflicts of law principles thereof that would subject such matter to the Laws of another jurisdiction.

(b) Any Actions arising out of or in any way relating to this letter agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6 (the "Rules"). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(c) Notwithstanding the foregoing, the parties hereto hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6, any party or the Company may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the Laws of the State of New York.

7. Counterparts. This letter agreement may be executed manually, electronically by email or by facsimile by the parties, in any number of counterparts, each of which shall be considered, and all such counterparts shall together constitute, one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the parties and delivered to the other parties.

8. Third Party Beneficiaries. Subject to the Company Third Party Beneficiary Rights, the parties hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other parties hereto and their respective successors and permitted assigns, in accordance with and subject to the terms of this letter agreement, and this letter agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder or any rights to enforce the Commitment or any provision of this letter agreement; provided, that, notwithstanding anything to the contrary in this letter agreement, each Non-Recourse Party shall be a third party beneficiary of any provisions herein that are expressly for the benefit of such Non-Recourse Party (including the provisions of Sections 3 and 11), and all such provisions shall survive any termination of this letter agreement indefinitely. Without limiting the foregoing, and subject to the Company Third Party Beneficiary Rights, the creditors of HoldCo, Parent or Merger Sub shall have no right to enforce this letter agreement or to cause HoldCo to enforce this letter agreement.

9. Confidentiality. This letter agreement shall be treated as confidential and is being provided to HoldCo solely in connection with the Merger Agreement and the transactions contemplated thereby. This letter agreement may not be used, circulated, quoted or otherwise referred to in any document (except for the Merger Agreement and any agreement or documents contemplated therein), except with the written consent of the other parties; provided, however, that the existence and content of this letter agreement may be disclosed (a) by each of the Investors and HoldCo to the Other Investors, the Company and their respective Representatives of the Investors, HoldCo, the Other Investors and the Company; (b) to the extent required by Law (or pursuant to a regulatory request), the applicable rules of any national securities exchange or in connection with any SEC filings relating to the Merger and in connection with any litigation relating to the Merger, the Merger Agreement or the Transactions as permitted by or provided in the Merger Agreement, and (c) by any

Investor to any Non-Recourse Party that needs to know of the existence of and content of this letter agreement and is subject to the confidentiality obligations set forth herein.

10. Termination. This letter agreement, and the obligation of each Investor to fund the Commitment will terminate with respect to such Investor automatically and immediately upon the earliest to occur of (a) the Closing, at which time such obligation will be discharged but subject to the performance of the funding of the Commitment by such Investor; (b) the valid termination of the Merger Agreement in accordance with its terms; (c) the satisfaction in full of its obligation to complete the Contribution at or prior to the Closing; (d) the assertion by the Company or any of its Affiliates, directly or indirectly, in any litigation or other Action of any claim (whether in tort, contract or otherwise) against any Investor, any Non-Recourse Party, HoldCo, Parent, Merger Sub, any Other Investor or any Non-Recourse Party as defined in the Other Limited Guarantees, as applicable, relating to this letter agreement, any Other Investor Equity Commitment Letter, the Limited Guarantee, any Other Limited Guarantee, the Merger Agreement, the Support Agreement, or any of the transactions contemplated thereby (other than (i) a claim seeking an Order of specific performance or other equitable relief to cause the funding of the Commitment in accordance with Section 4(a) hereof and/or the funding of the "Commitment" of any Other Investor in accordance with Section 4(a) of the applicable Other Investor Equity Commitment Letter or (ii) a claim seeking an Order of specific performance or other equitable relief against HoldCo, Parent or Merger Sub in accordance with Section 10.10 of the Merger Agreement); or (e) the termination of this letter agreement in accordance with Section 4(c). Upon termination of this letter, all rights and obligations of the Investors hereunder with respect to the Commitment shall terminate and no Investor shall have any further obligations or liabilities hereunder.

11. No Recourse. Notwithstanding anything that may be expressed or implied in this letter agreement, or any document or instrument delivered in connection herewith, other than with respect to the Retained Claims and the Company Third Party Beneficiary Rights, HoldCo covenants, agrees and acknowledges that no Person (other than the Investors, HoldCo or their respective successors or permitted assigns hereunder) has any obligation hereunder and that, notwithstanding that any Investor or any of its respective successors or permitted assigns may be a partnership or limited liability company, HoldCo has no right of recovery under this letter agreement or under any document or instrument delivered in connection herewith or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, or for any claim based on, in respect of, or by reason of, such obligations or liabilities or their creation, against, and no recourse shall be had against, and no personal liability shall attach to, any Non-Recourse Party, through any Investor or any of its successors or permitted assigns or otherwise, whether by or through attempted piercing the corporate (or limited liability company or limited partnership) veil, by or through a claim (whether at law or equity or in tort, contract or otherwise) by or on behalf of HoldCo or any Investor against any Non-Recourse Party, whether by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise. For the avoidance of doubt, none of the Investors, HoldCo, Parent, Merger Sub, the Other Investors or their respective successors and assigns under the Merger Agreement, this letter agreement, the Other Investor Equity Commitment Letters, the Limited Guarantee or the Other Limited Guarantees shall be a Non-Recourse Party.

12. Assignment. This letter agreement shall not be assigned by any of the parties (whether by operation of Law or otherwise) without the prior written consent of the other parties hereto and the Company, except that, the rights, interests or obligations under this letter agreement may be assigned and/or delegated, in whole or in part, by any Investor to one or more of its Affiliates, or one or more affiliated investment fund or investment vehicle, sponsored, advised or managed by the general partner or the investment manager of such Investor or any of its Affiliates thereof, provided, that such assignment and/or delegation shall not relieve such Investor of its obligations hereunder to the extent not performed by such Affiliate, investment fund or investment vehicle. Any attempted assignment in violation of this Section 12 shall be null and void.

13. Representations and Warranties of Investors. Each of the Investors hereby represents and warrants, severally and not jointly, that (a) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is formed and has all requisite corporate or similar power and authority to execute, deliver and perform this letter agreement; (b) the execution, delivery and performance of this letter agreement have been duly authorized by all necessary action on such Investor's part and do not contravene any provision of such Investor's organizational documents or any Law, regulation, rule, decree, order, judgment or contractual

restriction binding on such Investor or its assets; (c) all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this letter agreement by such Investor have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this letter agreement; (d) this letter agreement has been duly and validly executed and delivered by such Investor and (assuming due execution and delivery of this letter agreement, the Merger Agreement and the Limited Guarantee by all parties hereto and thereto, as applicable, other than the Investors) constitutes a legal, valid and binding obligation of such Investor enforceable against such Investor in accordance with its terms, subject to the Enforceability Exceptions; (e) the Pro Rata Percentage of the Commitment of such Investor is less than the maximum amount that such Investor is permitted to invest in any one portfolio investment pursuant to the terms of such Investor's constituent documents or otherwise; and (f) such Investor will at the Closing have sufficient funds to pay its Pro Rata Percentage of the Commitment.

14. Representations and Warranties of HoldCo. HoldCo hereby represents and warrants to the Investors that (a) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is formed and has all requisite corporate or similar power and authority to execute, deliver and perform this letter agreement; (b) the execution, delivery and performance of this letter agreement have been duly authorized by all necessary action on HoldCo's part and do not contravene any provision of HoldCo's organizational documents or any Law, regulation, rule, decree, order, judgment or contractual restriction binding on HoldCo or its assets; (c) all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental authority necessary for the due execution, delivery and performance of this letter agreement by HoldCo have been obtained or made and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery or performance of this letter agreement; and (d) this letter agreement has been duly and validly executed and delivered by HoldCo and (assuming due execution and delivery of this letter agreement, the Merger Agreement and the Limited Guarantee by all parties hereto and thereto, as applicable, other than HoldCo) constitutes a legal, valid and binding obligation of HoldCo enforceable against HoldCo in accordance with its terms, subject to the Enforceability Exceptions.

15. Notices. All notices, requests, claims, demands and other communications hereunder shall be given by the means specified in Section 10.4 of the Merger Agreement (and shall be deemed given as specified therein) as follows:

if to any Investor, to:

[●]
Attention: [●]
Email: [●]

with a copy to:

[●]
Attention: [●]
Email: [●]

If to HoldCo, to the address set forth in the Merger Agreement.

16. Severability. Any term or provision of this letter agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the sole extent of such invalidity or unenforceability without rendering invalid or unenforceable the remainder of such term or provision or the remaining terms and provisions of this letter agreement in any jurisdiction and, if any provision of this letter agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

17. Interpretation. Headings of the Sections of this letter agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever. When a reference is made in this letter agreement to a Section, such reference shall be to a Section of this letter agreement unless otherwise indicated. The word "including" and words of similar import when used in this letter agreement will mean "including, without limitation," unless otherwise specified.

[*Remainder of page intentionally left blank*]

Sincerely,

[INVESTOR 1]

By: _____
Name:
Title:

[INVESTOR 2]

By: _____
Name:
Title:

[INVESTOR 3]

By: _____
Name:
Title:

Project Unicorn II – Signature Page to Equity Commitment Letter

Agreed to and accepted:

UNICORN II HOLDINGS LIMITED

By: _____
Name: Authorized Signatory
Title:

Exhibit 99.4

To: **Unicorn II Merger Sub Limited** (***you*** or the ***Company***)

June 25, 2021

Dear Sirs,

Project Unicorn II – Commitment Letter

We, China Merchants Bank Shanghai Branch (the ***Original Arranger***) and China Merchants Bank Shanghai Branch (the ***Original Underwriter***, and together with the Original Arranger, ***we*** or ***us***) are pleased to set out in this letter the terms and conditions on which the Original Arranger is willing to arrange, and the Original Underwriter is willing to underwrite and fund, the Facility (as described in the form of the senior secured Facility Agreement attached hereto as Schedule 1) (the ***Agreed Form Facility Agreement***) in full.

You have advised us that the Company, an exempted company incorporated under the laws of the Cayman Islands with limited liability is proposing to (directly or indirectly) acquire, by way of merger, the entire issued share capital of New Frontier Health Corporation (NYSE: NFH) (the ***Target***, together with its subsidiaries, the ***Target Group***, and each member of the Target Group being a ***Target Group Member***) pursuant to the agreement and plan of merger (the ***Merger Agreement***) to be entered into between, among others, the Holdco (as defined below), the Parent (as defined below), the Company and the Target (the ***Merger***), with consummation of the Merger (the ***Completion***) taking place subject to the terms and conditions of the Merger Agreement. The date on which Completion and the initial utilisation of the Facility (as defined below) (the ***Initial Utilisation Date***) occur is the ***Closing Date***.

The Company is a direct wholly owned subsidiary of Unicorn II Parent Limited, an exempted company newly incorporated under the laws of the Cayman Islands with limited liability (the ***Parent***). The Parent is a direct wholly owned subsidiary of Unicorn II Holdings Limited, an exempted company newly incorporated under the laws of the Cayman Islands with limited liability (the ***Holdco***). The Holdco is a direct or indirect subsidiary of the Sponsors.

This letter, the Agreed Form Facility Agreement are the ***Commitment Documents***.

Unless otherwise defined in this letter or unless the context otherwise requires, terms defined in the other Commitment Documents shall have the same meaning when used in this letter. This letter is a Finance Document.

1. Commitment

1.1 You are seeking an underwritten commitment of RMB equivalent of US$500,000,000 for a senior term loan facility (the ***Facility***) to be funded to the Company into a free trade non-resident account opened with China Merchants Bank Shanghai Branch as the account bank (the transfer of funds in and out of which is not subject to PRC regulatory approval) or an account in Hong Kong or any other jurisdiction outside of the PRC which can receive funds in RMB.

1.2 We confirm that:

(a) the Original Arranger hereby agrees to arrange the Facility; and

(b) the Original Underwriter hereby agrees to underwrite, provide and fund the Facility in the amount set out in paragraph 2 (*Underwriting commitments*) below,

solely on the terms and conditions set out in the Commitment Documents.

1.3 Each of the Original Arranger and the Original Underwriter is an ***Original Credit Party*** and together they are the ***Original Credit Parties***.

2. Underwriting commitments

2.1 The Original Underwriter agrees to underwrite and fund the Facility in the amounts set out opposite its name below (an ***Underwriting Proportion***).

Name	Underwriting Proportion of Facility
China Merchants Bank Shanghai Branch	RMB equivalent of USD500,000,000
Total	**RMB equivalent of USD500,000,000**

2.2 Notwithstanding any other provision in the Commitment Documents, the Original Credit Parties acknowledge and agree that no later than the date of the Facility Agreement:

(a) you may mandate and appoint one or more other banks or financial institutions to join us as an arranger (each, an ***Additional Arranger***, together with the Original Arranger, the ***Arrangers***) and/or underwriter (an ***Additional Underwriter***, together with the Original Underwriter, the ***Underwriters***, and each Additional Arranger and each Additional Underwriter, an ***Additional Credit Party***, and together with the Original Credit Parties, the ***Credit Parties***) in respect of the Facility on the same terms contained within the Commitment Documents (other than with respect to the amount of our and any Additional Credit Party's commitments in respect of the Facility, which may be different) and with the same economics (on a pro rata basis) as the Original Credit Parties and with no more favourable titles and such that the underwriting proportions of the Original Underwriter in respect of the Facility are reduced by the aggregate applicable underwriting proportions assumed by the Additional Credit Party in respect of such Facility, ***provided that***:

(i) no more than three Additional Arrangers and three Additional Underwriters may be appointed;

(ii) the aggregate underwriting proportions of all Additional Credit Parties shall not exceed $66\frac{2}{3}$ % of the total amount of the Facility; and

(iii) no Additional Credit Party shall receive economics greater than the Original Credit Parties (proportionate to their respective underwriting proportions), and

(b) the Original Credit Parties and you will enter into any amendments to the then current form of the Commitment Documents or Facility Agreement or any new Commitment Documents or Facility Agreement and/or any other appropriate documentation as may be mutually agreed (each acting reasonably) to amend or replace the Commitment Documents, the Facility Agreement, and any other Finance Documents (as defined in the Facility Agreement) to reflect any changes reasonably required to reflect the accession of each Additional Credit Party and joining each Additional Credit Party as a party to the relevant Commitment Document, Facility Agreement and/or other Finance Document.

2.3 The obligations of each Credit Party are several and a failure by a Credit Party to perform its obligations under any of the Commitment Documents shall not affect the obligations of any other Credit Party. No Credit Party is responsible for the obligations of another Credit Party.

3. Conditions

3.1 The availability of the Facility and the Original Credit Parties' obligations to arrange, underwrite and fund the Facility in full is subject only to:

(a) receipt by us of a copy of this letter countersigned by you; and

(b) satisfaction of the ***Certain Funds Conditions*** and the ***Initial Conditions Precedent*** set out in the Agreed Form Facility Agreement.

There are no other conditions, implied or otherwise, to the commitments of the Original Credit Parties, their obligations hereunder and their funding of the Facility.

3.2 Each Original Credit Party is pleased to confirm that:

(a) its credit committee and all other internal bodies or committees have given full and final approval for arranging, underwriting and/or funding (as the case may be) the Facility on the "certain funds" basis as described and on the terms set out in the Commitment Documents, and performing all of its duties, roles and obligations as contemplated by the Commitment Documents (including but not limited to all client identification procedures in respect of the Sponsors and their Affiliates, the Holdco, the Parent and the Company required in connection with the Merger), the Facility and the transactions contemplated therein (together, the ***Transaction***) in compliance with applicable laws, regulations and internal requirements;

(b) it has received and reviewed the draft or final Merger Documents, Original Financial Statements, Base Case Model, Reports, the Structure Memorandum and Group Structure Chart (in each case, as defined in the Agreed Form Facility Agreement, and together, the ***Commercial CPs***) and the related conditions precedent set out in the Facility Agreement (which will reflect clause 4 (*Conditions of Utilisation*) of the Agreed Form Facility Agreement and be subject to clause 4.3 (*Utilisations during the Certain Funds Period*) therein) will be satisfied subject to the delivery of final versions of the Commercial CPs that are not materially different in respects which are materially adverse to the interests of the Credit Parties (taken as a whole) under the Commitment Documents compared to the most recent form of such Commercial CPs delivered to the Original Credit Parties on or before the date of this letter or (in the case of all of the Commercial CPs) are approved by all of the Original Credit Parties (acting reasonably with such approval not to be unreasonably withheld or delayed) and it will promptly confirm this accordingly to the Agent; and

(c) there are no outstanding approvals, due diligence items or other internal impediments to it arranging, underwriting and/or funding (as the case may be) the Facility on the "certain funds" basis as described and on the terms set out in the Commitment Documents and performing all of its roles, duties and obligations as contemplated by the Commitment Documents.

Each Original Credit Party undertakes to issue an interim confirmation letter on or before the date of the Merger Agreement in relation to the status of the documentary conditions precedent delivered pursuant to Clause 4 (*Conditions of Utilisation*) of the Agreed Form Facility Agreement.

4. Titles and Roles

4.1 Subject to paragraph 2.2 above, you:

(a) engage and mandate the Original Arranger as exclusive mandated lead arranger and bookrunner of the Facility;

(b) engage and mandate the Original Underwriter as exclusive underwriter of the Facility; and

(c) confirm and agree that: (x) no roles or titles will be conferred on any other person in respect of the Facility without the written consent of the Original Arranger (acting reasonably and with such consent not to be unreasonably withheld or delayed), other than in respect of any facility agent in connection with the Facility (the ***Agent***), any security agent and trustee in connection with the Facility (the ***Security Agent***), any hedging provider, any additional arranger or additional underwriter appointed in accordance with paragraph 2.2 above (and for the avoidance of doubt, any appointment or designation of account banks shall comply with the provisions in the Agreed Form Facility Agreement in relation to collection account and cash pooling arrangement requirements), and (y) no compensation (other than as provided in the Commitment Documents and other than in connection with any additional appointments referred to in this paragraph 4 (*Titles and Roles*) (and which compensation, to the extent relating to any additional appointments (other than the Agent and the Security Agent), shall be awarded in accordance with paragraph 2.2 above)) shall be paid to any Lender or Arranger.

4.2 We hereby confirm that you may appoint any Original Credit Party or any Additional Credit Party (or any of their respective Affiliates) to act as Agent and/or Security Agent.

5. Finance Documents

5.1 The Facility shall be documented in a facility agreement (in the form of the Agreed Form Facility Agreement, including such minor amendments of a technical nature or which the Company and the Original Arranger have agreed) (such mutually satisfactory facility agreement, the ***Facility Agreement***) and related Finance Documents, reflecting the terms and conditions set out in the Agreed Form Facility Agreement and other terms as mutually agreed.

5.2 Each Original Credit Party agrees to use their best efforts, to negotiate in good faith and to allocate sufficient resources and personnel to finalise the outstanding points set out in the Agreed Form Facility Agreement promptly, and in any event not later than the date falling 30 Business Days after, the date of this letter (as such date may be extended by you from time to time with the consent of the Credit Parties (such consent not to be unreasonably withheld or delayed)). We agree that the outstanding points in the Agreed Form Facility Agreement will be agreed having regard (acting reasonably and in good faith) to any deal-specific issues relating to the Transaction, the operational and strategic requirements of the Group in light of the proposed business plan and the business of the Target Group including (without limitation) the business, condition (financial or otherwise) or assets of the Target and the Target Group. Each Original Credit Party agrees that no change to any term of the Agreed Form Facility Agreement shall be made without the prior written consent of the Company.

5.3 Each Original Credit Party agrees to negotiate in good faith to use commercially reasonable efforts to finalise and enter into the all Finance Documents (other than the Facility Agreement) that are required to be entered into as a condition precedent to initial utilisation under the Facility Agreement on terms consistent with the Commitment Documents promptly after the date of this letter, and not later than the date falling 30 Business Days after the date of this letter (as such date may be extended by you from time to time with the consent of the Credit Parties (such consent not to be unreasonably withheld or delayed)) (the ***Agreed Form Target Date***).

5.4 If, despite negotiation in good faith and the use of commercially reasonable endeavours, the Finance Documents (other than the Facility Agreement) have not been agreed by the Agreed Form Target Date, each Credit Party undertakes to sign:

(a) the Intercreditor Agreement (to be prepared by counsel to the Sponsors) based on the intercreditor agreement dated 9 December 2019 and made between, amongst others, NF Unicorn Chindex Holding Limited as the company, the Original Arranger as senior arranger, and Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch (上海浦东发展银行股份有限公司普陀支行) as original senior agent and security agent; and

(b) the Security Documents (as defined in the Agreed Form Facility Agreement) that are required to be entered into by the Company and/or the Parent as conditions precedent to initial utilisation under the Facility Agreement based on and subject always to the Agreed Security Principles (as defined in the Agreed Form Facility Agreement) having regard (acting reasonably and in good faith) to provisions of the Commitment Documents, any deal-specific issues relating to the Transaction and the business of the Target Group and to any other minor drafting changes which are required.

5.5 For the purposes of the Commitment Documents, the principles set out in paragraph 5.3 shall be the ***Documentation Principles***.

5.6 If it becomes unlawful in any applicable jurisdiction for any Credit Party to perform any of its obligations as contemplated by the Commitment Documents or to fund, issue or maintain its participation under the Facility, that Credit Party shall (a) promptly notify you upon becoming aware of that event and (b) in consultation with you, take all reasonable steps to mitigate any circumstances which arise and which would result in its Underwriting Proportion in respect of the Facility (if applicable) not being available including (but not limited to) transferring its rights and obligations under the Commitment Documents to one or more of its Affiliates. A Credit Party is not obliged to take any steps under paragraph (b) above if, in its opinion (acting reasonably), to do so might be materially prejudicial to it. You shall have the right to replace such Credit Party with any person that is willing to assume the rights and obligations of such Credit Party under the Commitment Documents and the Finance Documents, each Credit Party shall, and each Credit Party shall procure the Agent and/or the Security Agent to, promptly execute such documents as may be necessary or required by you (acting reasonably) to give effect to such replacement.

