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愛帝宮母嬰健康股份有限公司  
AIDIGONG MATERNAL & CHILD HEALTH LIMITED

*(Incorporated in Bermuda with limited liability)*

(Stock code: 286)

**DESPATCH OF CIRCULAR  
AND  
SUPPLEMENTAL ANNOUNCEMENT  
IN RELATION TO THE PROPOSED ISSUE OF  
CONVERTIBLE PREFERENCE SHARES  
UNDER SPECIFIC MANDATE  
AND  
AMENDMENT OF CONSTITUTIONAL DOCUMENTS**

Reference is made to the announcement of Aidigong Maternal & Child Health Limited (the “**Company**”) dated 9 September 2022 (the “**Announcement**”) in relation to, among other things, the proposed issue of Convertible Preference Shares under Specific Mandate and amendment of Constitutional Documents pursuant to the Subscription Agreement. Unless otherwise specified, capitalised terms used herein shall have the same meanings as those defined in the Announcement.

## **DESPATCH OF CIRCULAR**

The Board is pleased to announce that the circular containing, among other things, details of the Subscription Agreement (as amended and supplemented by the Supplemental Agreement (as defined below)), amendments to the Constitutional Documents, the increase in authorised share capital of the Company (the “**Circular**”), a notice to convene the SGM, and a proxy for use at the SGM will be despatched to the Shareholders on Friday, 9 December 2022.

## **THE SUPPLEMENTAL AGREEMENT**

The Board announces that on 8 December 2022 (after trading hours), the Subscriber and the Company entered into a supplemental agreement (“**Supplemental Agreement**”) to amend and supplement certain terms of the Subscription Agreement, the major amendments of which are set out as follows:

### **1) Deletion of the Board Observer Rights and the Veto Rights**

Pursuant to the Subscription Agreement, the Subscriber (or its affiliate(s) which hold Shares) shall be entitled to appoint, remove and replace an Observer to the Board and each committee thereof (“**Board Observer Rights**”). Besides, the Company shall not, and shall cause each of its subsidiaries not to, take any action with respect to the certain matters as set out in the Announcement without first obtaining the prior written consent of the Convertible Preference Shareholders (“**Veto Rights**”).

Pursuant to the Supplemental Agreement and as agreed between the Subscriber and the Company, the above Board Observer Rights and Veto Rights have been removed.

### **2) Addition of redemption events**

Pursuant to the Supplemental Agreement, each Convertible Preference Shareholder shall have the right to request the Company to redeem all or part of the outstanding Convertible Preference Shares held by it upon the Group having taken any action with respect to any of the following matters (“**Additional Redemption Events**”):

- a) merger, split, reorganisation, consolidation, change of control, trade sale, liquidation or winding-up, or any other relevant event, unless it would not adversely affect any Convertible Preference Shareholder or any of its economic or other right or interest;

- b) issuance of any equity securities other than Ordinary Shares, unless and to the extent that the Company has offered in writing within 30 days prior to such issuance to issue all such equity securities to the Convertible Preference Shareholders (or their affiliates as may be designated by them) on the same terms and conditions or terms and conditions that are more favourable to the Convertible Preference Shareholders, and the Convertible Preference Shareholders have declined or otherwise failed to accept such offer to subscribe for such equity securities by written notice within 20 days from receiving such written offer;
- c) amend the terms, rights, preferences or privileges of the Convertible Preference Shares or any other provision of the Constitutional Documents;
- d) (i) providing any loans to any connected person or any guarantees or security in connection with the obligations of any connected person, or (ii) any other transaction with any connected person in excess of HK\$50,000,000 individually or HK\$100,000,000 in the aggregate in any 12-month period, in each case, other than connected transactions and continuing connected transactions disclosed in the 2021 annual report of the Company and continuations thereof on terms and conditions that are not less favourable to the members of the Group than those so disclosed;
- e) incurrence of any loans or other indebtedness, or guarantees of or indemnities for any indebtedness, other than:
  - i) refinancing of existing indebtedness on terms not materially less favorable to the members of the Group; and
  - ii) loans or borrowings from banks on prevailing commercial terms and not exceeding HK\$30,000,000 in one transaction or a series of related transactions or HK\$50,000,000 in the aggregate in 12-month period; or

f) agreement to do any of the foregoing.

In the event of any exercise of right by the Convertible Preference Shareholder(s) after the occurrence of any of the Additional Redemption Events, and the payment of the redemption price pursuant to such exercise having been made in full, in each case within 12 months from Completion, the redemption price per Convertible Preference Share shall be equal to (i) the RMB Subscription Price, plus (ii) 13% of the RMB Subscription Price, less (iii) the Preferred Dividend actually paid by the Company on such Convertible Preference Share.

In the event of any exercise of right by the Convertible Preference Shareholder(s) after the occurrence of any of the Additional Redemption Events on or after 12 months from Completion, or the payment of the redemption price pursuant to such exercise not having been made in full within 12 months from Completion, the redemption price per Convertible Preference Share shall be equal to (i) the RMB Subscription Price, plus (ii) simple interest of 13% per annum commencing on the date of Completion and ending on the date of payment of the redemption price for such Convertible Preference Share in full, less (iii) the Preferred Dividend actually paid by the Company on such Convertible Preference Share.

### **3) Extension of the Long Stop Date**

Pursuant to the Supplemental Agreement, the Long Stop Date shall be extended from a date which is three months (as stipulated in the Subscription Agreement) to a date which is six months from the date of the Subscription Agreement (which date may be extended by the Subscriber at its sole discretion by not more than three months by giving written notice to the Company), or such later date as the Company and the Subscriber may agree in writing.

Save for the above amendments, all other principal terms and conditions of the Subscription Agreement shall remain unchanged and continue to be in full force and effect. Please refer to the Circular for a complete version of the terms of the Convertible Preference Shares.

The terms of the Supplemental Agreement have been arrived at after arm's length negotiation between the parties. The Directors are of the view that the terms and conditions of the Subscription Agreement (as amended and supplemented by the Supplemental Agreement) are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

**As the Subscription is subject to the satisfaction of the respective conditions of the Subscription Agreement (as amended and supplemented by the Supplemental Agreement), the Subscription may or may not materialise. Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the Ordinary Shares. If you are in doubt, please consult your professional advisers.**

By Order of the Board  
**Aidigong Maternal & Child Health Limited**  
**Zhu Yufei**  
*Chairman*

Hong Kong, 8 December 2022

*As at the date of this announcement, the Board comprises Ms. Zhu Yufei, Mr. Cheung Wai Kuen, Mr. Lin Jiang, Mr. Li Runping and Ms. Meng Lijia as executive Directors; Mr. Guo Qifei as non-executive Director; and Ms. Yu Lin, Mr. Wong Yiu Kit, Ernest and Mr. Huang Wenhua as independent non-executive Directors.*