5.7 Each Credit Party irrevocably undertakes (a) to enter into (and instruct the Agent and/or the Security Agent to enter into) the Facility Agreement upon five Business Days prior notice by you of the intended signing date (or such later date as may be agreed between you and the Credit Parties) and (b) to instruct the Agent or the Security Agent (as applicable) to promptly execute all documents and other evidence to which the Agent or the Security Agent (as applicable) is a party which are in agreed form as at the date hereof and have been delivered by you to satisfy a condition precedent to initial utilisation under the Facility Agreement.

5.8 The Credit Parties undertake to promptly instruct its legal counsel to deliver all legal opinions referred to in the Facility Agreement as a condition precedent to initial utilisation under the Facility Agreement and to use all reasonable endeavours and commit sufficient internal resources to instruct its legal counsel to work with the Sponsor's legal counsel with a view to agreeing the Finance Documents and the forms of all documents and other evidence required to be delivered as a condition precedent to initial utilisation under the Facility Agreement as soon as reasonably practicable after the date of this letter and, in any event, no later than the date falling 30 Business Days after the date of this letter (as such date may be extended by you from time to time with the consent of the Credit Parties (such consent not to be unreasonably withheld or delayed)).

6. Indemnity

6.1 Subject to paragraphs 6.2 and 6.3 below, whether or not the Merger (in whole or in part) is consummated or any Finance Document is signed or a utilisation is made thereunder, you agree to indemnify and hold harmless, within 10 Business Days of demand, each Credit Party and its affiliates and its and their respective directors, officers, employees and agents (each an ***Indemnified Person***) against any loss, claim, damages or liability (each a ***Loss***) incurred by or awarded against such Indemnified Person, in each case, arising out of or in connection with the entry into and performance by the Credit Parties of their obligations under the Commitment Documents (including in connection with the arranging or underwriting of the Facility) or otherwise in respect of any part of the Transaction (but, in each case, excluding any loss of profit) or any actual or threatened claim, dispute, proceedings or litigation relating to any of the foregoing whether or not any Indemnified Person is a party to the same (including, but not limited to, the reasonable fees and expenses of legal counsel to such Indemnified Person incurred in investigating or defending any such loss, claim, damages or liability).

6.2 As to any Indemnified Person, you will not be liable under paragraph 6.1 of this paragraph 6 (*Indemnity*) above for any Loss (including, without limitation, legal fees) incurred by or awarded against such Indemnified Person arising from (i) the gross negligence, wilful misconduct or fraud of such Indemnified Person (as determined by a court of competent jurisdiction) or (ii) any breach by such Indemnified Person of any terms of the Commitment Documents (as determined by a court of competent jurisdiction). You shall not be responsible or liable to any person for indirect or consequential losses or damages.

6.3 You agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or any of your affiliates for or in connection with the transactions contemplated by this letter, except following your acceptance of this letter, to the extent arising from any Indemnified Person's or any of its affiliate's gross negligence, wilful misconduct or fraud or any Indemnified Person's or any of its affiliate's breach of any terms of the Commitment Documents (including any failure to perform their obligations under any Commitment Document) (as determined by a court of competent jurisdiction). No Indemnified Person shall be responsible or liable to you or any of your affiliates for indirect or consequential losses or damages.

6.4 Each Indemnified Person shall promptly notify you upon becoming aware of any circumstances which may give rise to a claim for indemnification and shall consult with you with respect to the conduct of any claim, dispute, proceedings or litigation, in each case to the extent permissible by law and without prejudicing their legal privilege.

6.5 An Indemnified Person may rely on and enforce this paragraph 6 (*Indemnity*).

6.6 Your obligations under this paragraph 6 (*Indemnity*) shall be superseded by the terms of the indemnities to be contained in the Facility Agreement once the Facility Agreement has been signed (other than in respect of any prior existing claims made under this paragraph 6 (*Indemnity*), which shall continue).

6.7 You agree that:

(a) you are not relying on any communication (written or oral) from any or all of the Credit Parties (in such capacity) as investment advice or as a recommendation to enter into the Transaction, it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction; and

(b) you are capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction.

7. Confidentiality and Conflicts

7.1 Neither the Credit Parties nor you may, without the prior written consent of the other parties to this letter, disclose the Commitment Documents or any of their terms in whole or in part to any person, other than:

(a) to:

(i) the Credit Parties, the Sponsors and you;

(ii) any of your direct or indirect shareholders and to any actual or potential direct or indirect investor in you, in each case, by you;

(iii) the Target's board and special committee of the Target (the ***Special Committee***) in respect of the Merger, their advisors, and any Target employee authorised by the Target's board or the Special Committee;

(iv) any potential Additional Arranger and any potential Additional Underwriter;

(v) any affiliate (including a head office, branch and representative office) and each of their (or their respective affiliates') representative, officer, employee, insurer, insurance brokers, service providers professional adviser and/or auditor of any of the foregoing,

in each case on a confidential basis in connection with the Merger and the Facility;

(b) as required by law or regulation government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal (including disclosure requirements under applicable stock exchange, listing or takeover regulations) or if required in connection with any legal, administrative or arbitration proceedings or other investigations, proceedings or disputes arising out of or in connection with the Commitment Documents or the Facility; and

(c) in the case of this letter and the Agreed Form Facility Agreement only, to the Target, any Sponsor and any shareholder who is considering a sale of shares in the Target to the Sponsors, and any Affiliates and advisers of the foregoing in connection with the Merger ***provided that*** the Credit Parties shall not have any responsibility or liability under the Commitment Documents to any person other than you or any person you may assign or transfer your rights and obligations under the Commitment Documents to in accordance with paragraph 10.

7.2 No Credit Party or its affiliate (each an ***Arranger Group***) shall use confidential information obtained from you, the Parent, the Holdco, the Target Group, the Sponsors or any of your affiliates or advisers in relation to the Commitment Documents, the Transaction or the Facility in connection with the performance of services for any other persons and will not furnish such information to other persons except as permitted under this paragraph 7 (*Confidentiality and Conflicts*). No member of an Arranger Group has any obligation to use, or furnish to you or any of your affiliates or any other person, any information obtained from other persons or any details of such other person in connection with the Merger or its financing and the services being provided to them.

7.3 All publicity in connection with the Facility shall be managed by the Arrangers in consultation with you.

7.4 The confidentiality obligations under this paragraph 7 (*Confidentiality and Conflicts*) shall survive the termination of this letter and remain in full force and effect until the date that is two years after the date of this letter but shall otherwise be superseded by the equivalent confidentiality obligations included in the Facility Agreement.

7.5 You acknowledge that members of an Arranger Group may act in more than one capacity in relation to the transactions contemplated by the Commitment Documents and may have conflicting interests in respect of such different capacities. You further acknowledge that members of an Arranger Group may be full service financial services firms and may provide or engage in, amongst other business, debt financing, equity capital, financial advisory services, investment management, equity and debt security trading both for clients and as principal, securities offerings, brokerage services, hedging, principal investment and financial planning and benefits counselling in each case to other persons with whom you or your affiliates may have conflicting interests in this or other transactions. In the ordinary course of its trading, brokerage and financing activities or otherwise, a member of an Arranger Group may trade positions or otherwise effect transactions, for its own account or the account of customers, in equity, debt, loans or other securities of you or the Target Group or of any other company from time to time and exercise voting rights as they see fit.

7.6 Neither the relationship described in this letter nor the services provided by any member of an Arranger Group to you on any other matter will give rise to any fiduciary, advisory, equitable or contractual duties (including, without limitation, any duty of confidence) which could prevent or hinder any member of an Arranger Group providing similar services to other customers, or otherwise acting on behalf of other customers or for their own account. Accordingly, except for a breach of paragraph 7.2 above, in no circumstances shall any member of an Arranger Group have any liability by reasons of it or any of its affiliates conducting such other businesses, acting in their own interests or in the interests of other clients in respect of matters affecting you or your affiliates or any other person the subject of this engagement or referred to in this letter, including where, in so acting, any member of an Arranger Group acts in a manner which is adverse to the interests of you or any other person which is the subject of this engagement or which is referred to in this letter. Furthermore, no member of an Arranger Group will be required to account to you or any member of the Group for any payment, remuneration, profit or benefit it obtains as a result of acting in the ways referred to above.

8. Period of offer

If you do not accept the offer made by the Original Credit Parties in this letter by signing and faxing or scanning and emailing countersigned copies of this letter, marked for the attention of Lola Du (杜晓梦) at 10th Floor，China Merchants Bank Tower, 1088 Lujiazui Ring Road, Pudong District, Shanghai (Tel: 021-20777807; E-mail: loladu@cmbchina.com) before 11:59 pm Hong Kong time on the date falling 20 Business Days from but excluding the date of this letter (the ***Acceptance Date***), such offer shall terminate at such date unless the Acceptance Date is extended by us in writing.

9. Termination

9.1 Following acceptance in writing by you in the manner set out in paragraph 8 (*Period of offer*) above to the offer in this letter, either the Original Credit Parties (in the case of paragraphs (a) to (c) below only) or you (in the case of paragraphs (a), (b) and (d) below only) may terminate its respective obligations under the Commitment Documents and such obligations shall terminate immediately upon written notice to you from the Original Credit Parties (in the case of paragraphs (a) to (c) below only) or upon written notice to the Original Credit Parties from you (in the case of paragraphs (a), (b) and (d) below only) if:

(a) you (or the Sponsors on your behalf) notify the Original Credit Parties (which it shall do so as soon as reasonably practicable) that (i) you have conclusively and definitively withdrawn and terminated your (and any of your Affiliates') bid for the entire issued share capital of the Target, (ii) the Special Committee have notified the Sponsors that your (and any of your Affiliates') offer for the Target Group is conclusively and definitively rejected, (iii) the Special Committee conclusively and definitively terminates such merger process or (iv) the Merger Agreement is terminated in full by the parties thereto;

(b) Completion has not occurred by 11.59 pm Hong Kong time on the Outside Date (as defined in and as specified under the Merger Agreement, after giving effect to any extension thereof in accordance with the terms of the Merger Agreement), which shall be no later than the date falling 12 months after the date of this letter, unless otherwise extended from time to time with the consent of the Original Credit Parties (such consent not to be unreasonably withheld or delayed);

(c) you fail to comply with any terms of this letter in any material respect and has not remedied such failure to comply within 20 Business Days of a written notice from the Original Arranger; or

(d) subject to paragraph 9.2 below, any of the Original Credit Parties fails to comply with any term of this letter in any material respect or you have requested (acting reasonably and in good faith) amendments and/or supplements to the Commitment Documents, the Finance Documents or any other documents delivered thereunder or in relation thereto (including the Merger Agreement) that are necessary to implement or complete the Merger or have arisen as part of the negotiations with the Target, its board, senior management or the Special Committee in connection with the Merger following the date of this letter or as contemplated pursuant to the Merger Agreement and which are not (taken as a whole) materially adverse to the interests of the Original Credit Parties and the relevant Original Credit Party has not consented to such amendment.

9.2 Notwithstanding paragraph 9.1 above, if you exercise your termination rights pursuant to paragraph 9.1(d) in respect of any Original Credit Party (the ***Defaulting Credit Party***), your rights against the Original Credit Party (other than any Defaulting Credit Party) under the Commitment Documents shall remain in force and you shall be permitted to appoint, within 30 Business Days of such termination, an additional bank or other person as additional arranger, bookrunner and/or underwriter to act with us in relation to all or any of the Facility and in respect of the respective commitments of the Defaulting Credit Party (on the same terms contained within the Commitment Documents and on the same economics as the Defaulting Credit Party).

9.3 This paragraph 9.3 and paragraphs 6 (*Indemnity*), 7 (*Confidentiality and Conflicts*), 13 (*Third Party Rights*) and 14 (*Governing law and jurisdiction*)) of this letter shall survive any termination or cancellation (for whatever reason) of this letter.

10. Assignments

10.1 No party may assign or transfer rights or obligations under the Commitment Documents without the prior consent of the other parties and any attempted assignment or transfer without such consent is void and unenforceable.

11. Miscellaneous

11.1 The Commitment Documents supersede any prior understanding or agreement relating to the Facility and comprise the entire agreement between us.

11.2 The Commitment Documents may not be amended except in writing signed by each of the parties to the relevant Commitment Document.

11.3 No failure to exercise, nor delay in exercising any right or remedy under the Commitment Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy. The rights and remedies provided in each Commitment Document are cumulative and not exclusive of any rights or remedies provided by law.

11.4 Any Commitment Document may be signed in any number of counterparts. This has the same effect as if the signatures were on a single copy of that Commitment Document.

11.5 Each Credit Party may delegate, by prior written notice to you, any or all of its rights and obligations under the Commitment Documents to any of its subsidiaries or affiliates (each a ***Delegate***) and may designate any Delegate as responsible for the performance of any of its appointed functions under the Commitment Documents ***provided that*** each Credit Party shall remain liable to you and any other Credit Party for the performance of such rights and obligations by its Delegate and for any loss

or liability suffered by you or any other Credit Party as a result of such Delegate's failure to perform such obligations. Each Delegate may rely on this letter.

11.6 If a term of any Commitment Document becomes illegal, invalid or unenforceable in any jurisdiction that will not affect the legality, validity or enforceability of (i) any other term of the Commitment Documents or (ii) that term in any other jurisdictions.

11.7 No Credit Party is acting as a fiduciary for, or providing any legal, tax accounting, actuarial or regulatory advice to, you or any of your affiliates in connection with the Transaction.

11.8 You have made your own independent decision to enter into, and are not relying on any communication from any Credit Party, in its capacity as a Credit Party, as advice or recommendation to enter into, the transactions contemplated in the Commitment Documents. The Credit Parties make no representation or warranty as to the profitability or expected results of the transactions contemplated in the Commitment Documents.

12. No Announcements

No party shall make (and shall cause each of its affiliates not to make) any public announcement regarding any or all of the Transaction or Facility without the prior consent of each of the other parties (such consent not to be unreasonably withheld or delayed), except to the extent required by law, regulation or applicable governmental or regulatory authority (including any applicable stock exchange). On and after the date on which the Merger is publicly announced or disclosed, each Credit Party shall consult with the Company and provide the Company a reasonable opportunity to review and comment on (and reasonably consider such proposed comments) prior to disclosing, at its own expense, its participation in the Facility, including without limitation, the placement of "tombstone" advertisements in financial and other newspapers, journals and in marketing materials.

13. Third Party Rights

13.1 Except as expressly stated otherwise in paragraph 6 (*Indemnity*) above or any other provision of any Commitment Documents, the terms of any Commitment Document may be enforced or relied on only by a party to it or such party's successors or permitted assigns and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded.

13.2 Notwithstanding the rights of Indemnified Persons under paragraph 6 (*Indemnity*) above, any of the Commitment Documents may at any time be amended, waived, rescinded or terminated by the parties thereto without the consent of any person who is not a party thereto.

14. Governing law and jurisdiction

14.1 The Commitment Documents and all disputes or proceedings and any non-contractual obligations arising out of or in connection with any of them are governed by English law.

14.2 Each party submits, for the benefit of the other parties, to the exclusive jurisdiction of the English courts for the resolution of any dispute or proceedings arising out of or in connection with any of the Commitment Documents (including any dispute relating to non-contractual obligations arising out of or in connection with any Commitment Documents).

To accept this offer please sign and return to the Original Arranger a copy of this letter.

If this offer is not so accepted, you are directed to return the Commitment Documents (and any copies) to the Credit Parties immediately.

Yours faithfully,

/s/ Seal of China Merchants Bank Shanghai Branch

/s/ Shi Shunhua

For and on behalf of

CHINA MERCHANTS BANK SHANGHAI BRANCH as Original Arranger

By: Shi Shunhua

/s/ Seal of China Merchants Bank Shanghai Branch

/s/ Shi Shunhua

For and on behalf of

CHINA MERCHANTS BANK SHANGHAI BRANCH as Original Underwriter

By: Shi Shunhua

Accepted and Agreed.

/s/ Ying Zeng

For and on behalf of

UNICORN II MERGER SUB LIMITED

Date: Jul 19th 2021 (Cayman time)

Exhibit 99.5

To: **Unicorn II Merger Sub Limited** (***you*** or the ***Company***)

28 July 2021

Dear Sirs,

Project Unicorn II – Commitment Letter

We, Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch (上海浦东发展银行股份有限公司普陀支行) (the ***Original Arranger***) and Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch (上海浦东发展银行股份有限公司普陀支行) (the ***Original Underwriter***, and together with the Original Arranger, ***we*** or ***us***) are pleased to set out in this letter the terms and conditions on which the Original Arranger is willing to arrange, and the Original Underwriter is willing to underwrite and fund, the Facility (as described in the form of the senior secured Facility Agreement attached hereto as Schedule 1) (the ***Agreed Form Facility Agreement***) in full.

You have advised us that the Company, an exempted company incorporated under the laws of the Cayman Islands with limited liability is proposing to (directly or indirectly) acquire, by way of merger, the entire issued share capital of New Frontier Health Corporation (NYSE: NFH) (the ***Target***, together with its subsidiaries, the ***Target Group***, and each member of the Target Group being a ***Target Group Member***) pursuant to the agreement and plan of merger (the ***Merger Agreement***) to be entered into between, among others, the Holdco (as defined below), the Parent (as defined below), the Company and the Target (the ***Merger***), with consummation of the Merger (the ***Completion***) taking place subject to the terms and conditions of the Merger Agreement. The date on which Completion and the initial utilisation of the Facility (as defined below) (the ***Initial Utilisation Date***) occur is the ***Closing Date***.

The Company is a direct wholly owned subsidiary of Unicorn II Parent Limited, an exempted company newly incorporated under the laws of the Cayman Islands with limited liability (the ***Parent***). The Parent is a direct wholly owned subsidiary of Unicorn II Holdings Limited, an exempted company newly incorporated under the laws of the Cayman Islands with limited liability (the ***Holdco***). The Holdco is a direct or indirect subsidiary of the Sponsors.

This letter and the Agreed Form Facility Agreement are the ***Commitment Documents***.

Unless otherwise defined in this letter or unless the context otherwise requires, terms defined in the other Commitment Documents shall have the same meaning when used in this letter. This letter is a Finance Document.

1. Commitment

1.1 You are seeking an underwritten commitment of RMB equivalent of US$500,000,000 for a senior term loan facility (the ***Facility***) to be funded to the Company into a free trade non-resident account opened with Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch (上海浦东发展银行股份有限公司普陀支行) as the account bank (the transfer of funds in and out of which is not subject to PRC regulatory approval) or an account in Hong Kong or any other jurisdiction outside of the PRC which can receive funds in RMB.

1.2 We confirm that:

(a) the Original Arranger hereby agrees to arrange the Facility; and

(b) the Original Underwriter hereby agrees to underwrite, provide and fund the Facility in the amount set out in paragraph 2 (*Underwriting commitments*) below,

solely on the terms and conditions set out in the Commitment Documents.

1.3 Each of the Original Arranger and the Original Underwriter is an ***Original Credit Party*** and together they are the ***Original Credit Parties***.

2. Underwriting commitments

2.1 The Original Underwriter agrees to underwrite and fund the Facility in the amounts set out opposite its name below (an ***Underwriting Proportion***).

Name	Underwriting Proportion of Facility
Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch (上海浦东发展银行股份有限公司普陀支行)	RMB equivalent of USD500,000,000
Total	**RMB equivalent of USD500,000,000**

2.2 Notwithstanding any other provision in the Commitment Documents, the Original Credit Parties acknowledge and agree that no later than the date of the Facility Agreement:

(a) you may mandate and appoint one or more other banks or financial institutions to join us as an arranger (each, an ***Additional Arranger***, together with the Original Arranger, the ***Arrangers***) and/or underwriter (an ***Additional Underwriter***, together with the Original Underwriter, the ***Underwriters***, and each Additional Arranger and each Additional Underwriter, an ***Additional Credit Party***, and together with the Original Credit Parties, the ***Credit Parties***) in respect of the Facility on the same terms contained within the Commitment Documents (other than with respect to the amount of our and any Additional Credit Party's commitments in respect of the Facility, which may be different) and with the same economics (on a *pro rata* basis) as the Original Credit Parties and with no more favourable titles (with all fees being split *pro rata* to the respective Underwriters' commitments under their respective adjusted underwriting proportions) and such that the underwriting proportion of the Original Underwriter in respect of the Facility are reduced by the aggregate applicable underwriting proportions assumed by the Additional Credit Party in respect of such Facility, ***provided that***:

(i) no more than three Additional Arrangers and three Additional Underwriters may be appointed;

(ii) the aggregate underwriting proportions of all Additional Credit Parties shall not exceed $66\frac{2}{3}$ % of the total amount of the Facility and ***provided that***, the underwriting proportion of the Original Underwriter shall not be less than the underwriting proportion of any Additional Credit Party, and the Company shall exercise its commercially reasonable endeavours to consider allocating (but not obliged to allocate) at least 50% of the total amount of the Facility as the underwriting proportion of the Original Underwriter; and

(iii) no Additional Credit Party shall receive economics greater than the Original Credit Parties (proportionate to their respective underwriting proportions), and

(b) the Original Credit Parties and you will enter into any amendments to the then current form of the Commitment Documents or Facility Agreement or any new Commitment Documents or Facility Agreement and/or any other appropriate documentation as may be mutually agreed (each acting reasonably) to amend or replace the Commitment Documents, the Facility Agreement, and any other Finance Documents (as defined in the Facility Agreement) to reflect any changes reasonably required to reflect the accession of each Additional Credit Party and joining each Additional Credit Party as a party to the relevant Commitment Document, Facility Agreement and/or other Finance Document.

2.3 The obligations of each Credit Party are several and a failure by a Credit Party to perform its obligations under any of the Commitment Documents shall not affect the obligations of any other Credit Party. No Credit Party is responsible for the obligations of another Credit Party.

3. Conditions

3.1 The availability of the Facility and the Original Credit Parties' obligations to arrange, underwrite and fund the Facility in full is subject only to:

(a) receipt by us of a copy of this letter countersigned by you; and

(b) satisfaction of the ***Certain Funds Conditions*** and the ***Initial Conditions Precedent*** set out in the Agreed Form Facility Agreement.

There are no other conditions, implied or otherwise, to the commitments of the Original Credit Parties, their obligations hereunder and their funding of the Facility.

3.2 Each Original Credit Party is pleased to confirm that:

(a) its credit committee and all other internal bodies or committees have given full and final approval for arranging, underwriting and/or funding (as the case may be) the Facility on the "certain funds" basis as described and on the terms set out in the Commitment Documents, and performing all of its duties, roles and obligations as contemplated by the Commitment Documents (including but not limited to all client identification procedures in respect of the Sponsors and their Affiliates, the Holdco, the Parent and the Company required in connection with the Merger), the Facility and the transactions contemplated therein (together, the ***Transaction***) in compliance with applicable laws, regulations and internal requirements;

(b) it has received and reviewed the draft or final Merger Documents, Original Financial Statements, Base Case Model, Reports, the Structure Memorandum and Group Structure Chart (in each case, as defined in the Agreed Form Facility Agreement, and together, the ***Commercial CPs***) and the related conditions precedent set out in the Facility Agreement (which will reflect clause 4 (*Conditions of Utilisation*) of the Agreed Form Facility Agreement and be subject to clause 4.3 (*Utilisations during the Certain Funds Period*) therein) will be satisfied subject to the delivery of final versions of the Commercial CPs that are not materially different in respects which are materially adverse to the interests of the Credit Parties (taken as a whole) under the Commitment Documents compared to the most recent form of such Commercial CPs delivered to the Original Credit Parties on or before the date of this letter or (in the case of all of the Commercial CPs) are approved by all of the Original Credit Parties (acting reasonably with such approval not to be unreasonably withheld or delayed) and it will promptly confirm this accordingly to the Agent; and

(c) there are no outstanding approvals, due diligence items or other internal impediments to it arranging, underwriting and/or funding (as the case may be) the Facility on the "certain funds" basis as described and on the terms set out in the Commitment Documents and performing all of its roles, duties and obligations as contemplated by the Commitment Documents.

Each Original Credit Party undertakes to issue an interim confirmation letter on or before the date of the Merger Agreement in relation to the status of the documentary conditions precedent delivered pursuant to clause 4 (*Conditions of Utilisation*) of the Agreed Form Facility Agreement.

4. Titles and Roles

4.1 Subject to paragraph 2.2 above, you:

(a) engage and mandate the Original Arranger as exclusive mandated lead arranger and bookrunner of the Facility;

(b) engage and mandate the Original Underwriter as exclusive underwriter of the Facility; and

(c) confirm and agree that: (x) no roles or titles will be conferred on any other person in respect of the Facility without the written consent of the Original Arranger (acting reasonably and with such consent not to be unreasonably withheld or

delayed), other than in respect of any facility agent in connection with the Facility (the ***Agent***), any security agent and trustee in connection with the Facility (the ***Security Agent***), any hedging provider, any additional arranger or additional underwriter appointed in accordance with paragraph 2.2 above (and for the avoidance of doubt, any appointment or designation of account banks shall comply with the provisions in the Agreed Form Facility Agreement in relation to collection account and cash pooling arrangement requirements), and (y) no compensation (other than as provided in the Commitment Documents and other than in connection with any additional appointments referred to in this paragraph 4 (*Titles and Roles*) (and which compensation, to the extent relating to any additional appointments (other than the Agent and the Security Agent), shall be awarded in accordance with paragraph 2.2 above)) shall be paid to any Lender or Arranger.

4.2 We hereby confirm that you may appoint any Original Credit Party or any Additional Credit Party (or any of their respective Affiliates) to act as Agent and/or Security Agent, provided that you shall exercise commercially reasonable endeavours to consider appointing (but not obliged to appoint) us as the Agent and Security Agent.

5. Finance Documents

5.1 The Facility shall be documented in a facility agreement (in the form of the Agreed Form Facility Agreement, including such minor amendments of a technical nature or which the Company and the Original Arranger have agreed (including, without limitation, any amendments required in accordance with paragraph 2.2(b) of this letter) (such mutually satisfactory facility agreement, the ***Facility Agreement***) and related Finance Documents, reflecting the terms and conditions set out in the Agreed Form Facility Agreement and other terms as mutually agreed.

5.2 Each Original Credit Party agrees to use their best efforts, to negotiate in good faith and to allocate sufficient resources and personnel to finalise the outstanding points set out in and amendments to the Agreed Form Facility Agreement promptly, and in any event not later than the date falling 30 Business Days after, the date of this letter (as such date may be extended by you from time to time with the consent of the Credit Parties (such consent not to be unreasonably withheld or delayed)). We agree that the outstanding points in and amendments to the Agreed Form Facility Agreement will be agreed having regard (acting reasonably and in good faith) to any deal-specific issues relating to the Transaction, the operational and strategic requirements of the Group in light of the proposed business plan and the business of the Target Group including (without limitation) the business, condition (financial or otherwise) or assets of the Target and the Target Group. Each Original Credit Party agrees that no change to any term of the Agreed Form Facility Agreement shall be made without the prior written consent of the Company.

5.3 Each Original Credit Party agrees to negotiate in good faith to use commercially reasonable efforts to finalise and enter into the all Finance Documents (other than the Facility Agreement) that are required to be entered into as a condition precedent to initial utilisation under the Facility Agreement on terms consistent with the Commitment Documents promptly after the date of this letter, and not later than the date falling 30 Business Days after the date of this letter (as such date may be extended by you from time to time with the consent of the Credit Parties (such consent not to be unreasonably withheld or delayed)) (the ***Agreed Form Target Date***).

5.4 If, despite negotiation in good faith and the use of commercially reasonable endeavours, the Finance Documents (other than the Facility Agreement) have not been agreed by the Agreed Form Target Date, each Credit Party undertakes to sign:

(a) the Intercreditor Agreement (to be prepared by counsel to the Sponsors) based on the intercreditor agreement dated 9 December 2019 and made between, amongst others, NF Unicorn Chindex Holding Limited as the company, the Original Arranger as senior arranger, and the Original Arranger as original senior agent and security agent; and

(b) the Security Documents (as defined in the Agreed Form Facility Agreement) that are required to be entered into by the Company and/or the Parent as conditions precedent to initial utilisation under the Facility Agreement based on and subject always to the Agreed Security Principles (as defined in the Agreed Form Facility Agreement) having regard (acting reasonably and in good faith) to provisions of the Commitment Documents, any deal-specific issues relating to the Transaction and the business of the Target Group and to any other minor drafting changes which are required.

5.5 For the purposes of the Commitment Documents, the principles set out in paragraph 5.3 shall be the ***Documentation Principles***.

5.6 If it becomes unlawful in any applicable jurisdiction for any Credit Party to perform any of its obligations as contemplated by the Commitment Documents or to fund, issue or maintain its participation under the Facility, that Credit Party shall (a) promptly notify you upon becoming aware of that event and (b) in consultation with you, take all reasonable steps to mitigate any circumstances which arise and which would result in its Underwriting Proportion in respect of the Facility (if applicable) not being available including (but not limited to) transferring its rights and obligations under the Commitment Documents to one or more of its Affiliates. A Credit Party is not obliged to take any steps under paragraph (b) above if, in its opinion (acting reasonably), to do so might be materially prejudicial to it. You shall have the right to replace such Credit Party with any person that is willing to assume the rights and obligations of such Credit Party under the Commitment Documents and the Finance Documents, each Credit Party shall, and each Credit Party shall procure the Agent and/or the Security Agent to, promptly execute such documents as may be necessary or required by you (acting reasonably) to give effect to such replacement.

5.7 Each Credit Party irrevocably undertakes (a) to enter into (and instruct the Agent and/or the Security Agent to enter into) the Facility Agreement upon five Business Days prior notice by you of the intended signing date (or such later date as may be agreed between you and the Credit Parties) and (b) to instruct the Agent or the Security Agent (as applicable) to promptly execute all documents and other evidence to which the Agent or the Security Agent (as applicable) is a party which are in agreed form as at the date hereof and have been delivered by you to satisfy a condition precedent to initial utilisation under the Facility Agreement.

5.8 The Credit Parties undertake to promptly instruct its legal counsel to deliver all legal opinions referred to in the Facility Agreement as a condition precedent to initial utilisation under the Facility Agreement and to use all reasonable endeavours and commit sufficient internal resources to instruct its legal counsel to work with the Sponsor's legal counsel with a view to agreeing the Finance Documents and the forms of all documents and other evidence required to be delivered as a condition precedent to initial utilisation under the Facility Agreement as soon as reasonably practicable after the date of this letter and, in any event, no later than the date falling 30 Business Days after the date of this letter (as such date may be extended by you from time to time with the consent of the Credit Parties (such consent not to be unreasonably withheld or delayed)).

6. Information

6.1 You represent and warrant that, to the best of your knowledge:

(a) any material written factual information provided to us by or on behalf of you or any other member of the Group (excluding any forecast, projection, inference, forward-looking statement or information or general economic and industrial nature in respect of the Company or any of its subsidiaries) (the ***Information***), taken as a whole, is true and accurate in all material respects as at the date it is provided or as at the date (if any) on which it is stated;

(b) as at the date when any Information is provided (including when such Information is updated or supplemented or when the representations and warranties set out in paragraph 6.1 are being repeated), nothing has occurred or has been omitted and no information has been given or withheld that results in the Information, taken as a whole, being untrue or misleading in any material respect in the context of the transaction as a whole; and

(c) any financial projections contained in the Information have been prepared in good faith on the basis of recent historical information and on the basis of reasonable assumptions, provided that each Credit Party acknowledges that the projections and forecasts are subject to significant uncertainties and contingencies and no assurance can be given that such projections or forecasts will be realised.

6.2 The representations and warranties set out in paragraph 6.1 are deemed to be made by you (a) on the date the relevant information is provided by or on behalf of you or any other member of the Group; and (b) on the date of this letter by reference to the facts and circumstances then existing, and the representations and warranties set out in paragraph 6.1 shall cease upon the signing of the Facility Agreement.

6.3 You shall promptly notify us if any representation and warranty set out in paragraph 6.1 is incorrect or misleading in any material respect and agrees to supplement the Information promptly from time to time to ensure that each such representation and warranty is correct in any material respect when made.

7. Indemnity

7.1 Subject to paragraphs 7.2 and 7.3 below, whether or not the Merger (in whole or in part) is consummated or any Finance Document is signed or a utilisation is made thereunder, you agree to indemnify and hold harmless, within 10 Business Days of demand, each Credit Party and its affiliates and its and their respective directors, officers, employees and agents (each an ***Indemnified Person***) against any loss, claim, damages or liability (each a ***Loss***) incurred by or awarded against such Indemnified Person, in each case, arising out of or in connection with the entry into and performance by the Credit Parties of their obligations under the Commitment Documents (including in connection with the arranging or underwriting of the Facility) or otherwise in respect of any part of the Transaction (but, in each case, excluding any loss of profit) or any actual or threatened claim, dispute, proceedings or litigation relating to any of the foregoing whether or not any Indemnified Person is a party to the same (including, but not limited to, the reasonable fees and expenses of legal counsel to such Indemnified Person incurred in investigating or defending any such loss, claim, damages or liability).

7.2 As to any Indemnified Person, you will not be liable under paragraph 7.1 of this paragraph 7 (*Indemnity*) above for any Loss (including, without limitation, legal fees) incurred by or awarded against such Indemnified Person arising from (i) the gross negligence, wilful misconduct or fraud of such Indemnified Person (as determined by a court of competent jurisdiction) or (ii) any breach by such Indemnified Person of any terms of the Commitment Documents (as determined by a court of competent jurisdiction). You shall not be responsible or liable to any person for indirect or consequential losses or damages.

7.3 You agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or any of your affiliates for or in connection with the transactions contemplated by this letter, except following your acceptance of this letter, to the extent arising from any Indemnified Person's or any of its affiliate's gross negligence, wilful misconduct or fraud or any Indemnified Person's or any of its affiliate's breach of any terms of the Commitment Documents (including any failure to perform their obligations under any Commitment Document) (as determined by a court of competent jurisdiction). No Indemnified Person shall be responsible or liable to you or any of your affiliates for indirect or consequential losses or damages.

7.4 Each Indemnified Person shall promptly notify you upon becoming aware of any circumstances which may give rise to a claim for indemnification and shall consult with you with respect to the conduct of any claim, dispute, proceedings or litigation, in each case to the extent permissible by law and without prejudicing their legal privilege.

7.5 An Indemnified Person may rely on and enforce this paragraph 7 (*Indemnity*).

7.6 Your obligations under this paragraph 7 (*Indemnity*) shall be superseded by the terms of the indemnities to be contained in the Facility Agreement once the Facility Agreement has been signed (other than in respect of any prior existing claims made under this paragraph 7 (*Indemnity*), which shall continue).

7.7 You agree that:

(a) you are not relying on any communication (written or oral) from any or all of the Credit Parties (in such capacity) as investment advice or as a recommendation to enter into the Transaction, it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction; and

(b) you are capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction.

8. Confidentiality and Conflicts

8.1 Neither the Credit Parties nor you may, without the prior written consent of the other parties to this letter, disclose the Commitment Documents or any of their terms in whole or in part to any person, other than:

(a) to:

(i) the Credit Parties, the Sponsors and you;

(ii) any of your direct or indirect shareholders and to any actual or potential direct or indirect investor in you, in each case, by you;

(iii) the Target's board and special committee of the Target (the ***Special Committee***) in respect of the Merger, their advisors, and any Target employee authorised by the Target's board or the Special Committee;

(iv) any potential Additional Arranger and any potential Additional Underwriter;

(v) any affiliate (including a head office, branch and representative office) and each of their (or their respective affiliates') representative, officer, employee, insurer, insurance brokers, service providers professional adviser and/or auditor of any of the foregoing,

in each case on a confidential basis in connection with the Merger and the Facility;

(b) as required by law or regulation government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal (including disclosure requirements under applicable stock exchange, listing or takeover regulations) or if required in connection with any legal, administrative or arbitration proceedings or other investigations, proceedings or disputes arising out of or in connection with the Commitment Documents or the Facility; and

(c) in the case of this letter and the Agreed Form Facility Agreement only, to the Target, any Sponsor and any shareholder who is considering a sale of shares in the Target to the Sponsors, and any Affiliates and advisers of the foregoing in connection with the Merger ***provided that*** the Credit Parties shall not have any responsibility or liability under the Commitment Documents to any person other than you or any person you may assign or transfer your rights and obligations under the Commitment Documents to in accordance with paragraph 11.

8.2 No Credit Party or its affiliate (each an ***Arranger Group***) shall use confidential information obtained from you, the Parent, the Holdco, the Target Group, the Sponsors or any of your affiliates or advisers in relation to the Commitment Documents, the Transaction or the Facility in connection with the performance of services for any other persons and will not furnish such information to other persons except as permitted under this paragraph 8 (*Confidentiality and Conflicts*). No member of an Arranger Group has any obligation to use, or furnish to you or any of your affiliates or any other person, any information obtained from other persons or any details of such other person in connection with the Merger or its financing and the services being provided to them.

8.3 All publicity in connection with the Facility shall be managed by the Arrangers in consultation with you.

8.4 The confidentiality obligations under this paragraph 8 (*Confidentiality and Conflicts*) shall survive the termination of this letter and remain in full force and effect until the date that is two years after the date of this letter but shall otherwise be superseded by the equivalent confidentiality obligations included in the Facility Agreement.

8.5 You acknowledge that members of an Arranger Group may act in more than one capacity in relation to the transactions contemplated by the Commitment Documents and may have conflicting interests in respect of such different capacities. You further acknowledge that members of an Arranger Group may be full service financial services firms and may provide or engage in, amongst other business, debt financing, equity capital, financial advisory services, investment management, equity and debt security trading both for clients and as principal, securities offerings, brokerage services, hedging, principal investment and financial planning and benefits counselling in each case to other persons with whom you or your affiliates may have conflicting

interests in this or other transactions. In the ordinary course of its trading, brokerage and financing activities or otherwise, a member of an Arranger Group may trade positions or otherwise effect transactions, for its own account or the account of customers, in equity, debt, loans or other securities of you or the Target Group or of any other company from time to time and exercise voting rights as they see fit.

8.6 Neither the relationship described in this letter nor the services provided by any member of an Arranger Group to you on any other matter will give rise to any fiduciary, advisory, equitable or contractual duties (including, without limitation, any duty of confidence) which could prevent or hinder any member of an Arranger Group providing similar services to other customers, or otherwise acting on behalf of other customers or for their own account. Accordingly, except for a breach of paragraph 8.2 above, in no circumstances shall any member of an Arranger Group have any liability by reasons of it or any of its affiliates conducting such other businesses, acting in their own interests or in the interests of other clients in respect of matters affecting you or your affiliates or any other person the subject of this engagement or referred to in this letter, including where, in so acting, any member of an Arranger Group acts in a manner which is adverse to the interests of you or any other person which is the subject of this engagement or which is referred to in this letter. Furthermore, no member of an Arranger Group will be required to account to you or any member of the Group for any payment, remuneration, profit or benefit it obtains as a result of acting in the ways referred to above.

9. Period of offer

If you do not accept the offer made by the Original Credit Parties in this letter by signing and faxing or scanning and emailing countersigned copies of this letter, marked for the attention of:

(a) 葛蓓 at No. 746 Changshou Road, Shanghai, China 200060 (Fax number: 021-62300515) (Email: gebei@spdb.com.cn); and

(b) 金文婕 at No. 746 Changshou Road, Shanghai, China 200060 (Fax number: 021-62300515) (Email: jinwj@spdb.com.cn),

before 11:59 pm Hong Kong time on the date of this letter (the ***Acceptance Date***), such offer shall terminate at such date unless the Acceptance Date is extended by us in writing.

10. Termination

10.1 Following acceptance in writing by you in the manner set out in paragraph 9 (*Period of offer*) above to the offer in this letter, either the Original Credit Parties (in the case of paragraphs (a) to (c) below only) or you (in the case of paragraphs (a), (b) and (d) below only) may terminate its respective obligations under the Commitment Documents and such obligations shall terminate immediately upon written notice to you from the Original Credit Parties (in the case of paragraphs (a) to (c) below only) or upon written notice to the Original Credit Parties from you (in the case of paragraphs (a), (b) and (d) below only) if:

(a) you (or the Sponsors on your behalf) notify the Original Credit Parties (which it shall do so as soon as reasonably practicable) that (i) you have conclusively and definitively withdrawn and terminated your (and any of your Affiliates') bid for the entire issued share capital of the Target, (ii) the Special Committee have notified the Sponsors that your (and any of your Affiliates') offer for the Target Group is conclusively and definitively rejected, (iii) the Special Committee conclusively and definitively terminates such merger process or (iv) the Merger Agreement is terminated in full by the parties thereto;

(b) Completion has not occurred by 11.59 pm Hong Kong time on the Outside Date (as defined in and as specified under the Merger Agreement, after giving effect to any extension thereof in accordance with the terms of the Merger Agreement), which shall be no later than the date falling 12 months after the date of this letter, unless otherwise extended from time to time with the consent of the Original Credit Parties (such consent not to be unreasonably withheld or delayed);

(c) you fail to comply with any terms of this letter in any material respect and has not remedied such failure to comply within 20 Business Days of a written notice from the Original Arranger; or

(d) subject to paragraph 10.2 below, any of the Original Credit Parties fails to comply with any term of this letter in any material respect or you have requested (acting reasonably and in good faith) amendments and/or supplements to the Commitment Documents, the Finance Documents or any other documents delivered thereunder or in relation thereto (including the Merger Agreement) that are necessary to implement or complete the Merger or have arisen as part of the negotiations with the Target, its board, senior management or the Special Committee in connection with the Merger following the date of this letter or as contemplated pursuant to the Merger Agreement and which are not (taken as a whole) materially adverse to the interests of the Original Credit Parties and the relevant Original Credit Party has not consented to such amendment.

10.2 Notwithstanding paragraph 10.1 above, if you exercise your termination rights pursuant to paragraph 10.1(d) in respect of any Original Credit Party (the ***Defaulting Credit Party***), your rights against the Original Credit Party (other than any Defaulting Credit Party) under the Commitment Documents shall remain in force and you shall be permitted to appoint, within 30 Business Days of such termination, an additional bank or other person as additional arranger, bookrunner and/or underwriter to act with us in relation to all or any of the Facility and in respect of the respective commitments of the Defaulting Credit Party (on the same terms contained within the Commitment Documents and on the same economics as the Defaulting Credit Party).

10.3 This paragraph 10.3 and paragraphs 7 (*Indemnity*), 8 (*Confidentiality and Conflicts*), 14 (*Third Party Rights*) and 15 (*Governing law and jurisdiction*)) of this letter shall survive any termination or cancellation (for whatever reason) of this letter.

11. Assignments

11.1 No party may assign or transfer rights or obligations under the Commitment Documents without the prior consent of the other parties and any attempted assignment or transfer without such consent is void and unenforceable.

12. Miscellaneous

12.1 The Commitment Documents supersede any prior understanding or agreement relating to the Facility and comprise the entire agreement between us.

12.2 The Commitment Documents may not be amended except in writing signed by each of the parties to the relevant Commitment Document.

12.3 No failure to exercise, nor delay in exercising any right or remedy under the Commitment Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy. The rights and remedies provided in each Commitment Document are cumulative and not exclusive of any rights or remedies provided by law.

12.4 Any Commitment Document may be signed in any number of counterparts. This has the same effect as if the signatures were on a single copy of that Commitment Document.

12.5 Each Credit Party may delegate, by prior written notice to you, any or all of its rights and obligations under the Commitment Documents to any of its subsidiaries or affiliates (each a ***Delegate***) and may designate any Delegate as responsible for the performance of any of its appointed functions under the Commitment Documents ***provided that*** each Credit Party shall remain liable to you and any other Credit Party for the performance of such rights and obligations by its Delegate and for any loss or liability suffered by you or any other Credit Party as a result of such Delegate's failure to perform such obligations. Each Delegate may rely on this letter.

12.6 If a term of any Commitment Document becomes illegal, invalid or unenforceable in any jurisdiction that will not affect the legality, validity or enforceability of (i) any other term of the Commitment Documents or (ii) that term in any other jurisdictions.

12.7 No Credit Party is acting as a fiduciary for, or providing any legal, tax accounting, actuarial or regulatory advice to, you or any of your affiliates in connection with the Transaction.

12.8 You have made your own independent decision to enter into, and are not relying on any communication from any Credit Party, in its capacity as a Credit Party, as advice or recommendation to enter into, the transactions contemplated in the Commitment Documents. The Credit Parties make no representation or warranty as to the profitability or expected results of the transactions contemplated in the Commitment Documents.

13. No Announcements

No party shall make (and shall cause each of its affiliates not to make) any public announcement regarding any or all of the Transaction or Facility without the prior consent of each of the other parties (such consent not to be unreasonably withheld or delayed), except to the extent required by law, regulation or applicable governmental or regulatory authority (including any applicable stock exchange). On and after the date on which the Merger is publicly announced or disclosed, each Credit Party shall consult with the Company and provide the Company a reasonable opportunity to review and comment on (and reasonably consider such proposed comments) prior to disclosing, at its own expense, its participation in the Facility, including without limitation, the placement of "tombstone" advertisements in financial and other newspapers, journals and in marketing materials.

14. Third Party Rights

14.1 Except as expressly stated otherwise in paragraph 7 (*Indemnity*) above or any other provision of any Commitment Documents, the terms of any Commitment Document may be enforced or relied on only by a party to it or such party's successors or permitted assigns and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded.

14.2 Notwithstanding the rights of Indemnified Persons under paragraph 7 (*Indemnity*) above, any of the Commitment Documents may at any time be amended, waived, rescinded or terminated by the parties thereto without the consent of any person who is not a party thereto.

15. Governing law and jurisdiction

15.1 The Commitment Documents and all disputes or proceedings and any non-contractual obligations arising out of or in connection with any of them are governed by English law.

15.2 Each party submits, for the benefit of the other parties, to the exclusive jurisdiction of the English courts for the resolution of any dispute or proceedings arising out of or in connection with any of the Commitment Documents (including any dispute relating to non-contractual obligations arising out of or in connection with any Commitment Documents).

To accept this offer please sign and return to the Original Arranger a copy of this letter.

If this offer is not so accepted, you are directed to return the Commitment Documents (and any copies) to the Credit Parties immediately.

Yours faithfully,

/s/ Seal of Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch

/s/ Cao Yicun

For and on behalf of

SHANGHAI PUDONG DEVELOPMENT BANK CO., LTD. PUTUO SUB-BRANCH (上海浦东发展银行股份有限公司普陀支行**)** as Original Arranger

By: Cao Yicun

/s/ Seal of Shanghai Pudong Development Bank Co., Ltd. Putuo Sub-Branch

/s/ Cao Yicun

For and on behalf of

SHANGHAI PUDONG DEVELOPMENT BANK CO., LTD. PUTUO SUB-BRANCH (上海浦东发展银行股份有限公司普陀支行**)** as Original Underwriter

By: Cao Yicun

Accepted and Agreed.

/s/ Carl Wu

For and on behalf of

UNICORN II MERGER SUB LIMITED

Date: 28 July 2021

Exhibit 99.6

EXECUTION VERSION

SUPPORT AGREEMENT

This SUPPORT AGREEMENT (this "Agreement") is made and entered into as of August 4, 2021 by and among Unicorn II Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("HoldCo") and certain shareholders of New Frontier Health Corporation, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Company"), listed on Schedule A hereto (each, a "Shareholder" and collectively, the "Shareholders"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

WHEREAS, substantially concurrently with the execution and delivery of this Agreement, HoldCo, Unicorn II Parent Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of HoldCo ("Parent"), and Unicorn II Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), and the Company executed an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company (the "Merger") with the Company surviving the Merger and becoming a wholly owned Subsidiary of Parent;

WHEREAS, as of the date of this Agreement, each Shareholder is the Beneficial Owner (as defined below) of the Existing Securities (as defined below) set forth opposite such Shareholder's name on Schedule A hereto;

WHEREAS, as a condition and inducement to the willingness of HoldCo, Parent and Merger Sub to enter into the Merger Agreement and pursue the Merger, HoldCo has required that each Shareholder agree, and each Shareholder has agreed, upon the terms and subject to the conditions set forth herein, to enter into this Agreement and abide by the covenants and obligations set forth herein; and

WHEREAS, as a condition and inducement to the willingness of the Shareholders solely in their capacity as Beneficial Owners of Covered Securities (as defined below) to enter into this Agreement and take such action contemplated hereunder in support of the Merger upon the terms and subject to the conditions set forth herein, HoldCo has agreed, upon the terms and subject to the conditions set forth herein, to enter into this Agreement and abide by its covenants and obligations set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.1 Defined Terms. The following terms, as used in this Agreement, shall have the meanings set forth below.

(a) "Additional Rollover Agreements" means one or more rollover agreements entered into on or after the date hereof among the HoldCo and one or more shareholders of the Company providing for rollover arrangement with respect to certain Ordinary Shares and/or Company Warrants held by such shareholders substantially similar to that with respect to Rollover Shares and/or Rollover Warrants as provided hereunder.

(b) "Additional Securities" means with respect to a Shareholder, Ordinary Shares or other voting share capital of the Company or Company Warrants or other equity securities convertible or exchangeable into or exercisable for voting share capital of the Company with respect to which such Shareholder acquires Beneficial Ownership after the date of this Agreement (including any Ordinary Shares issued upon the exercise of any Company Options, Company Restricted Share Units or Company Warrants or the conversion, exercise or exchange of any other securities into or for any Ordinary Shares or otherwise).

(c) "Affiliates" of a specified person means a person who, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified person. For the avoidance of doubt, an "Affiliate" of the Buyer Consortium shall include a person jointly Controlled, whether directly or indirectly through one or more intermediaries, by the Buyer Consortium as a whole.

(d) "Arbitrator" has the meaning ascribed to it in Section 6.2(b).

(e) "Bankruptcy and Equity Exception" has the meaning ascribed to it in Section 4.1(a).

(f) "Beneficial Ownership" by a person of any security includes ownership by any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise (whether or not in writing), has or shares: (i) voting power which includes the power to vote, or to direct the voting of, such security; and/or (ii) investment power which includes the power to dispose, or to direct the disposition, of such security; and shall otherwise be interpreted in accordance with the term "beneficial ownership" as defined in Rule 13d-3 under the Exchange Act; provided that, without duplicative counting of the same securities by the same holder, securities Beneficially Owned by a person will include securities Beneficially Owned by any Affiliates of such person which are Controlled by such person, but no Beneficial Ownership of securities shall be attributed to securities Beneficially Owned by any other person(s) solely by virtue of the fact that such first person may be deemed to constitute a "group" within the meaning of Section 13(d) of the Exchange Act with such other person(s). The terms "Beneficially Owned" and "Beneficial Owner" shall have correlative meanings.

(g) "Buyer Consortium" means, collectively, the parties to the Consortium Agreement.

(h) "Company Option" means each outstanding share option issued by the Company pursuant to any Share Incentive Plan that entitles the holder thereof to purchase Ordinary Shares upon the vesting of such award.

(i) "Company Restricted Share Unit" means each outstanding restricted share unit issued by the Company pursuant to any Share Incentive Plan that entitles the holder thereof to acquire Ordinary Shares upon the vesting of such award.

(j) "Company Warrant" means each warrant issued by the Company from time to time that entitles the holder thereof to purchase Ordinary Shares on the terms and conditions contemplated by the Warrant Agreement.

(k) "Consortium Agreement" means that Consortium Agreement, dated February 9, 2021, by and among certain Shareholders and certain other parties thereto (as may be amended, supplemented or otherwise modified from time to time).

(l) "Control" (including the terms "Controlled by" and "under common Control with") means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or the possession of voting power, as trustee or executor, by contract or otherwise.

(m) "Covered Securities" means, with respect to a Shareholder, all of the Existing Securities and Additional Securities (if any) of such Shareholder, in each case, subject to any adjustment pursuant to Section 5.3.

(n) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(o) "Existing Securities" means with respect to a Shareholder, the Ordinary Shares and Company Warrants Beneficially Owned by such Shareholder as of the date hereof, as set forth opposite such Shareholder's name on Schedule A hereto.

(p) "HKIAC" has the meaning ascribed to it in Section 6.2(b).

(q) "HoldCo Shares" means the ordinary shares of HoldCo with a par value of US$0.0001 per share.

(r) "Interim Investors Agreement" means that Interim Investors Agreement, dated on or around the date hereof, by and among HoldCo, certain Shareholders and certain other parties thereto (as may be amended, supplemented or otherwise modified from time to time).

(s) "Nan Fung" means Nan Fung Group Holdings Limited, Sun Hing Associates Limited and NF SPAC Holding Limited.

(t) "Ordinary Shares" means the ordinary shares of the Company that are designated as "Ordinary Shares" with a par value of US$0.0001 per share.

(u) "Permitted Liens" has the meaning ascribed to it in Section 5.1(a).

(v) "Permitted Transfer" means:

(1) a Transfer of Covered Securities by a Shareholder to (i) an Affiliate of such Shareholder which is Controlled by or under common Control with such Shareholder, (ii) a member of such Shareholder's immediate family or a trust for the benefit of such Shareholder's or any member of such Shareholder's immediate family, or (iii) any heir, legatees, beneficiaries and/or devisees of such Shareholder; provided that, in each case of (i) to (iii), such transferee agrees to execute, prior to or concurrently with such Transfer, a Joinder Agreement in the form attached hereto as Exhibit A; and

(2) without prejudice to paragraph (1) above, with respect to any of Nan Fung, a Transfer of any of Covered Securities of any of Nan Fung, or any voting right or power (including right or power granted by proxy or otherwise) or economic interest therein (i) to The D.H. Chen Foundation or any of the immediate family members of the direct or indirect equity holder of any of Nan Fung (each a "Principal Owner"), or to any person Controlled by such Principal Owner or any such immediate family members, or to any trust established for the benefit of such Principal Owner or any such immediate family members, (ii) among the Principal Owners by one to another, or to any family members of such Principal Owners, or to any person Controlled by such Principal Owner or any family members thereof, or to any trust established for the benefit of such Principal Owner or any such family members, (iii) insofar as any interest in such Covered Securities is held pursuant to any grant of probate or letters of administration in respect of the estate of any deceased Principal Owner, by the executors, administrators or any other similar personal representatives of such Principal Owner in accordance with the will of such Principal Owner or the applicable laws or otherwise as directed by the order of any relevant courts or tribunals of competent jurisdiction, (iv) insofar as any interest in such Covered Securities is held by or subject to any trust, by the trustees of such trust to any person Controlled by such trust, or to any other trust established for the benefit of such trust; or (v) in connection with or for the purpose of any solvent corporate reconstruction, reorganisation or restructuring within the group of companies comprising Chen's Group International Limited and its subsidiaries; provided that, in each case of (i) through (v), such transferee agrees to execute, prior to or concurrently with such Transfer, a Joinder Agreement in the form attached hereto as Exhibit A.

(w) "person" means individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, organization, entity or Governmental Entity.

(x) "Representatives" means, with respect to any party, such party's officers, directors, employees, shareholders, general partners, limited partners, accountants, consultants, financial and legal advisors, agents and other representatives.

(y) "Rollover Closing" has the meaning ascribed to it in Section 3.3.

(z) "Rollover Consideration" means, with respect to a Shareholder, the number of HoldCo Shares set forth in the column entitled "Rollover Consideration" opposite such Shareholder's name on Schedule A hereto (as may be adjusted from time to time by the Sponsor in accordance with the Interim Investors Agreement).

(aa) "Rollover Shares" means, with respect to a Shareholder, the portion of the Ordinary Shares Beneficially Owned by such Shareholder as of immediately prior to the Effective Time that are to be cancelled pursuant to the terms and conditions of this Agreement and the Merger Agreement, the number of which is set forth in the column entitled "Rollover Shares" opposite

such Shareholder's name on Schedule A hereto (as may be adjusted from time to time by the Sponsor in accordance with the Interim Investors Agreement).

(bb) "Rollover Warrants" means, with respect to a Shareholder, the portion of the Company Warrants Beneficially Owned by such Shareholder as of immediately prior to the Effective Time that are to be cancelled pursuant to the terms and conditions of this Agreement and the Merger Agreement, the number of which is set forth in the column entitled "Rollover Warrants" opposite such Shareholder's name on Schedule A hereto (as may be adjusted from time to time by the Sponsor in accordance with the Interim Investors Agreement).

(cc) "Rules" has the meaning ascribed to it in Section 6.2(b).

(dd) "SEC" means the United States Securities and Exchange Commission.

(ee) "Share Incentive Plan" means the New Frontier Health Corporation 2019 Omnibus Incentive Plan, as may be amended from time to time.

(ff) "Sponsor" means New Frontier Public Holding Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands.

(gg) "Third Party" means any person or "group" (as defined under Section 13(d) of the Exchange Act) of persons, other than HoldCo or any of its Affiliates or Representatives.

(hh) "Transfer" means, directly or indirectly, to sell, transfer, offer, exchange, assign, pledge, encumber, hypothecate or otherwise dispose of (by merger, by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law or otherwise), either voluntarily or involuntarily, or to enter into any contract, option or other agreement with respect to any sale, transfer, offer, exchange, assignment, pledge, encumbrance, hypothecation or other disposition.

Section 1.2 Interpretation. Unless the express context otherwise requires:

(a) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." All terms defined in this Agreement shall have the defined meanings contained herein when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time, amended, qualified or supplemented, including (in the case of agreements and instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns.

(b) The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

(c) With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

ARTICLE II
VOTING AND EXCLUSIVITY

Section 2.1 Agreement to Vote; Exclusivity; Irrevocable Proxy.

(a) Each Shareholder hereby irrevocably and unconditionally agrees that at any annual or extraordinary general meeting of the shareholders of the Company and at any other meeting of the shareholders of the Company, however called, including any adjournment, recess or postponement thereof, or in connection with any written consent of the shareholders of the

Company and in any other circumstance upon which a vote, consent or other approval of all or some of the shareholders of the Company is sought, it shall, and shall cause any holder of record of its Covered Securities to, in each case to the extent that the Covered Securities are entitled to vote thereon or consent thereto:

appear at each such meeting or otherwise cause all of its Covered Securities to be counted as present thereat in accordance with procedures applicable to such meeting so as to ensure such Shareholder and each other holder of record of such Shareholder's Covered Securities are duly counted for purposes of calculating a quorum and for purposes of recording the result of any applicable vote or consent and respond to each request by the Company for written consent, if any; and

vote, or cause to be voted, whether on a show of hands or a poll and whether in person or by proxy, or deliver, or cause to be delivered, a written consent covering, all of its Covered Securities (A) in favor of the approval, adoption and authorization of the Merger Agreement and the approval of the Merger and any other transactions contemplated by the Merger Agreement; (B) in favor of any other matters required to consummate the Merger and any other transactions contemplated by the Merger Agreement; (C) against any Competing Proposal or Alternative Warrant Proposal or any other transaction, proposal, agreement or action made in opposition to the Merger or in competition or inconsistent with the Merger, (D) against any other action, agreement or transaction that is intended to facilitate a Competing Proposal or an Alternative Warrant Proposal or is intended to or could prevent, impede, or, in any material respect, interfere with, delay or adversely affect the Merger or any other transactions contemplated by the Merger Agreement or the performance by such Shareholder of its obligations under this Agreement; (E) against any transaction, proposal, agreement or action that could reasonably be expected to result in a breach of any covenant, representation or warranty or other obligations or agreement of the Company contained in the Merger Agreement; and (F) if requested by HoldCo, in favor of any adjournment or postponement of such meeting, however called, at which any of the matters described in sub-sections (A) through (E) is to be considered.

(b) Each Shareholder further irrevocably and unconditionally agrees that, in connection with the solicitation of Warrantholder Consent by the Company, it shall, and shall cause any registered holder of its Covered Securities that are Company Warrants to, promptly vote, or cause to be voted, whether on a show of hands or a poll and whether in person or by proxy, or deliver, or cause to be delivered, a written consent, covering all of its Covered Securities that are Company Warrants in favor of the approval and adoption of the Warrant Amendment and the approval of the transactions contemplated thereby.

(c) Each Shareholder further irrevocably and unconditionally agrees that it shall not, shall cause its Affiliates not to and shall use reasonable best efforts to cause the Representatives of it and its Affiliates (subject to, in the case of a Representative who is a director of the Company or any of its Subsidiaries and solely in such Representative's capacity as a director, his or her fiduciary duties) not to, directly or indirectly, either alone or with or through any Representatives, (i) make a Competing Proposal or Alternative Warrant Proposal or solicit, encourage, facilitate or join with, or invite, any other person to be involved in the making of a Competing Proposal or Alternative Warrant Proposal, (ii) provide any information to any Third Party with a view to such Third Party or any other person pursuing or considering to pursue a Competing Proposal or Alternative Warrant Proposal, (iii) finance or offer to finance any Competing Proposal or Alternative Warrant Proposal, including by offering any equity or debt financing, or contribution of any Covered Securities or provision of a voting agreement, in support of any Competing Proposal or Alternative Warrant Proposal, or, (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything that is inconsistent with the provisions of this Agreement or the transactions contemplated hereby, (v) acquire the ownership of any of the assets or businesses of the Company or any Additional Securities or any option or other right to acquire such ownership, excluding any Additional Securities that result from (x) the exercise of any Company Warrants held by such Shareholder as of the date hereof or (y) the vesting or exercise of any Company Options, Company Restricted Share Units or other equity incentive awards under the Share Incentive Plan or any other equity incentive plan adopted by the Company, (vi) take any action that would reasonably be expected to have the effect of preventing, disabling or delaying such Shareholder from performing its obligations under this Agreement, or (vii) solicit, encourage or facilitate, or induce or enter into any negotiation, discussion, agreement, arrangement or understanding (whether or not in writing and whether or not legally binding) with any person (other than members of the Buyer Consortium and their Affiliates) regarding, a Competing Proposal or Alternative Warrant Proposal or any of the matters described in Section 2.1(a), Section 2.1(b) or this Section 2.1(c).

(d) Each Shareholder shall, and shall cause its Affiliates and shall use reasonable best efforts to cause the Representatives of it and its Affiliates (subject to, in the case of a Representative who is a director of the Company or any of its Subsidiaries and solely in such Representative's capacity as a director, his or her fiduciary duties) to, immediately cease and terminate and cause to be ceased and terminated any existing discussions, conversations, negotiations or other communications or activities with any person that may have been conducted heretofore with respect to a Competing Proposal or Alternative

Warrant Proposal. From and after the date hereof, each Shareholder shall promptly advise HoldCo of any approach by any person other than the Buyer Consortium to such Shareholder in connection with a Competing Proposal or Alternative Warrant Proposal and provide HoldCo with copies of any such written communication.

(e) Except for any proxies granted or voting undertakings delivered in favor of the Sponsor prior to the date hereof (to the extent such proxies and voting undertakings are not revoked pursuant to Section 2.2(b) hereof), each Shareholder shall retain at all times the right to vote or consent with respect to such Shareholder's Covered Securities in such Shareholder's sole discretion and without any other limitation on those matters, other than those limitations contained in Section 2.1(a) and Section 2.1(b).

(f) The obligations of each Shareholder set forth in this Section 2.1 are irrevocable until the termination of this Agreement in accordance with its terms.

Section 2.2 Grant of Irrevocable Proxy. Each Shareholder hereby irrevocably and unconditionally grants a proxy to, and appoints, HoldCo and/or any designee of HoldCo, and each of them individually, as such Shareholder's proxies and attorneys-in-fact, with full power of substitution and resubstitution, for and in such Shareholder's name, place and stead, to vote, act by written consent or execute and deliver a proxy, solely in respect of the matters described in, and in accordance with, Section 2.1(a) and Section 2.1(b), and to vote or grant a written consent with respect to the Covered Securities provided in Section 2.1(a) and Section 2.1(b). This irrevocable proxy and power of attorney is given in connection with, and in consideration of, the execution of the Merger Agreement and the transactions contemplated thereby, and that such irrevocable proxy is given to secure the performance of the duties of such Shareholder under this Agreement. Each Shareholder hereby (a) affirms that such irrevocable proxy is (i) coupled with an interest and (ii) subject to the last sentence of this Section 2.2, executed and intended to be irrevocable in accordance with the provisions of the Laws of the State of New York, and (b) revokes any and all prior proxies granted and voting undertakings delivered by such Shareholder with respect to the Covered Securities to the extent such prior proxies or voting undertakings conflict with or are inconsistent with the proxies granted under this Section 2.2 and no subsequent proxy or voting undertaking shall be given by such Shareholder (and if given shall be ineffective). Each Shareholder shall take such further action or execute such other instruments as may be requested by HoldCo in accordance with the relevant provisions of the Laws of the State of New York or any other Law to effectuate the intent of this proxy. The power of attorney granted by each Shareholder herein is a durable power of attorney and, so long as HoldCo has the interest secured by such power of attorney or the obligations secured by such power of attorney remain undischarged, the power of attorney shall not be revoked by the dissolution, bankruptcy, death or incapacity of such Shareholder. The proxy and power of attorney granted hereunder shall automatically and without further action by the parties hereto terminate upon the termination of this Agreement in accordance with its terms.

Section 2.3 Waiver of Dissenter Rights. Each Shareholder hereby irrevocably and unconditionally waives, and agrees to cause to be waived and to prevent the exercise of, any dissenters' rights, rights of appraisal and any similar rights relating to the Merger and any other transactions contemplated by the Merger Agreement that such Shareholder or any other person may have by virtue of, or with respect to, any of the Covered Securities (including any rights under Section 238 of the CICL).

ARTICLE III
ROLLOVER SHARES AND WARRANTS

Section 3.1 Cancellation of Rollover Shares and Rollover Warrants. Subject to the terms and conditions set forth herein, (a) each Shareholder agrees that its Rollover Shares and Rollover Warrants shall be cancelled at the Effective Time for no consideration from the Company; and (b) other than its Rollover Shares and Rollover Warrants, all the remaining Covered Securities of such Shareholder, if any, shall (i) if such Covered Securities are Ordinary Shares issued and outstanding as of immediately prior to the Effective Time, be cancelled and cease to exist in exchange for the cash consideration provided under the Merger Agreement, or (ii) if such Covered Securities are represented by other securities, be treated as set forth in the Merger Agreement. Each Shareholder shall take all actions necessary to cause its Covered Securities to be treated as set forth herein.

Section 3.2 Subscription of Rollover Consideration. At or immediately prior to the Closing, in consideration for the cancellation of the Rollover Shares and Rollover Warrants held by a Shareholder in accordance with Section 3.1 and without prejudice to any additional HoldCo Shares that such Shareholder may receive in respect of any cash contributions, HoldCo shall issue or cause to

be issued to such Shareholder (or, if designated by such Shareholder in writing, an Affiliate of such Shareholder), and such Shareholder or its Affiliate (as applicable) shall subscribe for, its Rollover Consideration. Each Shareholder hereby acknowledges and agrees that (i) delivery of such Rollover Consideration shall constitute complete satisfaction of all obligations towards or sums due to such Shareholder by HoldCo and its Affiliates in respect of the Rollover Shares and Rollover Warrants held by such Shareholder and cancelled at the Effective Time as contemplated by Section 3.1 above, and (ii) such Shareholder shall have no right to any consideration as provided in the Merger Agreement in respect of the Rollover Shares or the Rollover Warrants held by such Shareholder.

Section 3.3 Rollover Closing. Subject to the satisfaction in full (or waiver, if permissible) of all of the conditions set forth in the Merger Agreement (other than conditions that by their nature are to be satisfied or waived, as applicable, at the Closing), the closing of the subscription by and issuance to a Shareholder or its Affiliate (as applicable) of Rollover Consideration contemplated hereby shall take place at or immediately prior to the Closing or at such other time as agreed among such Shareholder and HoldCo (the "Rollover Closing"). For the avoidance of doubt, the cancellation of Rollover Shares and Rollover Warrants shall only take place at the Effective Time in accordance with Section 3.1, notwithstanding the fact that the Rollover Closing may take place prior to the Effective Time.

Section 3.4 Deposit of Rollover Securities. No later than three (3) Business Days prior to the Rollover Closing, each Shareholder and any Representative of such Shareholder holding certificates evidencing any Rollover Shares or Rollover Warrants shall deliver or cause to be delivered to HoldCo all certificates representing such Rollover Shares and Rollover Warrants in such person's possession, for disposition in accordance with the terms of this Agreement; such certificates and documents shall be held by HoldCo or any agent authorized by HoldCo until the Rollover Closing. To the extent that any Rollover Shares or Rollover Warrants of a Shareholder are held in street name, such Shareholder shall execute such instruments and take such other actions, in each case, as are reasonably requested by HoldCo to reflect or give effect to the cancellation of such Rollover Shares and Rollover Warrants in accordance with this Agreement and the Merger Agreement.

Section 3.5 Tax Treatment. Solely for U.S. federal income tax purposes, the parties hereto agree to treat the cancellation of the Rollover Shares pursuant to Section 3.1 and the issuances of Holdco Shares pursuant to Section 3.2 as contributions that are governed by Sections 351 or 721 of the Code, as applicable. Solely for U.S. federal income tax purposes, the parties hereto shall not take any action inconsistent therewith unless otherwise required pursuant to a final "determination" as defined in Section 1313 of the Code.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Shareholders. Each Shareholder represents and warrants to HoldCo, severally and not jointly, and solely as to itself and its Covered Securities, as of the date of this Agreement and as of the Rollover Closing:

(a) Capacity; Authorization; Validity of Agreement; Necessary Action. Such Shareholder has the legal capacity and all requisite power and authority to execute and deliver this Agreement and perform such Shareholder's obligations hereunder and to consummate the transactions contemplated by this Agreement (excluding, for the avoidance of doubt, any obligations and transactions under or contemplated by the Merger Agreement that are not set forth in this Agreement). This Agreement has been duly authorized (if applicable), executed and delivered by such Shareholder and, assuming this Agreement constitutes a valid and binding obligation of HoldCo, constitutes a legal, valid and binding agreement of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (regardless of whether considered in a proceeding in equity or at law) (the "Bankruptcy and Equity Exception").

(b) Ownership. Such Shareholder is the Beneficial Owner of and has good and valid title to the Existing Securities set forth opposite such Shareholder's name in Schedule A hereto, free and clear of any Liens, other than any Permitted Liens or any Liens pursuant to this Agreement, the Interim Investors Agreement or the Consortium Agreement, or arising under the memorandum or articles of association of the Company and transfer restrictions imposed by generally applicable securities Laws. As of the date of this Agreement, such Shareholder's Existing Securities listed in Schedule A hereto constitute all of the Covered Securities Beneficially Owned or owned of record by such Shareholder. Except publicly disclosed in filings made by such Shareholder with the SEC as of the date hereof, such Shareholder is and will be the sole record holder and Beneficial Owner of its Covered Securities (unless such Covered Securities are Transferred via a Permitted Transfer) and has (i) the sole voting power, (ii) the sole power of disposition and (iii) the sole power to agree to all of the matters set forth in this Agreement with respect to its Covered Securities. Other than the proxies previously granted to the Sponsor or voting or similar undertaking delivered to the Sponsor (which are, by the terms of Section 2.2(b), revoked to the extent such proxies or voting undertaking

conflict with or are inconsistent with the proxies granted under Section 2.2), such Shareholder has not granted any proxy inconsistent with this Agreement that is still effective or entered into any voting or similar agreement that is still effective, in each case with respect to any of such Shareholder's Existing Securities and with respect to all of its Covered Securities at all times through the consummation of the Merger.

(c) Non-Contravention; No Conflicts. Except as would not, individually or in the aggregate, be expected to be adverse to the ability of such Shareholder to timely perform any of its obligations hereunder in any material respect, (i) other than compliance with its obligations under Section 13(d) or any other applicable requirements under the Exchange Act or under the applicable rules or regulations of the listing authorities or stock exchange(s) where the shares of such Shareholder or any of its Affiliates is listed or traded, no filing or notice by such Shareholder with or to any Governmental Entity, and no authorization, consent, permit or approval from any Governmental Entity or any other person is necessary for the execution and delivery of this Agreement by such Shareholder or the performance by such Shareholder of such Shareholder's obligations herein, (ii) the execution and delivery of this Agreement by such Shareholder do not, and the performance by such Shareholder of such Shareholder's obligations under this Agreement and the consummation by such Shareholder of the transactions contemplated by this Agreement (excluding, for the avoidance of doubt, any obligations and transactions under or contemplated by the Merger Agreement that are not set forth in this Agreement), will not (1) conflict with, or result in any violation or breach of, or constitute a default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation or loss of any material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon such Shareholder's assets or properties under, any provision of (A) any contract, agreement or other instrument to which the Shareholder is party or by which any of such Shareholder's assets or properties is bound, or (B) any judgment, order, injunction, decree or Law applicable to such Shareholder or such Shareholder's assets or properties or (2) other than compliance with its obligations under Section 13(d) or any other applicable requirements under the Exchange Act, require any consent of, registration, declaration or filing with, notice to or permit from any Governmental Entity.

(d) No Inconsistent Agreements. Except for this Agreement, such Shareholder has not, other than pursuant to the Consortium Agreement and the Interim Investors Agreement or as disclosed in such Shareholder's (or its Affiliate's) filings made with the SEC as of the date hereof or to HoldCo and the Company in writing as of the date hereof, (i) entered into any contract, agreement or other instrument, voting agreement, voting trust or similar agreement with respect to any of the Covered Securities, (ii) granted any irrevocable proxy, consent or power of attorney with respect to any of the Covered Securities or (iii) taken any action that would constitute a breach hereof, make any representation or warranty of such Shareholder set forth in this ARTICLE IV untrue or incorrect in any material respect or have the effect of preventing or disabling such Shareholder from performing in any material respect any of its obligations under this Agreement. Such Shareholder understands and acknowledges that HoldCo and its Affiliates have expended, and are continuing to expend, time and resources in connection with the Merger in reliance upon such Shareholder's execution and delivery of this Agreement and the representations, warranties, covenants and other agreements of such Shareholder contained herein.

(e) No Finder's Fees. No broker, investment banker, financial advisor, finder, agent or other person is entitled to any broker's, finder's, financial adviser's or other similar fee or commission in connection with this Agreement based upon arrangements made by or on behalf of the Shareholder in his or her capacity as such.

(f) No Action. There are no proceedings, claims, actions, suits or governmental or regulatory investigations pending or, to the knowledge of such Shareholder, threatened against such Shareholder that could impair the ability of such Shareholder to timely perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(g) Opportunity of Inquiry. Such Shareholder has been afforded the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, Representatives of HoldCo and its Affiliates concerning the terms and conditions of the transactions contemplated hereby and the merits and risks of owning HoldCo Shares and such Shareholder acknowledges that it has been advised to discuss with its own counsel the meaning and legal consequences of such Shareholder's representations and warranties in this Agreement and the transactions contemplated hereby.

Section 4.2 **Representations and Warranties of HoldCo**. HoldCo represents and warrants to each Shareholder, as of the date of this Agreement and as of the Rollover Closing, except for any representation or warranty that by its terms specifically addresses a matter only as of a particular date or only with respect to a specific period of time, as of such date or with respect to such period:

(a) It is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands. It has all corporate power and authority to execute, deliver and perform this Agreement. The execution and delivery by it of this Agreement, the performance by it of its obligations hereunder and the consummation by it of the transactions contemplated by this Agreement (excluding, for the avoidance of doubt, any obligations and transactions under or contemplated by the Merger Agreement, including the Merger) have been duly and validly authorized by it, and no other actions or proceedings on its part are necessary to authorize the execution and delivery by it of this Agreement, the performance by it of its obligations hereunder or the consummation by it of the transactions contemplated by this Agreement (excluding, for the avoidance of doubt, any obligations and transactions under or contemplated by the Merger Agreement, including the Merger). This Agreement has been duly executed and delivered by it and, assuming this Agreement constitutes a valid and binding obligation of each Shareholder, constitutes a legal, valid and binding agreement of it enforceable against it in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Except as would not, individually or in the aggregate, be expected to be adverse to its ability to timely perform any of its obligations hereunder in any material respect, the execution and delivery of this Agreement by it do not, and the performance by it of its obligations under this Agreement and the consummation by it of the transactions contemplated by this Agreement (excluding, for the avoidance of doubt, any obligations and transactions under or contemplated by the Merger Agreement, including the Merger), will not (a) conflict with, or result in any violation or breach of, or constitute a default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation or loss of any material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon its assets or properties under, any provision of (i) any contract, agreement or other instrument to which it is party or by which any of its assets or properties is bound, or (ii) any judgment, order, injunction, decree or Law applicable to it or its assets or properties, or (b) other than compliance with its obligations under Section 13(d) or any other applicable requirements under the Exchange Act, require any consent of, registration, declaration or filing with, notice to or permit from any Governmental Entity or other third person.

(c) The HoldCo Shares to be issued under this Agreement will, as of immediately prior to the Rollover Closing, have been duly and validly authorized and when issued and delivered in accordance with the terms hereof at the Rollover Closing, will be validly issued, fully paid and nonassessable, free and clear of all Liens, other than restrictions arising under applicable securities Laws or the organizational documents of HoldCo.

(d) At and immediately after the Rollover Closing, the authorized share capital of HoldCo shall consist of 500,000,000 HoldCo Shares, of which, assuming the due performance by each Shareholder of its obligations under this Agreement, the HoldCo Shares as set forth in Schedule A (as may be adjusted pursuant to the Interim Investors Agreement and to be recalculated based on the actual subscription price of each HoldCo Share) to be issued pursuant to the terms herein, together with the HoldCo Shares to be issued pursuant to the Additional Rollover Agreements and the Equity Commitment Letters (as may be adjusted pursuant to the Interim Investors Agreement), shall be all of the HoldCo Shares outstanding at and immediately after the Rollover Closing. Except as set forth in the preceding sentence or otherwise agreed to by the Parties in writing and except for the HoldCo Options and HoldCo RSU Awards to be issued pursuant to the Merger Agreement, at and immediately after the Rollover Closing, there shall be (i) no outstanding share capital of or voting or equity interest in HoldCo, (ii) no options, warrants, or other rights to acquire any share capital of or voting or equity interest in HoldCo, (iii) no outstanding securities exchangeable or exercisable for or convertible into share capital of or voting or equity interest in HoldCo, and (iv) no outstanding rights to acquire or obligations to issue any such options, warrants, other rights or securities of HoldCo.

(e) Parent is wholly-owned by HoldCo.

(f) Merger Sub is wholly-owned by Parent.

ARTICLE V
OTHER COVENANTS

Section 5.1 **Prohibition on Transfer**.

(a) Subject to the terms of this Agreement, each Shareholder covenants and agrees not to Transfer any of its Covered Securities, or any voting right or power (including whether such right or power is granted by proxy or otherwise) or economic interest therein, unless such Transfer (i) is a Permitted Transfer, (ii) has been previously approved in writing by HoldCo, or (iii) is made pursuant to any Lien existing as of the date hereof which has been duly disclosed in such Shareholder's (or its Affiliate's) filings made with the SEC as of the date hereof or to HoldCo and the Company in writing as of the date hereof (the "Permitted Liens"). Any attempted Transfer of shares or any interest therein, in violation of this Section 5.1 shall be null and void.

(b) With respect to each Shareholder, this Agreement and the obligations hereunder shall attach to the Covered Securities and shall be binding upon any person to which legal or Beneficial Ownership shall pass, whether by operation of Law or otherwise, including, the Shareholder's successors or assigns. No Shareholder may request that the Company or the Company's transfer agent or warrant agent, as applicable, register the Transfer of (book-entry or otherwise) any or all of the Covered Securities (whether represented by a certificate or uncertificated), unless such Transfer is made in compliance with this Agreement. Notwithstanding any Transfer of Covered Securities, the transferor shall remain liable for the performance of all of the obligations of the Shareholder under this Agreement.

Section 5.2 **Additional Securities**. Without prejudice to the obligations of the Shareholders under Section 1.5 of the Interim Investors Agreement, each Shareholder covenants and agrees to notify HoldCo in writing of the number of Additional Securities Beneficial Ownership in which is acquired by each Shareholder after the date hereof as soon as practicable, but in no event later than five (5) Business Days, after such acquisition. Any such Additional Securities shall automatically become subject to the terms of this Agreement and shall constitute Covered Securities for all purposes of this Agreement.

Section 5.3 **Share Dividends, etc.** In the event of a reclassification, recapitalization, reorganization, share split (including a reverse share split) or combination, exchange or readjustment of shares, or other similar transaction, or if any share dividend, subdivision or distribution (including any dividend or distribution of securities convertible into or exchangeable for Ordinary Shares) is declared, in each case affecting the Covered Securities, the term "Covered Securities" shall be deemed to refer to and include such shares as well as all such share dividends and distributions and any securities of the Company into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction.

Section 5.4 **No Inconsistent Agreements**. Without the prior written consent of HoldCo, no Shareholder shall (a) enter into any contract or other instrument, option or other agreement (except this Agreement) with respect to, or consent to, a Transfer (other than a Permitted Transfer) of, any of the Covered Securities, Beneficial Ownership thereof or any other interest therein, (b) create or permit to exist any Lien that could prevent such Shareholder from voting the Covered Securities in accordance with this Agreement or from complying with the other obligations under this Agreement, other than any restrictions imposed by applicable Law on such Covered Securities or any Permitted Liens, (c) enter into any voting or similar agreement (except this Agreement) with respect to the Covered Securities or grant any proxy, consent or power of attorney with respect to any of the Covered Securities (other than as contemplated by Section 2.1(a), Section 2.1(b) and Section 2.2 hereof) or (d) take any action, directly or indirectly, that would or would reasonably be expected to (i) result in a breach hereof, (ii) make any representation or warranty of the Shareholder set forth in ARTICLE IV untrue or incorrect in any material respect or (iii) prevent, impede or, in any material respect, interfere with, delay or adversely affect the performance by such Shareholder of its obligations under, or compliance by such Shareholder with the provisions of, this Agreement.

Section 5.5 **Public Disclosure**. None of the parties hereto shall issue any press release or make any other public statement with respect to the transactions contemplated by this Agreement without the prior written consent of HoldCo (at the direction of the Sponsor), except as such release or statement may be required by Law, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after (a) the form and terms of such disclosure have been provided to the HoldCo for its review and comment, and (b) notice has been provided to HoldCo and HoldCo had a reasonable opportunity to comment thereon, in each case to the extent legally permissible. Notwithstanding the above, each Shareholder agrees to permit the Company and the other Shareholders to publish and disclose in all documents filed by the Company or any such other Shareholder with the SEC in connection with the Transactions, its and its respective Affiliates' identity and beneficial ownership of its Covered Securities or other equity securities of the Company and the nature of such Shareholder's commitments, arrangements and understandings under this Agreement, the Equity Commitment Letters,

the Limited Guarantees, the Interim Investors Agreement, the Additional Rollover Agreements or any other agreement or arrangement to which it (or any of its Affiliates) is a party relating to the Transactions (including a copy thereof), to the extent required by applicable Law or the SEC (or its staff).

ARTICLE VI
MISCELLANEOUS

Section 6.1 **Termination**. As between HoldCo, on the one hand, and a Shareholder, on the other hand, this Agreement and all obligations hereunder (other than as set forth in the following sentence) shall automatically terminate on the earliest to occur of (i) the consummation of the Merger, and (ii) the termination of the Merger Agreement in accordance with its terms. Upon termination of this Agreement, the rights and obligations of HoldCo, on the one hand, and such Shareholder, on the other hand, will terminate and become of no further force or effect without further action by either of them except for the provisions of ARTICLE VI, which will survive such termination indefinitely. For the avoidance of doubt, the termination of this Agreement shall not relieve any party of liability for any breach prior to such termination.

Section 6.2 **Governing Law and Venue**.

(a) This Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York without regard to the conflicts of law principles thereof that would subject such matter to the Laws of another jurisdiction, except that the following matters arising out of or relating to this Agreement shall be interpreted, construed, performed, enforced and governed by and in accordance with the Laws of the Cayman Islands in respect of which the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Cayman Islands: the Merger, the rights provided in Section 238 of the CICL, the fiduciary or other duties of the board of directors of the Company and the internal corporate affairs of the Company.

(b) Subject to the exception for jurisdiction of the courts of the Cayman Islands in Section 6.2(a), any Actions arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6.2 (the "Rules"). The place of arbitration shall be Hong Kong Special Administrative Region of the People's Republic of China. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(c) Notwithstanding the foregoing, the parties hereby consent to and agree that in addition to any recourse to arbitration as set out in Section 6.2(b), any party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the Laws of the State of New York.

Section 6.3 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt (or, in the case of electronic mail, when no error message is generated) when transmitted by facsimile transmission or by electronic mail or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, or on the next Business Day if transmitted by international overnight courier, in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to HoldCo, to:

Unit 3004, Garden Square
No. 968, Beijing West Road, Jing'An

Shanghai, China
Attention: Carl Wu
E-mail: carl@new-frontier.com

with a required copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP
3901 China World Tower
1 Jianguomenwai Avenue
Beijing 100004, China
Attention: Yang Wang
E-mail: Yang.Wang@stblaw.com

if to a Shareholder, at the address set forth opposite such Shareholder's name on Schedule A hereto.

Section 6.4 Amendment. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by HoldCo and each Shareholder. Notwithstanding anything to the contrary in this Agreement, none of this Section 6.4 and the other provisions with respect to which the Company is made a third-party beneficiary shall be amended or waived without the Company's prior written consent.

Section 6.5 Extension; Waiver. HoldCo, on the one hand, and a Shareholder, on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered under this Agreement or (c) waive compliance with any of the covenants or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver shall be valid only if specifically set forth in an instrument in writing signed by such party. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

Section 6.6 Entire Agreement. This Agreement, together with the Consortium Agreement, the Merger Agreement, the Equity Commitment Letters, the Limited Guarantees, the Interim Investors Agreement and other agreements referenced herein, constitutes the sole and entire agreement of each Shareholder or any of its Affiliates, on the one hand, and HoldCo or any of its Affiliates, on the other hand, with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any conflict between the provisions of this Agreement and the provisions of the Consortium Agreement, the provisions of this Agreement shall prevail.

Section 6.7 Third-Party Beneficiaries. This Agreement is for the sole benefit of, shall be binding upon, and may be enforced solely by HoldCo and each Shareholder, and nothing in this Agreement, express or implied, is intended to or shall confer upon any person (other than HoldCo and each Shareholder) any legal or equitable right, benefit or remedy of any nature whatsoever; provided, however, that the Company is an express third-party beneficiary of the obligations of the Shareholders pursuant to ARTICLE II, ARTICLE III, ARTICLE V and this ARTICLE VI and shall be entitled to specific performance of the terms thereof, including an injunction or injunctions to prevent breaches of this Agreement by the parties thereto, in addition to any other remedy at law or equity.

Section 6.8 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any party or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 6.9 Rules of Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provisions of this Agreement.

Section 6.10 **Assignment**. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by operation of Law (including, but not limited to, by merger or consolidation) or otherwise by any of the parties without the prior written consent of the other parties, provided that HoldCo may assign its rights (but not obligations) in connection with a permitted assignment of the Merger Agreement by HoldCo in accordance with its terms without the prior written consent of the other parties. Any assignment in violation of the preceding sentence shall be void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

Section 6.11 **Specific Performance**. The parties hereto agree that the obligations imposed on them in this Agreement are special, unique and of an extraordinary character and irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly each party to this Agreement (a) shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the forum described in Section 6.2, without proof of damages or otherwise, this being in addition to any other remedy at law or in equity, and (b) hereby waives any requirement for the posting of any bond or similar collateral in connection therewith. Each party hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that (i) any other party has an adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 6.12 **Shareholder Capacity**. Notwithstanding anything contained in this Agreement to the contrary, each Shareholder is signing this Agreement solely and only in such Shareholder's capacity as Beneficial Owner of its Covered Securities and, accordingly, (i) the representations, warranties, covenants and agreements made herein by a Shareholder are made solely with respect to such Shareholder and its Covered Securities, (ii) nothing herein shall limit or affect any actions taken by such Shareholder in his capacity as a director or officer of the Company (or a Subsidiary of the Company), including participating in his capacity as a director or officer of the Company in any discussions or negotiations with the Buyer Consortium, and (iii) no action taken in good faith by such Shareholder in his capacity as a director or officer of the Company (or a Subsidiary of the Company) shall be deemed to constitute a breach of this Agreement. Nothing contained herein, and no action taken by such Shareholder pursuant hereto, shall be deemed to constitute the parties as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the parties hereto are in any way acting in concert or as a group with respect to the obligations or the transactions contemplated by this Agreement.

Section 6.13 **No Ownership Interest**. Nothing contained in this Agreement shall be deemed to vest in HoldCo any direct or indirect ownership or incidence of ownership of or with respect to any Covered Securities. All rights, ownership and economic benefits of and relating to the Covered Securities shall remain vested in and belong to the relevant Shareholder, and HoldCo shall have no authority to direct such Shareholder in the voting or disposition of any of the Covered Securities, in each case, except to the extent expressly provided herein.

Section 6.14 **Costs and Expenses**. Except as provided otherwise in the Interim Investors Agreement, all costs and expenses (including all fees and disbursements of counsel, accountants, investment bankers, experts and consultants to a party) incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses.

Section 6.15 **Counterparts**. This Agreement may be executed and delivered (including by electronic or facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement; provided, *however*, that if any of the Shareholders fails for any reason to execute, or perform their obligations under, this Agreement, this Agreement shall remain effective as to all parties executing this Agreement.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by UNICORN II HOLDINGS LIMITED) /s/ Carl Wu
) Name:Carl Wu
in the presence of: /s/ Beibei Jiang) Title: Authorised Signatory
Name: Beibei Jiang
Address:3004 Garden Square

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by NEW FRONTIER PUBLIC HOLDING LTD.) /s/ Carl Wu
) Name:Carl Wu
in the presence of: /s/ Beibei Jiang) Title: Authorised Signatory
Name: Beibei Jiang
Address:3004 Garden Square

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by STRATEGIC HEALTHCARE HOLDING LTD.) /s/ Carl Wu
) Name:Carl Wu
in the presence of: /s/ Beibei Jiang) Title: Authorised Signatory
Name: Beibei Jiang
Address:3004 Garden Square

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by MAX RISING INTERNATIONAL LIMITED) /s/ Carl Wu
) Name:Carl Wu
in the presence of: /s/ Beibei Jiang) Title: Authorised Signatory
Name: Beibei Jiang
Address:3004 Garden Square

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by YING ZENG) /s/ Ying Zeng
)
in the presence of: /s/ Beibei Jiang)
Name: Beibei Jiang
Address:3004 Garden Square

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by CARNIVAL INVESTMENTS LIMITED) /s/ Kam Chung Leung
) Name:Kam Chung Leung
in the presence of: /s/ Elaine Wong) Title: Authorised Signatory
Name: Elaine Wong
Address:c/o 23/F Nan Fung Tower
88 Connaught Road Central
Central, Hong Kong

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by VIVO CAPITAL FUND IX (CAYMAN), L.P.) /s/ Frank Kung
) Name: Frank Kung

in the presence of: /s/ Li Dingding) Title: Authorised Signatory

Name: Li Dingding

Address: Twin Tower, Yonganli, Chaoyang District, Beijing

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by NF SPAC HOLDING LIMITED) /S/ TANG CHUN WAI NELSON
) Name: Tang Chun Wai Nelson

in the presence of: /s/ Irene LEONG) Title: Authorised Signatory

Name: Irene LEONG

Address: 23/F Nan Fung Tower
88 Connaught Road C
Central, Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by SUN HING ASSOCIATES LIMITED) /s/ Tang Chun Wai Nelson
) Name: Tang Chun Wai Nelson

in the presence of: /s/ Irene LEONG) Title: Authorised Signatory

Name: Irene LEONG

Address: 23/F Nan Fung Tower
88 Connaught Road C
Central, Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by NAN FUNG GROUP HOLDINGS LIMITED) /s/ Tang Chun Wai Nelson
) Name: Tang Chun Wai Nelson
in the presence of: /s/ Irene LEONG) Title: Authorised Signatory

Name: Irene LEONG
Address: 23/F Nan Fung Tower
88 Connaught Road C
Central, Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by BRAVE PEAK LIMITED) /s/ Hui Mei Mei, Carol
) Name: Hui Mei Mei, Carol
in the presence of: /s/ Katherine Lam) Title: Authorised Signatory

Name: Katherine Lam
Address: 38th Floor, Tower One,
Lippo Centre, 89 Queensway,
Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by ASPEX MASTER FUND) /s/ Li, Ho Kei
) Name: Li Ho Kei

in the presence of: /s/ Chiu, Tsz Kwan) Title: Authorised Signatory

Name: Chiu, Tsz Kwan
Address: 16/F, St. George's Building
2 Ice House Street, Central, Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by ROBERTA LIPSON) /s/ Roberta Lipson
) Name: Roberta Lipson

in the presence of: /s/ YIN YUDAN) Title: Authorised Signatory

Name: YIN YUDAN
Address: Building B7, Universal Business Park
10# Jiuxianqiao Lu, Chaoyang, Beijing

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by BENJAMIN LIPSON PLAFKER TRUST)
Acting by Roberta Lipson, its trustee) /s/ Roberta Lipson
) Name: Roberta Lipson

in the presence of: /s/ YIN YUDAN) Title: Trustee

Name: YIN YUDAN
Address: Building B7, Universal Business Park
10# Jiuxianqiao Lu, Chaoyang, Beijing

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by DANIEL LIPSON PLAFKER TRUST)
Acting by Roberta Lipson, its trustee) /s/ Roberta Lipson
) Name: Roberta Lipson

in the presence of: /s/ YIN YUDAN) Title: Trustee

Name: YIN YUDAN
Address: Building B7, Universal Business Park
10# Jiuxianqiao Lu, Chaoyang,
Beijing

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by JOHNATHAN LIPSON PLAFKER TRUST)
Acting by Roberta Lipson, its trustee) /s/ Roberta Lipson
) Name: Roberta Lipson

in the presence of: /s/ YIN YUDAN) Title: Trustee

Name: YIN YUDAN
Address: Building B7, Universal Business Park
10# Jiuxianqiao Lu, Chaoyang,
Beijing

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by ARIEL BENJAMIN LEE TRUST)
Acting by Roberta Lipson, its trustee) /s/ Roberta Lipson
) Name: Roberta Lipson

in the presence of: /s/ YIN YUDAN) Title: Trustee

Name: YIN YUDAN
Address: Building B7, Universal Business Park
10# Jiuxianqiao Lu, Chaoyang,
Beijing

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by LIPSON 2021 GRAT)
Acting by Roberta Lipson, its trustee) /s/ Roberta Lipson
) Name: Roberta Lipson
in the presence of: /s/ YIN YUDAN) Title: Trustee

Name: YIN YUDAN
Address: Building B7, Universal Business Park
10# Jiuxianqiao Lu, Chaoyang,
Beijing

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by ADVANCE DATA SERVICES LIMITED) /s/ Ma Huateng
) Name: Ma Huateng
in the presence of: /s/ Ma Rong) Title: Authorised Signatory

Name: Ma Rong
Address: No. 9 Queen's Road
Central, Hong Kong

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by YUNQI CHINA SPECIAL INVESTMENT A) /s/ Christopher Min Fang Wang
) Name: Christopher Min Fang Wang
in the presence of: /s/ Selina Guan) Title: Director

Name: Selina Guan
Address: Unit 3703, 37/F, AIA Tower
183 Electric Road, North Point
Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by SMART SCENE INVESTMENT LIMITED) /s/ Lui Kon Wai
) Name: Lui Kon Wai
in the presence of: /s/ Cheung Ka Ki) Title: Director

Name: Cheung Ka Ki
Address: 50/F., Lee Garden One,
33 Hysan Avenue,
Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by YORK ASIAN OPPORTUNITIES INVESTMENTS MASTER FUND, L.P.) /s/ Yinliang He
) Name: Yinliang He
) Title: Authorised Signatory
in the presence of: /s/ Kevin Carr)

Name: Kevin Carr
Address: Chater House – 8th Floor
(Suite 809-810)
8 Connaught Road, Central

Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by SMART WILL INVESTMENTS LIMITED) /s/ Chan Wai Kan
) Name: Chan Wai Kan

in the presence of: /s/ Wong Wai Fong) Title: Authorised Signatory

Name: Wong Wai Fong
Address: 34/F, Shui On Centre,
6-8 Harbor Road,
Hong Kong

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by LY HOLDING CO., LIMITED) /s/ NG Ka Lam
) Name: NG Ka Lam

in the presence of: /s/ CAO Bin) Title: Authorised Signatory

Name: CAO Bin
Address: 3008, 968 Beijing West Rd. Shanghai

[*Project Unicorn II - Signature Page to Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a deed as of the date first written above.

SIGNED as a DEED)
)
by FOSUN INDUSTRIAL CO., LIMITED) /s/ Qiyu CHEN
) Name: Qiyu CHEN

in the presence of:	/s/ Shubo CHEN)	Title:	Authorised Signatory
	Name: Shubo CHEN		
	Address: No. 1289, Yishan Road, Shanghai, PRC		

[*Project Unicorn II - Signature Page to Support Agreement*]

Exhibit 99.7

EXECUTION VERSION

INTERIM INVESTORS AGREEMENT

This INTERIM INVESTORS AGREEMENT (the "Agreement") is made as of August 4, 2021, by and among Unicorn II Holdings Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands ("HoldCo"), Unicorn II Parent Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of HoldCo ("Parent"), Unicorn II Merger Sub Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent ("Merger Sub"), New Frontier Public Holding Ltd., (the "Sponsor") and each of the Persons set forth in Schedule I hereto (together with the Sponsor, the "Investors" and, together with HoldCo, Parent and Merger Sub and other parties that join this Agreement by executing a joinder in substantially the form of Exhibit B attached hereto, the "Parties"). Capitalized terms used herein but not defined shall have the meanings given to them in the Merger Agreement (as defined below) or, if not defined therein, in the applicable Support Agreement or Additional Rollover Agreements (as defined below).

RECITALS

WHEREAS, on or around the date hereof, New Frontier Health Corporation, an exempted company organized and existing under the laws of the Cayman Islands (the "Company"), Parent and Merger Sub executed an Agreement and Plan of Merger (as may be amended, restated, modified or supplemented, the "Merger Agreement") pursuant to which Merger Sub will be merged with and into the Company (the "Merger") with the Company surviving the Merger and becoming a wholly-owned subsidiary of Parent;

WHEREAS, on or around the date hereof, certain Investors or their respective Affiliates executed letter agreements in favor of HoldCo (as may be amended, restated, modified or supplemented, the "Equity Commitment Letters"), pursuant to which each such Investor or its Affiliates agreed, subject to the terms and conditions set forth therein, to make an equity investment, in the form of cash (each, as may be adjusted in accordance with Section 1.2, the "Equity Commitment" of such Investor), in HoldCo immediately prior to the Closing in connection with the Merger. The amount of the Equity Commitment of each Investor as of the date hereof is set out against the name of such Investor in column (C) of Schedule I hereto;

WHEREAS, on or around the date hereof, certain Investors or their respective Affiliates executed limited guarantees in favor of the Company (the "Limited Guarantees"), pursuant to which each such Investor or its Affiliates agreed, subject to the terms and conditions set forth therein, to guarantee certain payment obligations of HoldCo, Parent or Merger Sub arising under the Merger Agreement;

WHEREAS, on or around the date hereof, certain Investors or their respective Affiliates or its or their respective direct or indirect equityholders executed a support agreement (as may be amended, restated, modified or supplemented, the "Support Agreement") with Holdco, pursuant to which each such Investor or its Affiliate or its or their respective equityholders agreed to (a) have the Rollover Shares and the Rollover Warrants as set out thereunder be cancelled at the Effective Time for no consideration, (b) subscribe (or cause to subscribe) for certain Rollover Consideration immediately prior to the Closing (the actions described in sub-clauses (a) and (b), as may be adjusted in accordance with Section 1.2, the "Equity Rollover" of such Investor), and (c) pursuant to the Support Agreement, to vote in favor of the Merger, and give consent in favor of the Warrant Amendment, in each case on terms and conditions set out in the applicable Support Agreement. The amount of the Rollover Shares and the Rollover Warrants of each Investor as of the date hereof is set out against the name of such Investor in columns (B1) and (B2), respectively, of Schedule I hereto;

WHEREAS, on or after the date hereof, HoldCo and one or more shareholders of the Company may enter into certain additional rollover agreements (the "Additional Rollover Agreements") providing for rollover arrangement with respect to certain ordinary shares of the Company and/or warrants issued by the Company to such shareholders or their designated holding vehicles (it being understood that, for all purposes hereunder, any breach by any such shareholder shall be deemed a breach by such designated holding vehicle of the applicable Additional Rollover Agreement) substantially similar to that with respect to Rollover Shares and/or Rollover Warrants as provided under the Support Agreement;

WHEREAS, the Investors, HoldCo, Parent and Merger Sub wish to agree to certain terms and conditions that will govern the actions of HoldCo, Parent and Merger Sub and the relationship among the Investors with respect to the Merger Agreement, the Equity Commitment Letters, the Limited Guarantees, the Support Agreement and the Additional Rollover Agreements, and the transactions contemplated thereby.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the Parties hereby agree as follows:

AGREEMENT

ARTICLE I
AGREEMENTS AMONG THE INVESTORS

Section 1.1 Actions under the Merger Agreement. The Sponsor may cause HoldCo, Parent and Merger Sub to take any action or refrain from taking any action in order for them to comply with their obligations, satisfy counterparties' closing conditions or exercise their rights under the Merger Agreement; provided that, notwithstanding anything set forth in any Equity Commitment Letter to the contrary, the Sponsor shall not, and shall not cause HoldCo, Parent or Merger Sub to take any action or refrain from taking any action with respect to determining that the conditions to closing specified in Article VIII of the Merger Agreement (the "Closing Conditions") have been satisfied, amending the Closing Conditions, waiving compliance with any agreement or condition in the Merger Agreement, including any Closing Condition, terminating the Merger Agreement or determining to close the Merger, in each case, without the prior written consent of the Principal Investors who are entitled to receive at least the majority of all HoldCo Shares that all Principal Investors are entitled to receive, in each case, as set forth against their respective names in column (E) of Schedule I hereto (taking into account any adjustment made pursuant to Section 1.2(b)) (the "Majority Principal Investors"); provided, further, that the Sponsor shall not, and shall not cause HoldCo, Parent or Merger Sub to (i) amend the Merger Agreement in a way that (x) changes the terms and conditions relating to the HoldCo Termination Fee, increases the Merger Consideration, the Per Share Merger Consideration, the Per Warrant Merger Consideration, Per Warrant Consent Fee, increases the HoldCo Termination Fee, or otherwise materially increases the Principal Investors' payment obligations and/or payment liability or by its terms has a material adverse economic impact on the Principal Investors, in each case, without the prior written consent of each of the Principal Investors, or (y) by its terms has an impact, economic or otherwise, on any Investor that is disproportionately adverse to the impact, economic or otherwise, on any other Investor without such Investor's prior written consent, or (ii)(x) terminate the Merger Agreement or determine not to close the Merger that would result in the HoldCo Termination Fee becoming payable pursuant to Section 9.3(b) of the Merger Agreement, or (y) determine that the condition to closing specified in Section 8.2(c) (*No Material Adverse Effect*) of the Merger Agreement has been satisfied or waived, in each case, without the prior written consent of each of the Principal Investors who is a Guarantor. Sponsor, HoldCo, Parent and Merger Sub shall not, and the Investors shall not permit Sponsor, HoldCo, Parent or Merger Sub to, determine that the Closing Conditions have been satisfied, waive any Closing Condition, terminate, amend or modify the Merger Agreement or determine to close the Merger, unless such action has been approved in accordance with this Agreement. Each of HoldCo, Parent and Merger Sub agrees not to take any action with respect to the Merger Agreement, including granting or withholding of waivers or entering into amendments, unless such actions are in accordance with this Agreement. For purposes hereof, "Principal Investors" means the Investors who are denoted a "Principal Investor" in column (H) of Schedule I hereto.

Section 1.2 Equity Commitment and Equity Rollover.

(a) HoldCo shall, at the direction of the Sponsor, enforce or waive (or grant or withhold consents under) the provisions of the Equity Commitment Letters, the Support Agreement and the Additional Rollover Agreements in accordance with the respective terms therein and the terms of the Merger Agreement. Each Investor who has delivered an Equity Commitment Letter, a Support Agreement or an Additional Rollover Agreement shall comply with its obligation thereunder; provided that no Investor shall have an independent right to enforce or waive (or grant or withhold consents thereunder) any provision in an Equity Commitment Letter, a Support Agreement or an Additional Rollover Agreement, other than as provided in the immediately preceding sentence. Notwithstanding anything in any Equity Commitment Letter to the contrary, and prior to the Effective Time, none of the Investors shall be entitled to assign, sell-down or syndicate any part of its Equity Commitment to any third party without the prior consent of the Sponsor (except for assignment, sell-down or syndication of all or any part of its Equity Commitment by an Investor to any of its Affiliates, or one or more affiliated investment funds or investment vehicles that are advised, managed or sponsored by the general partner or investment manager of the Investor or any Affiliate thereof subject to the applicable Equity Commitment Letter (each, a "Permitted Syndication")). Each

Investor shall be entitled to receive, in consideration for its and/or its Affiliates' Equity Commitment and Equity Rollover, the number of HoldCo Shares as set forth against its name in column (E) of Schedule I hereto, such HoldCo Shares to be issued to such Investor and/or any of its Affiliates as such Investor may designate by reasonably advance written notice to the Sponsor. For the purpose of this Agreement, "Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 under the U.S. Securities Exchange Act of 1934, as amended, including, for the avoidance of doubt, with respect to an Investor, any affiliated investment funds of such Investor or any investment vehicles of such Investor or such funds; provided, however, that with respect only to Investors that are private equity funds in the business of making investments in portfolio companies managed independently, including without limitation, Warburg Pincus, no portfolio company of any such Investor or its Affiliates (including any portfolio company of any affiliated investment fund or investment vehicle of the Investor or such funds) shall be deemed to be an Affiliate of such Investor.

(b) Notwithstanding anything herein to the contrary (but subject to the proviso in this Section 1.2(b)), the Sponsor may, at its discretion and from time to time prior to the Closing (including in the event of there being any Failing Investor (as defined below)), adjust the amount of Equity Commitment and/or the number of Rollover Shares and/or Rollover Warrants of any Investor (and correspondingly make proportional adjustments to the number of Rollover Consideration and LG Percentage of any Investor and corresponding adjustments to the number of Holdco Shares such Investor is entitled to receive as set forth against its name in column (E) of Schedule I hereto), provided that the Sponsor may not, pursuant to this Section 1.2(b) or otherwise, (i) increase the amount of Equity Commitment of any Investor without such Investor's prior written consent, (ii) adjust (whether by increasing or reducing) the amount of Equity Commitment or the number of Rollover Shares or Rollover Warrants of any Principal Investor without such Principal Investor's prior written consent, (iii) increase the number of Rollover Shares and/or Rollover Warrants of any Investor to be more than the number of Shares and/or Warrants, as applicable, held by such Investor, or (iv) effect any such adjustment if such adjustment would, when taken together with all other such adjustments, result in the aggregate amount of Equity Commitments by all Investors (including any new investor who has executed a Joinder Agreement in the form attached hereto as Exhibit B but other than any Failing Investor) to be less than the Required Equity Funding. The Sponsor shall notify each Party in writing of any adjustments to the amount of Equity Commitment and/or the number of Rollover Shares and/or Rollover Warrants (and any corresponding adjustments to the number of Rollover Consideration and LG Percentage and corresponding adjustments to the number of Holdco Shares such Investor is entitled to receive as set forth against its name in column (E) of Schedule I hereto) of any Investor made pursuant to this Section 1.2(b), such notice to be accompanied by an updated Schedule I reflecting the effects of such adjustments, whereupon such adjustments (including the updated Schedule I) shall be deemed final and binding on all Parties, and each Party shall take all actions reasonably requested by the Sponsor (including, to the extent permitted by the Merger Agreement, amending the relevant Equity Commitment Letters, Limited Guarantees, Support Agreement and/or the Additional Rollover Agreements) to give full force and effect to such adjustments. For purposes hereof, "Required Equity Funding" means the excess, if any, of (x) the sum of the Merger Consideration and any other amounts required to be paid in connection with the consummation of the Transactions upon the terms and conditions contemplated by the Merger Agreement and all related fees and expenses associated therewith, over (y) the amount of the Debt Financing and/or the amount of the Alternative Financing, if applicable, funded or reasonably expected to be funded at the Closing, in each case, as calculated or determined by the Sponsor.

(c) In the event that, after all adjustments made pursuant to Section 1.2(b), the aggregate amount of Equity Commitments by all Investors (other than any Failing Investor) is still less than the Required Equity Funding, then the Sponsor may offer the opportunity of providing additional equity commitments or equity rollovers to any Investor (other than any Failing Investor) or any new investor, and in such manner, as may be determined by the Sponsor, provided that any such additional equity commitment or equity rollover shall be on terms and conditions substantially the same as the terms and conditions of the existing Equity Commitment or Equity Rollover, as applicable, and such new investor shall execute a Joinder Agreement in the form attached hereto as Exhibit B, and the amounts of Equity Commitment and/or Equity Rollovers of such Investor or new investor that provides additional equity commitments and/or equity rollovers pursuant to the foregoing shall be adjusted accordingly. For the avoidance of doubt, nothing in this Agreement shall obligate any Investor to provide any equity commitment in addition to its Equity Commitment.

Section 1.3 Limited Guarantees. The Investors shall reasonably cooperate in defending any claim that one or more Guarantors are liable to make payments under the Limited Guarantees. Subject to Section 1.9(c), each Investor who is a Guarantor agrees to contribute to the amount paid or payable by any other Guarantor in respect of such other Guarantor's Limited Guarantee (other than any such payment made by a Guarantor solely arising from such Guarantor's breach of its obligations under its Limited Guarantee, which amounts shall not be subject to this Section 1.3) so that each Guarantor will have paid an amount equal to the product of the aggregate amount paid under all of the Limited Guarantees multiplied by a fraction of which the numerator is such Guarantor's Maximum Amount (as defined in such Investor's Limited Guarantee) and the denominator is the sum of all Guarantors' Maximum Amount (such fraction,

expressed as a percentage, such Guarantor's "LG Percentage"). The LG Percentage of each Investor who is a Guarantor as of the date hereof is set out against the name of such Investor in column (G) of Schedule I hereto.

Section 1.4 Debt Financing.

(a) Parent and Merger Sub shall, at the direction of the Sponsor, negotiate, enter into and borrow under the definitive documentation relating to the Debt Financing; provided that the aggregate amount of Debt Financing funded at the Closing shall not be less than US$350,000,000 without the written consent of each of the Principal Investors. The Sponsor shall be the primary negotiators on behalf of Parent and Merger Sub regarding the terms of the definitive documentation relating to the Debt Financing. The Investors shall work together and cooperate in good faith in connection with arranging and negotiating the full documentation relating to the Debt Financing. Each Investor shall provide such assistance in connection with arranging and negotiating the full documentation relating to the Debt Financing as may be reasonably requested by the Sponsor.

(b) To the extent legally permissible, each of the Investors shall furnish the lenders of the Debt Financing, as promptly as reasonably practicable, with financial and know-your-client information and execute and deliver such financing documents, certificates and other supporting documentation as are reasonably or customarily requested by the lenders of the Debt Financing, subject to appropriate confidentiality undertakings satisfactory to each of the Investors. In addition, each of the Investors shall use reasonable best efforts, to the extent legally permissible, to furnish the lenders of the Debt Financing with information reasonably or customarily requested (and in such Investor's possession) by them regarding the financial condition, business, operations and assets of the Company, in order for them to evaluate the Company and the terms of the Debt Financing. Each of the Investors further agrees to reasonably assist in providing information required for the preparation of materials for the lenders of the Debt Financing, including information memoranda and similar documents required in connection with the Debt Financing. For the avoidance of doubt, nothing in this Section 1.4(b) shall be construed to create any obligation on the part of any Investor to personally pledge any collateral in connection with the Debt Financing, and the obligations of the Investors under this Section 1.4(b) shall be subject to the fiduciary duties and other obligations of the Investors under applicable Laws.

Section 1.5 No Acquisition of Additional Securities. Without the prior written consent of the Sponsor (which consent may be granted or withheld at the Sponsor's sole discretion), no Investor may, directly or indirectly (including by way of exercising or settling any Warrants or Company Options or Company RSU Awards), acquire Beneficial Ownership of any Shares, Warrants or other equity securities in the Company. Notwithstanding anything in this Agreement, none of the provisions of this Agreement shall in any way limit Goldman Sachs & Co. LLC or any of its Affiliates from engaging in any brokerage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of their business.

Section 1.6 Shareholders Agreement; Appointment of Directors. Each Investor agrees to negotiate in good faith with the other Investors with respect to, and enter into concurrently with the Effective Time, a shareholders' agreement in relation to HoldCo or other definitive agreements containing customary terms and, subject to mutually agreed changes, the terms set forth on Exhibit A hereto. In the event that the Investors are unable to agree on the terms of the shareholders' agreement, the terms set forth on Exhibit A hereto shall govern with respect to the matters set forth therein following the Effective Time and until such time as the Investors enter into a shareholders' agreement.

Section 1.7 Required Information. Each of the Investors, on behalf of itself and its respective Affiliates, agrees to promptly provide to HoldCo (consistent with the timing required by the Merger Agreement or applicable Law, as applicable) all necessary information about such Investor (or its Affiliates) that HoldCo (at the direction of the Sponsor) reasonably determines as required to be included in (i) the Proxy Statement, (ii) the Schedule 13E-3 or (iii) any other filing or notification with any Governmental Entity in connection with the Transactions, including the Merger, this Agreement, the Equity Commitment Letters, the Limited Guarantees, the Support Agreement, the Additional Rollover Agreements or any other agreement or arrangement to which it (or any of its Affiliates or equityholders) is a party relating to the Transactions. Each of the Investors shall reasonably cooperate with HoldCo in connection with

the preparation of the foregoing documents to the extent such documents relate to such Investor (or any of its Affiliates) and HoldCo shall notify the Investors of the form and terms of such documents and provide the Investors with reasonable time and opportunity to review and comment on such documents, which HoldCo shall consider in good faith. Each of the Investors agrees to permit the Company to publish and disclose in (i) the Proxy Statement, (ii) the Schedule 13E-3 and (iii) all documents filed with any Governmental Entity in connection with the Transactions, its and its respective Affiliates' identity and beneficial ownership of the Shares, the Warrants or other equity securities of the Company and the nature of such Party's commitments, arrangements and understandings under this Agreement, the Equity Commitment Letters, the Limited Guarantees, the Support Agreement, the Additional Rollover Agreements or any other agreement or arrangement to which it (or any of its Affiliates or equityholders) is a party relating to the Transactions (including a copy thereof), to the extent required by applicable Law or the SEC (or its staff). Notwithstanding the foregoing, no Investor is required to make available to the other Parties any of its internal investment committee materials or analyses or any information which it considers to be commercially sensitive information, except where disclosure of such information is specifically required by applicable Law or the SEC (or its staff). Each of the Investors hereby represents and warrants to HoldCo and the Sponsor as to itself and its Affiliates, as applicable, that, solely with respect to any information supplied by such Investor in writing pursuant to this Section 1.7, none of such information contained or incorporated by reference in the Proxy Statement will at the time of the mailing of the Proxy Statement to the shareholders of the Company, at the time of the Shareholders Meeting, or at the time of any amendments thereof or supplements thereto, and none of such information supplied or to be supplied by such Investor for inclusion or incorporation by reference in the Schedule 13E-3 to be filed with the SEC concurrently with each filing of the Proxy Statement will, at the time of such filing with the SEC, or at the time of filing with the SEC any amendments thereof or supplements thereto, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If required under applicable Law or requested by applicable Governmental Entities following the time that all of the relevant facts and circumstances of a Party's involvement in the Transactions are provided to such Governmental Entities and such Party has had a reasonable amount of time (taking into consideration the status of the applicable Governmental Entity's clearance of other related documents and filings relating to the Transactions, such as the Proxy Statement) to present and explain its positions with the applicable Governmental Entity, such Party agrees to join (and to cause its Affiliates to join) as a filing party to any Schedule 13E-3 filing discussed in the preceding sentence. Any Investor may require that, to the extent legally permissible and reasonably practicable, any materials to be provided to a Governmental Entity that contain sensitive or confidential information in respect of such Investor or any of its Affiliates only be furnished on a counsel-only basis or directly to the applicable Governmental Entity requesting such information. For purposes of clarification, the Parties hereto acknowledge and agree that no Investor nor any of its Affiliates shall be required to (i) negotiate, agree to or accept any sale, divestiture, license or disposition of, or otherwise holding separate (including by establishing a trust or otherwise), any of its or any of their respective Affiliates' businesses, assets or properties, or to agree to any limitations with respect to the conduct of its or any of their respective Affiliates' businesses (outside its and their respective Affiliates' ownership in the Company), in each case, as may be required or requested by any Governmental Entity in connection with the transactions contemplated by the Merger Agreement, or (ii) enter into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Entity in connection with the transactions contemplated by the Merger Agreement with respect to the conduct of its or any of their respective Affiliates' businesses (outside its and their respective Affiliates' ownership in the Company).

Section 1.8 Consummation of the Transactions. In the event that the Closing Conditions are satisfied or validly waived in accordance with the terms of the Merger Agreement and this Agreement, and HoldCo, Parent and Merger Sub are obliged to consummate the Merger in accordance with the Merger Agreement, the Sponsor may (i) direct HoldCo to enforce the obligation of any Failing Investors under its Equity Commitment Letter, Support Agreement or Additional Rollover Agreements, as applicable, and/or (ii) terminate the participation in the Transactions of any Investor that fails to fulfill its obligations to fund its Equity Commitment or effect its Equity Rollover when required pursuant to the terms and subject to the conditions set forth in its Equity Commitment Letter, Support Agreement and/or Additional Rollover Agreements, as applicable (such obligations, the "Commitment" of such Investor) or that asserts in writing its unwillingness to fulfill its Commitment, in each case when required pursuant to its Equity Commitment Letter, Support Agreement or Additional Rollover Agreements, as applicable (a "Failing Investor"); provided, that such termination shall not affect the rights of the Closing Investors (as defined below) or HoldCo against such Failing Investor with respect to such breach or threatened breach, which rights shall be exercised in the manner as provided in Section 2.4 and Section 2.5 hereof.

Section 1.9 Termination Fee and Expense Sharing.

(a) Upon consummation of the Transactions and from time to time thereafter, HoldCo shall or shall cause the Surviving Entity to reimburse the Investors for, or pay on behalf of the Investors, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the Transactions (the "Consortium Transaction Expenses"), including without limitation, (a) the

reasonable fees, expenses and disbursements of Joint Advisors (as defined below) retained by the Parties (other than fees and costs of any separate advisors and/or consultants who were retained by any Party unless and only to the extent such appointment and expenses are agreed to in advance in writing by the other Parties), and (b) reasonable costs and expenses incurred by any Investor or its Affiliates (other than HoldCo, Parent, Merger Sub, the Company and its subsidiaries) or the attorneys thereof in connection with defending, being a witness in or participating in an Action relating to or arising from the Transactions, including without limitation, responding to any subpoenas, regulatory requests or any other judicial or regulatory process or orders. For the purposes of this Agreement, the Parties agree that the Sponsor shall be responsible for engaging (including the scope and engagement terms), terminating or changing all joint advisors and/or consultants to the Parties in connection with the Merger (such joint advisors and/or consultants to the Parties engaged in accordance with this Section 1.9(a), the "Joint Advisors"), provided that the Parties agree and acknowledge that Simpson Thacher & Bartlett LLP, Ogier and PricewaterhouseCoopers have been selected by the Parties as the U.S. legal counsel, Cayman Islands legal counsel and accounting and tax advisors, respectively, to advise the Parties in connection with the Merger and shall be a "Joint Advisor" under this Agreement.

(b) If the Merger Agreement is terminated prior to the Closing in accordance with its terms (and Section 1.9(c) below does not apply), the Investors agree to share the Consortium Transaction Expenses incurred in connection with the Transactions in proportion to their respective LG Percentages.

(c) If the failure of the Transactions to be consummated prior to termination of the Merger Agreement results from any unilateral breach of this Agreement, the Equity Commitment Letters, the Support Agreement and/or the Additional Rollover Agreements, as applicable, by one or more Investors and their respective Affiliates or equityholders, then the breaching Investor(s) shall be responsible to pay the full amount of the Consortium Transaction Expenses and reimburse HoldCo, Parent and Merger Sub and each Investor who is not a breaching Investor and Affiliates of such Investor (other than the Company and its subsidiaries) for the HoldCo Termination Fee and any other costs and expenses paid by HoldCo, Parent and Merger Sub in accordance with the Merger Agreement and all of their out-of-pocket costs and expenses (including any amounts payable by the Guarantors in respect of the Limited Guarantees) incurred in connection with the Merger, including the fees, expenses and disbursements of any separate advisors or consultants retained by such non-breaching Investor, without prejudice to any claims, rights and remedies otherwise available to HoldCo, Parent and Merger Sub or such non-breaching Investor and its Affiliates.

(d) Any termination, break-up, reimbursement or other fees and amounts (including the Company Termination Fee) paid by the Company or any of its Affiliates to HoldCo, Parent or Merger Sub pursuant to the Merger Agreement or otherwise shall be first used to pay, or adequately provisioned for, all Consortium Transaction Expenses, before being promptly paid to the Investors (other than any Investor that is a Failing Investor at the time of termination of the Merger Agreement) or their designees in proportion to their respective LG Percentages, determined excluding the Maximum Amount of each Failing Investor.

(e) The obligations under this Section 1.9 shall exist whether or not the Merger is consummated, and shall survive the termination of the other terms of this Agreement.

Section 1.10 Notice of Closing; Notices; Consultation. HoldCo will use its commercially reasonable efforts to provide each Investor with at least five (5) Business Days prior notice of the Closing Date under the Merger Agreement; provided that the failure to provide such notice will not relieve an Investor of its obligations under this Agreement. Any notices received by HoldCo pursuant to Section 10.4 of the Merger Agreement shall be promptly provided to each Investor at the address set forth in such Investor's Equity Commitment Letter, Support Agreement and/or the Additional Rollover Agreements. Each Principal Investor hereto shall keep the other Principal Investors reasonably informed of any material developments regarding the transactions contemplated by the Merger Agreement and the other transactions contemplated by the Equity Commitment Letters, Limited Guarantees, Support Agreement, Additional Rollover Agreements or hereby, and shall use its reasonable efforts to notify the other Principal Investors hereto promptly of any such material development in connection herewith or therewith. The Sponsor shall keep the other Investors reasonably informed of any material developments regarding the transactions contemplated by the Merger Agreement and the other transactions contemplated by the Equity Commitment Letters, Limited Guarantees, Support Agreement, Additional Rollover Agreements or hereby, and shall use its reasonable efforts to notify the other Investors hereto promptly of any such material development in connection herewith or therewith.

Section 1.11 Representations and Warranties; Covenant.

(a) Each Investor hereby represents, warrants and covenants to the other Investors that: (i) it has the requisite power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the party of such Investor and no other proceedings or procedures are necessary to approve this Agreement, (iii) this Agreement has been duly executed and delivered by such Investor and constitutes a valid and binding agreement of such Investor enforceable in accordance with the terms hereof, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (regardless of whether considered in a proceeding in equity or at law), and (iv) such Investor's execution, delivery and performance of this Agreement will not violate: (A) if such Investor is a corporate entity, any provision of its organizational documents or (B) any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such Investor.

(b) Each Investor hereby represents, warrants and covenants to the other Investors that none of the information supplied in writing by such Investor specifically for inclusion or incorporation by reference in the Proxy Statement or Schedule 13E-3 will cause a breach of the representations and warranties of HoldCo, Parent or Merger Sub set forth in the Merger Agreement.

(c) Until this Agreement is terminated pursuant to Section 2.1, no Investor shall enter into any agreement, arrangement or understanding with any other potential investor or acquirer, group of investors or acquirors, or the Company or any of its representatives with respect to the subject matter of this Agreement and the Merger Agreement or any other similar transaction involving the Company without the prior approval of the Sponsor; provided that this Section 1.11(c) shall continue to apply to an Investor that is a Failing Investor for a period of two (2) years following such Investor becoming a Failing Investor.

(d) Each of HoldCo, Parent and Merger Sub hereby represents, warrants and covenants to each of the Investors that it has not entered, and prior to the Closing will not enter, into any agreement or arrangement of any kind with any other Investor that grants such Investor: (i) the right to purchase a different class of security than that being purchased by the Investors in accordance with the terms of the Equity Commitment Letters, the Support Agreement and/or the Additional Rollover Agreements, (ii) the right to purchase the same class of security as that being purchased by the Investors in accordance with the Equity Commitment Letters, the Support Agreement and/or the Additional Rollover Agreements, but at a lower price than pursuant thereto, or (iii) any other right not provided for herein, except, in all cases, agreements or arrangements entered into by HoldCo, Parent or Merger Sub with the consent of all Principal Investors.

(e) Each of HoldCo, Parent and Merger Sub hereby represents and warrants to each of the Investors that it was formed solely for the purpose of engaging in the Transactions and has not conducted any business prior to the date hereof, and has no, and prior to the Effective Time, will have no, assets, liabilities or obligations of any nature other than pursuant to any debt commitment letter or definitive documentation relating to the Debt Financing and those incident to its formation and capitalization pursuant to the Merger Agreement and the Transactions. The Sponsor hereby represents, warrants and covenants to the other Investors that it has not, and prior to the Effective Time, will not, cause HoldCo, Parent or Merger Sub to take any action inconsistent with the representations and warranties of HoldCo, Parent and Merger Sub in this Section 1.11(e).

(f) Each Investor hereby represents, warrants and covenants to each of the other Investors, HoldCo, Parent and Merger Sub that such Investor is (a) either (i) not a "U.S. Person" as defined in Rule 902 of Regulation S of the U.S. Securities Act of 1933, as amended, or (ii) an "accredited investor" within the meaning of Rule 501(a) under Regulation D of the U.S. Securities Act of 1933, as amended, and (b) a "professional investor" (as defined in Part 1 of Schedule 1 to the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)).

Section 1.12 Announcement. Subject to Section 7.4 of the Merger Agreement as it relates to HoldCo, Parent and Merger Sub, no announcements regarding the subject matter of this Agreement shall be issued by any Investor without the prior written consent of HoldCo (at the direction of the Sponsor), except to the extent that any such announcements are required by Law, a court of competent jurisdiction, a regulatory body or international stock exchange, and then only after (a) the form and terms of such disclosure have been provided to HoldCo for its review and comment, and (b) notice has been provided to HoldCo and HoldCo had a reasonable opportunity to comment thereon, in each case to the extent legally permissible.

Section 1.13 Confidentiality.

(a) Except as permitted under Section 1.13(d) no Party shall, and each Party shall direct its Representatives not to, disclose any Confidential Information (as defined below) received by it (the "Recipient") from any other Party (the "Discloser") to any third party, other than to such Party's Representatives. No Party shall, and each Party shall direct its Representatives not to, use any Confidential Information for any purpose other than for the purposes of giving effect to and performing its obligations under this Agreement or evaluating, negotiating and implementing the Transactions. "Confidential Information" includes (i) all written, oral or other information obtained in confidence by one Party from any other Party in connection with this Agreement or the Transactions, and (ii) the fact that an evaluation of the Transactions is occurring or has occurred, that information is being or has been made available to the Recipients or that discussions or negotiations are occurring or have occurred concerning the Transactions, or any of the terms, conditions or other facts with respect to this Agreement and any definitive documentation in connection with the Transactions, including the Merger Agreement, including the status thereof, in each case, unless such information (A) was in the Recipients' or their Representatives' possession prior to the disclosure by the Discloser or any of its Representative(s), (B) is or becomes part of the public domain other than by a breach of this Agreement by any Recipient or any of their respective Representatives, (C) is independently developed by such Recipient or any of its Representatives, whether on its own or jointly with a third party, or (D) comes into a Recipient's possession from a third party who is not known by such Recipient (or its Representatives), after reasonable investigation, to be bound by any confidentiality obligations to the Discloser.

(b) Subject to Section 1.13(c), the Recipient shall, and shall procure its Affiliates and Representatives that receive Confidential Information to, promptly return or destroy (in the Recipient's sole discretion), upon written request of the Discloser, any and all Confidential Information which falls within clause (i) of the definition of Confidential Information; provided that with respect to any electronic data that constitutes Confidential Information, the foregoing obligation shall not apply to any electronic data stored on the back-up tapes of the Recipient's hardware to the extent such destruction is not reasonably practicable. Notwithstanding the foregoing, the Investors shall be permitted to retain copies of the Confidential Information in order to comply with applicable law, court or regulatory agency or authority or its internal compliance procedures.

(c) Each Party acknowledges that, in relation to Confidential Information received from the other Parties, the obligations contained in this Section 1.13 shall continue to apply for a period of twelve (12) months following termination of this Agreement pursuant to Section 2.1, unless otherwise agreed in writing.

(d) Notwithstanding anything to the contrary in this Agreement, a Party may disclose Confidential Information (i) to its Representatives who need to know such information for the purpose of evaluating, negotiating, financing and consummating the Transaction or in connection with any Permitted Syndication (if applicable), provided that such Party shall procure its Representatives to comply with the confidentiality obligations as provided herein and shall be responsible for any breach of such confidentiality obligations by its Representatives; or (ii) if required by Law (including stock exchange rules) or judgment of a competent jurisdiction or requested by any governmental agency, regulatory or self-regulatory agency of a competent jurisdiction, provided that such Party (or its Representative, as applicable) shall, to the extent legally permissible and reasonably practicable, promptly provide the Discloser with prior written notice of such disclosure to allow the Discloser (at its own cost) to seek a protective order, confidential treatment or other appropriate remedy and in any event shall furnish only that portion of the information that is legally required or requested and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information (provided that the immediately foregoing proviso shall not be applicable to any disclosure required to be made by a Party to any competent regulatory authority with jurisdiction over such Party with respect to its business or in connection with any routine banking exam by such regulatory authority, in each case, not targeted at the Sponsor, the Holdco or the Transactions).

Section 1.14 Tax. Each Investor shall be responsible for its own Taxes and related Tax obligations arising from the Transactions (including Tax filings, payments and other obligations). The Investors shall cooperate with the Surviving Entity in fulfilling the Surviving Entity's Tax withholding, reporting, registration or similar obligations, if any, in connection with the Transactions.

ARTICLE II
MISCELLANEOUS

Section 2.1 Effectiveness. This Agreement shall become effective on the date hereof and shall terminate (except with respect to Section 1.7, Section 1.9, Section 1.10, Section 1.11(c) (solely with respect to Failing Investors), Section 1.12, Section 1.13 and ARTICLE II, which shall survive any termination of this Agreement) upon the earlier of the Effective Time and the termination of the

Merger Agreement pursuant to Article IX thereof; provided that Section 1.6 shall remain in effect if this Agreement is terminated upon the Effective Time until a shareholders' agreement or other definitive agreement containing customary terms and, subject to mutually agreed changes, the terms set forth on Exhibit A hereto is duly executed by the Investors in accordance with Section 1.6; provided, further, that any liability for failure to comply with the terms of this Agreement prior to such termination shall survive such termination.

Section 2.2 Amendment. Except for updates to Schedule I made pursuant to Section 1.2(b), this Agreement may be amended or modified and the provisions hereof may be waived, only by an agreement in writing signed by the Sponsor and all Principal Investors; provided that no provision of this Agreement (excluding exhibits) may be amended in a manner that by its terms is disproportionately adverse to any Investor than the other Investors, unless the written consent of such Investor has been obtained. Amendments or modifications to this Agreement made in accordance with this Section 2.2 shall be binding on all Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Investor against whom the enforcement of such waiver, discharge or termination is sought.

Section 2.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

Section 2.4 Remedies. Except as provided herein, this Agreement will be enforceable by all available remedies at law or in equity (including, without limitation, specific performance), provided that this Agreement may only be enforced against an Investor by HoldCo, Parent or Merger Sub, acting at the direction of the Sponsor. In the event that HoldCo determines to enforce the provisions of the Equity Commitment Letters, the Support Agreement or the Additional Rollover Agreements, in each case, in accordance with this Agreement, the Investors that are prepared to fulfill their (or their Affiliates' or equityholders') respective Commitments immediately prior to the Closing (the "Closing Investors") shall be entitled, in their discretion, to either (i) specific performance of the terms of this Agreement and the Equity Commitment Letters, the Support Agreement or the Additional Rollover Agreements, as applicable, together with any costs of enforcement incurred by the Closing Investors in seeking to enforce such remedy or (ii) payment by the Failing Investors in an amount equal to the aggregate out-of-pocket damages incurred by such Closing Investors and their Affiliates (including without limitation amounts paid under any such Closing Investors' or their Affiliates' Limited Guarantees). If HoldCo, acting at the direction of the Sponsor, determines to enforce the remedy described in the preceding sentence against any Failing Investor, it must do so against all Failing Investors. If there are multiple Failing Investors, each Failing Investor's portion of the total obligations hereunder shall be the amount equal to the product of (A) the amounts due from all Failing Investors hereunder (including the value of any Rollover Shares and Rollover Warrants of such Failing Investors calculated at the Per Share Merger Consideration, the Per Warrant Merger Consideration and the Per Warrant Consent Fee) multiplied by (B) a fraction of which the numerator is the value of such Failing Investor's Commitment (including the value of any Rollover Shares and Rollover Warrants of such Failing Investor calculated at the Per Share Merger Consideration, the Per Warrant Merger Consideration and the Per Warrant Consent Fee) and the denominator is the sum of all Failing Investors' Commitments (including the value of any Rollover Shares and Rollover Warrants of all Failing Investor calculated at the Per Share Merger Consideration, the Per Warrant Merger Consideration and the Per Warrant Consent Fee).

Section 2.5 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Investors may be partnerships, limited liability companies, corporations or other entities, HoldCo, Parent Merger Sub and each Investor covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against and no personal liability shall attach to, be imposed on or otherwise be incurred by any former, current or future direct or indirect holder of any equity, stock, general or limited partnership or limited liability company interest, controlling Person, management company, portfolio company, incorporator, director, officer, employee, agent, advisor, attorney, representative, Affiliate (other than any permitted assignee under Section 2.10), members, managers, general

or limited partners, shareholders, stockholders, successors or assignees of any Investor or of any former, current or future direct or indirect holder of any equity, stock, general or limited partnership or limited liability company interest, controlling Person, management companies, portfolio companies, incorporators, directors, officers, employees, agents, advisors, attorneys, representatives, Affiliates (other than any permitted assignee under Section 2.10), members, managers, general or limited partners, shareholders, stockholders, successors or assignees of any of the foregoing, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, for any obligation of any Investor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation (in each case other than against parties to this Agreement or such other document or instrument as expressly provided therein).

Section 2.6 Governing Law; Jurisdiction.

(a) This Agreement shall be interpreted, construed and governed by and in accordance with the Laws of the State of New York, without regard to the conflicts of law principles thereof that would subject such matter to the Laws of another jurisdiction.

(b) Any Actions arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 2.6 (the "Rules"). The place of arbitration shall be Hong Kong Special Administrative Region of the People's Republic of China. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an "Arbitrator"). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the arbitration tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The arbitration tribunal shall have no authority to award punitive or other punitive−type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(c) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 2.6, any Party may, to the extent permitted under the rules and procedures of the HKIAC, seek an interim injunction or other form of relief from the HKIAC as provided for in its Rules. Such application shall also be governed by, and construed in accordance with, the Laws of the State of New York.

Section 2.7 Exercise of Rights and Remedies.

(a) Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any Party in the exercise of any right, power or privilege hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right, power or privilege.

(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages alone would not be an adequate remedy for such damages from any actual or threatened breach of this Agreement. Except as set forth in this Section 2.7, including the limitations set forth in Section 2.7(c), it is agreed that prior to any termination of this Agreement, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such party, including the right to claim money damages for breach of any provision of this Agreement. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by a party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by a party.

(c) The Parties' right of specific enforcement is an integral part of the transactions contemplated hereby and each Party hereby waives any objections to the grant of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party (including any objection on the basis that there is an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity), and each Party shall be entitled to an injunction or injunctions and to specifically enforce the terms and provisions of this Agreement to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement all in accordance with the terms of this Section 2.7. In the event any Party seeks an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, such Party shall not be required to provide any bond or other security in connection with such order or injunction all in accordance with the terms of this Section 2.7.

Section 2.8 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt (or, in the case of electronic mail, when no error message is generated) when transmitted by facsimile transmission or by electronic mail or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, or on the next Business Day if transmitted by international overnight courier, in each case to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

if to HoldCo, Parent, Merger Sub, Sponsor or the Co-Investment Vehicle (as defined in Schedule I hereto), to:

Unit 3004, Garden Square
No. 968, Beijing West Road, Jing'An
Shanghai, China
Attention: Carl Wu
E-mail: carl@new-frontier.com

with a required copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP
3901 China World Tower
1 Jianguomenwai Avenue
Beijing 100004, China
Attention: Yang Wang
E-mail: Yang.Wang@stblaw.com

if to any other Investor, at the address set forth in such Investor's Equity Commitment Letter or Support Agreement.

Section 2.9 Other Agreements. This Agreement, together with the Merger Agreement, the Equity Commitment Letters, the Limited Guarantees, the Support Agreement, the Additional Rollover Agreements and other agreements referenced herein, constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties or any of their Affiliates with respect to the subject matter contained herein except for such other agreements as are referenced herein which shall continue in full force and effect in accordance with their terms having been expressly amended, clarified or supplemented by this Agreement. Notwithstanding the foregoing, in the event of any conflict between the provisions of this Agreement and the provisions of such other agreements as are referenced herein, the provisions of this Agreement shall prevail.

Section 2.10 Assignment. Other than as provided herein, this Agreement may not be assigned by any Party or by operation of law or otherwise without the prior written consent of each of the other Parties, except that the Agreement may be assigned to an Affiliate of a Party or in connection with a Permitted Syndication, and, with the prior written approval of the Sponsor, may be assigned by a Failing Investor to a new investor that accepts such Failing Investor's Commitment pursuant to Section 1.8; provided that the Party making such assignment shall not be released from its obligations hereunder. Any attempted assignment in violation of this Section 2.10 shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns of the parties. Nothing in this Agreement, express or implied, shall be construed as giving any person, other than the parties and their heirs, successors, legal representatives and permitted assigns any right, remedy, obligation, liability or claim under or in respect of this Agreement or any provision hereof.

Section 2.11 No Promotion. Without the mutual agreement of each of the West Street Investors, no Investor shall, as applicable, (i) use in advertising or publicity the name of Goldman Sachs & Co. LLC or any of its respective Affiliates, or any partner or employee of any such Affiliates, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Goldman Sachs & Co. LLC or any of its respective Affiliates, except in connection with the use of such name in the Proxy Statement, the Schedule 13E-3 or any other filing or notification with any Governmental Entity in connection with the Transactions, or (ii) represent, directly or indirectly, that any product or any service provided by the Investors has been approved or endorsed by Goldman Sachs & Co. LLC, or any of their respective Affiliates. Without the prior written consent of Warburg Pincus, no Investor (excluding Warburg Pincus's Affiliates) shall, (i) use in advertising or publicity the name of Warburg Pincus or any of its Affiliates, or any partner or employee of any such Affiliates, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Warburg Pincus or any of its Affiliates, except in connection with the use of such name in the Proxy Statement, the Schedule 13E-3 or any other filing or notification with any Governmental Entity in connection with the Transactions, or (ii) represent, directly or indirectly, that any product or any service provided by such Investor has been approved or endorsed by Warburg Pincus, or any of its Affiliates.

Section 2.12 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

[*Signature pages follow*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

UNICORN II HOLDINGS LIMITED

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

UNICORN II PARENT LIMITED

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

UNICORN II MERGER SUB LIMITED

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

NEW FRONTIER PUBLIC HOLDING LTD.

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

STRATEGIC HEALTHCARE HOLDING LTD.

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

CARNIVAL INVESTMENTS LIMITED

By: /s/ Kam Chung Leung
Name: Kam Chung Leung
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

MAX RISING INTERNATIONAL LIMITED

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

YING ZENG

By: /s/ Ying Zeng
Name: Ying Zeng

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

HMJ HOLDINGS LIMITED

By: /s/ Carl Wu
Name: Carl Wu
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

VIVO CAPITAL FUND IX (CAYMAN), L.P.
By Vivo Capital IX (Cayman), LLC (General Partner)

By: /s/ Frank Kung
Name: Frank Kung
Title: Managing Member

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

NF SPAC HOLDING LIMITED

By: /s/ TANG Chun Wai Nelson

Name: TANG Chun Wai Nelson
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

SUN HING ASSOCIATES LIMITED

By: /s/ TANG Chun Wai Nelson
Name: TANG Chun Wai Nelson
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

NAN FUNG GROUP HOLDINGS LIMITED

By: /s/ TANG Chun Wai Nelson
Name: TANG Chun Wai Nelson
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

BRAVE PEAK LIMITED

By: /s/ Hui Mei Mei, Carol
Name: Hui Mei Mei, Carol
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

ASPEX MASTER FUND

By: /s/ Li, Ho Kei
Name: Li, Ho Kei
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

AMF-7 HOLDINGS LIMITED

By: /s/ Li, Ho Kei
Name: Li, Ho Kei
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

ROBERTA LIPSON

By: /s/ Roberta Lipson
Name: Roberta Lipson

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

BENJAMIN LIPSON PLAFKER TRUST
Acting by Roberta Lipson, its trustee

By: /s/ Roberta Lipson
Name: Roberta Lipson
Title: Trustee

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

DANIEL LIPSON PLAFKER TRUST
Acting by Roberta Lipson, its trustee

By: /s/ Roberta Lipson
Name: Roberta Lipson
Title: Trustee

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

JOHNATHAN LIPSON PLAFKER TRUST
Acting by Roberta Lipson, its trustee

By: /s/ Roberta Lipson
Name: Roberta Lipson
Title: Trustee

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

ARIEL BENJAMIN LEE TRUST
Acting by Roberta Lipson, its trustee

By: /s/ Roberta Lipson
Name: Roberta Lipson
Title: Trustee

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

LIPSON 2021 GRAT
Acting by Roberta Lipson, its trustee

By: /s/ Roberta Lipson
Name: Roberta Lipson
Title: Trustee

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

ADVANCE DATA SERVICES LIMITED

By: /s/ Ma Huateng
Name: Ma Huateng
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

YUNQI CHINA SPECIAL INVESTMENT A

By: /s/ Christopher Min Fang Wang
Name: Christopher Min Fang Wang
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

SMART SCENE INVESTMENT LIMITED

By: /s/ Lui Kon Wai
Name: Lui Kon Wai
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

YORK ASIAN OPPORTUNITIES INVESTMENTS MASTER FUND, L.P.

By: /s/ Mark He
Name: Mark He
Title: Managing Director – Portfolio Manager

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

SMART WILL INVESTMENTS LIMITED

By: /s/ Chan Wai Kan
Name: Chan Wai Kan
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

LY HOLDING CO., LIMITED

By: /s/ NG Ka Lam
Name: NG Ka Lam
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

FOSUN INDUSTRIAL CO., LIMITED

By: /s/ Qiyu CHEN
Name: Qiyu CHEN
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

WSCP VIII EMP ONSHORE INVESTMENTS, L.P.
By: WSCP VIII ESC ADVISORS, L.L.C., its General Partner

By: /s/ William Y. Eng
Name: William Y. Eng
Title: Vice President

WSCP VIII EMP OFFSHORE INVESTMENTS, L.P.
By: WSCP VIII ESC ADVISORS, L.L.C., its General Partner

By: /s/ William Y. Eng
Name: William Y. Eng
Title: Vice President

WEST STREET CAPITAL PARTNERS VIII, L.P.
By: Goldman Sachs & Co. LLC, Attorney-in-Fact

By: /s/ William Y. Eng
Name: William Y. Eng
Title: Attorney-in-Fact

WEST STREET CAPITAL PARTNERS VIII - PARALLEL, L.P.
By: Goldman Sachs & Co. LLC, Attorney-in-Fact

By: /s/ William Y. Eng
Name: William Y. Eng
Title: Attorney-in-Fact

WSCP VIII OFFSHORE INVESTMENTS, SLP
By: WEST STREET CAPITAL PARTNERS
VIII ADVISORS, S.À R.L., its General Partner

By: /s/ Stéphane Lachance - Claire Kasumaba
Name: Stéphane Lachance - Claire Kasumaba
Title: Managers

[*Unicorn II - Signature Page to Interim Investors Agreement*]

GOLDMAN SACHS ASIA STRATEGIC II PTE. LTD.

By: /s/ Tan Ching Chek
Name: Tan Ching Chek
Title: Director

WEST STREET PRIVATE MARKETS 2021, L.P.

By: Goldman Sachs & Co. LLC, its Investment Manager

By: /s/ William Y. Eng
Name: William Y. Eng
Title: Attorney-in-Fact

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

CALCITE GEM INVESTMENTS GROUP LTD

By: /s/ David Sreter
Name: David Sreter
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

PSSF UNICORN II LTD

By: /s/ Natalie Medlicott
Name: Natalie Medlicott
Title: Authorised Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

YI FANG DA SIRIUS INV. LIMITED

By: /s/ SHI Feng – HO Kwok Wah
Name: SHI Feng – HO Kwok Wah
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

GAORONG PARTNERS FUND V, L.P.

By: /s/ Peter Wong
Name: Peter Wong
Title: Authorized Signatory

GAORONG PARTNERS FUND V-A, L.P.

By: /s/ Peter Wong
Name: Peter Wong
Title: Authorized Signatory

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

PLEIAD ASIA MASTER FUND

By: /s/ Marc Towers
Name: Marc Towers
Title: Director

PLEIAD ASIA EQUITY MASTER FUND

By: /s/ Marc Towers
Name: Marc Towers
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first written above.

NEWQUEST ASIA FUND IV (SINGAPORE) PTE. LTD.

By: /s/ Darren Massara
Name: Darren Massara
Title: Director

[*Unicorn II - Signature Page to Interim Investors Agreement*]

Exhibit 99.8

JOINT FILING AGREEMENT

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act") the undersigned hereby agree to the joint filing on behalf of each of them of any filing required by such party under Section 13 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to securities of New Frontier Health Corporation, a Cayman Islands exempted company, and further agree to the filing, furnishing, and/or incorporation by reference of this Agreement as an exhibit thereto. Each of them is responsible for the timely filing of such filings and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

Dated: August 6, 2021

[*Signature Page to Joint Filing Agreement*]

NEW FRONTIER PUBLIC HOLDING LTD.

/s/ Carl Wu
Name: Carl Wu
Title: Director

[*Signature Page to Joint Filing Agreement*]

STRATEGIC HEALTHCARE HOLDING LTD.

/s/ Carl Wu
Name: Carl Wu
Title: Director

[*Signature Page to Joint Filing Agreement*]

CARNIVAL INVESTMENTS LIMITED

/s/ Leung Kam Chung
Name: Leung Kam Chung
Title: Director

[*Signature Page to Joint Filing Agreement*]

Mr. Kam Chung Leung

/s/ Kam Chung Leung
Kam Chung Leung

[*Signature Page to Joint Filing Agreement*]

Ms. Roberta Lipson

/s/ Roberta Lipson
Roberta Lipson

[*Signature Page to Joint Filing Agreement*]

MAX RISING INTERNATIONAL LIMITED

/s/ Carl Wu
Name: Carl Wu
Title: Director

[*Signature Page to Joint Filing Agreement*]

Mr. Carl Wu

/s/ Carl Wu
Carl Wu

[*Signature Page to Joint Filing Agreement*]

Mr. Ying Zeng

/s/ Ying Zeng
Ying Zeng

[*Signature Page to Joint Filing Agreement*]

VIVO CAPITAL IX (CAYMAN), LLC

/s/ Frank Kung
Name: Frank Kung
Title: Managing Member

[*Signature Page to Joint Filing Agreement*]

NF SPAC HOLDING LIMITED

/s/ Tang Chun Wai Nelson
Name: Tang Chun Wai Nelson
Title: Director

[*Signature Page to Joint Filing Agreement*]

SUN HING ASSOCIATES LIMITED

/s/ Tang Chun Wai Nelson
Name: Tang Chun Wai Nelson
Title: Director

[*Signature Page to Joint Filing Agreement*]

NAN FUNG GROUP HOLDINGS LIMITED

/s/ Tang Chun Wai Nelson
Name: Tang Chun Wai Nelson
Title: Director

[*Signature Page to Joint Filing Agreement*]

BRAVE PEAK LIMITED

/s/ Hui Mei Mei, Carol
Name: Hui Mei Mei, Carol
Title: Director

[*Signature Page to Joint Filing Agreement*]

ASPEX MASTER FUND

/s/ Li Ho Kei
Name: Li Ho Kei
Title: Director

[*Signature Page to Joint Filing Agreement*]

ASPEX MANAGEMENT (HK) LIMITED

/s/ Li Ho Kei
Name: Li Ho Kei
Title: Director

[*Signature Page to Joint Filing Agreement*]

Mr. LI Ho Kei

/s/ Li Ho Kei
Li Ho Kei

[*Signature Page to Joint Filing Agreement*]

SMART SCENE INVESTMENT LIMITED

/s/ Lui Kon Wai
Name: Lui Kon Wai
Title: Director

[*Signature Page to Joint Filing Agreement*]

LY HOLDING CO., LIMITED

/s/ Ng Ka Lam
Name: Ng Ka Lam
Title: Director

[*Signature Page to Joint Filing Agreement*]

ADVANCE DATA SERVICES LIMITED

/s/ Ma Huateng
Name: Ma Huateng
Title: Director

[*Signature Page to Joint Filing Agreement*]

YUNQI CHINA SPECIAL INVESTMENT A

/s/ Christopher Min Fang Wang
Name: Christopher Min Fang Wang
Title: Director

[*Signature Page to Joint Filing Agreement*]

YORK ASIAN OPPORTUNITIES INVESTMENTS MASTER FUND, L.P.

/s/ Kevin M. Carr
Name: Kevin M. Carr
Title: Managing Director

[*Signature Page to Joint Filing Agreement*]

SMART WILL INVESTMENTS LIMITED

/s/ Chan Wai Kan
Name: Chan Wai Kan
Title: Director

[*Signature Page to Joint Filing Agreement*]

FOSUN INDUSTRIAL CO., LIMITED

/s/ Xiaohui Guan
Name: Xiaohui Guan
Title: Director

SHANGHAI FOSUN PHARMACEUTICAL (GROUP) CO., LTD.

/s/ Wu Yifang
Name: Wu Yifang
Title: Director

[*Signature Page to Joint Filing Agreement*]