Attachment 2

Extracts of the Section 317 Agreement

1. Reference is made to:

   (i) a facility agreement (the "**Amended and Restated Facility Agreement**") originally dated 24 September 2024, as amended and/or restated from time to time, and most recently amended and restated pursuant to an amendment and restatement deed dated 16 November 2026 entered into between, among others Enjoy Start Limited (創怡有限公司) as borrower (the "**Borrower**") and GLAS Agency (Hong Kong) Limited as agent (the "**Agent**") and security agent (the "**Security Agent**");

   (ii) a share charge (the "**CCNL Share Charge**") dated 16 November 2026 entered into between, among others, the Borrower as chargor (the "**Chargor**") in favour of the Security Agent;

   (iii) a debt-for-equity swap agreement (the "**Debt-for-Equity Swap Agreement**") dated 18 November 2026 entered into between the Borrower, the Lender and the Agent; and

   (iv) a participation agreement (the "**Amended and Restated Participation Agreement**") originally dated 20 September 2024, as amended and restated pursuant to an amendment and restatement agreement dated 18 November 2026 entered into between, among others, SeaTown Private Credit Master Fund II as grantor (the "**Grantor**") and Opus – Chartered Issuances S.A., acting in respect of its Compartment 829 as participant (the "**Participant**").

2. Pursuant to the CCNL Share Charge, the Chargor has charged 848,092,944 shares in Central China New Life Limited (建業新生活有限公司), an exempted company with limited liability incorporated under the laws of the Cayman Islands, with registration number 343714 (stock code: 9983) (the "**Listco**") to the Security Agent acting as security agent and holding such charged shares on trust for the Secured Parties.

3. Pursuant to the Debt-for-Equity Swap Agreement, the Borrower has transferred 259,827,600 shares in the Listco (the "**Swap Shares**") to the Lender and the outstanding principal amount of the term loan under the Amended and Restated Facility Agreement has been reduced accordingly.

4. Pursuant to the Amended and Restated Participation Agreement, the Grantor has granted a 36.36% participation (the "**Participation**") in the term loan extended by it to the Borrower under the Amended and Restated Facility Agreement and the Swap Shares to the Participant.

5. The specific provisions imposing obligations or restrictions on the Grantor in the Amended and Restated Participation Agreement with respect to its use, retention or disposal of their interests in voting shares in the Listco acquired in pursuance of the Amended and Restated Participation Agreement are extracted as follows:

   - **Clause 3.7 (*Payments*) of the Amended and Restated Participation Agreement**

     "**3.7 Payments**

(a) […] the Grantor shall, upon applying any of the following amounts actually received by it:

(i) any amount in respect of the Loan or Commitment; or
(ii) any amount in respect of the Ancillary Rights and Claims,

(whether by way of actual receipt, the exercise of any right of set-off or otherwise), subject to Clauses 14.2 (*Permitted set-off*) to 14.4 (*Grantor's right to withhold*), pay to the Participant, within seven Business Days of such application, an amount equal to the Participant's Proportion of the amount so applied by the Grantor.

(b) […] the Grantor shall, upon applying any amount in respect of the Swap Shares actually received by it (whether by way of actual receipt, the exercise of any right of set-off or otherwise), subject to Clauses 14.2 (*Permitted set-off*) to 14.4 (*Grantor's right to withhold*), pay to the Participant, at any time as elected by the Grantor after such application but in any event by no later than 20 Business Days after the date on which the Secured Liabilities (as defined in the Credit Agreement) has been discharged in full, an amount equal to the Participant's Proportion of the amount so applied by the Grantor […]"

- **Clause 3.8 (*Non-Cash Distribution*)**

"**3.8 Non-Cash Distribution**

(a) […] the Participant's Proportion of such Non-Cash Distribution shall form part of the Participation as if they were Swap Shares, and the Grantor shall account to the Participant for the full economic benefit thereof (net of any reasonable cost and expenses incurred by the Grantor in respect thereof) in accordance with the terms hereof."

- **Clause 3.9 (*No reinvestment*) of the Amended and Restated Participation Agreement**

"[…] the Grantor is not entitled to reinvest any amount received by it in respect of the Participant's Proportion of the Loan or Commitment or the Ancillary Rights and Claims or the Swap Shares, except for investments in cash or cash equivalents (where interest earned on such investments is passed to the Participant) during the short settlement period, if any, from the collection date of such amounts to the date of required remittance to the Participant."

6. For these purposes, the following expressions have the following meanings:

"**Ancillary Rights and Claims**"	To the extent that the same are capable of being or permitted to be made the subject of a funded participation, by the Grantor in contract and under applicable law, all claims, suits, causes of action, and any other right of the Grantor, whether known or unknown, against any Obligor (as defined in the Amended and Restated Participation Agreement), or any of their respective Affiliates (as defined in the Amended and Restated Participation

	Agreement), agents, representatives, contractors, advisors, or any other person that in any way is based upon, arises out of or is related to assets referred to in paragraph (a) to paragraph (b) of the definition of Purchased Assets (as defined in the Amended and Restated Participation Agreement), including all claims (in contract or in tort), suits, causes of action, and any other right of the Grantor, against any auditor, legal, tax, financial or other professional advisor or other person arising under or in connection with the Credit Documentation.
"**Business Day**"	A day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong, Singapore and New York.
"**Commitment**"	The aggregate of the Grantor's drawn and undrawn commitment from time to time under the Participated Tranche, *less* any amount of the Commitment under the Participated Tranche cancelled or permanently reduced from time to time pursuant to the Credit Agreement.
"**Credit Agreement**"	The Amended and Restated Facility Agreement.
"**Credit Documentation**"	(i) The Amended and Restated Facility Agreement (including all schedules and appendices thereto), (ii) each Finance Document, (iii) all guarantee, security, intercreditor and restructuring documentation relating to the Amended and Restated Facility Agreement and (iv) any amendments, supplements, accessions, waivers or variations to any document referred to above.
"**Facility**"	The term loan facility made available under the Amended and Restated Facility Agreement.
"**Finance Documents**"	The finance documents specified as such in the Amended and Restated Facility Agreement, including the Amended and Restated Facility Agreement, the CCNL Share Charge and the Debt-for-Equity Swap Agreement.
"**Loan**"	The principal amount of any borrowing made or to be made by the Borrower from the Lender under the Participated Tranche or the principal amount outstanding of that borrowing.
"**Non-Cash Distributions**"	(i) Any note, debenture or other financial instrument, non-cash asset or right, whether debt, equity or otherwise, issued to the Lender in satisfaction or purported satisfaction of any obligation of an Obligor (as defined in the Amended and Restated Participation Agreement) to make any payment with respect to the Loan or the Participated Tranche, or any part of the Loan or the Participated Tranche, or any Interest (as defined in the Amended and Restated Participation Agreement), commission or fees payable in respect of the Loan or the Participated Tranche or any part of the Loan or the Participated Tranche, including, for the avoidance

	of doubt, the Swap Shares and (ii) any Income (as defined in the Amended and Restated Participation Agreement) in relation to any Swap Shares that is not in the form of cash.
"**Participated Tranche**"	The Facility.
"**Participant's Proportion**"	At any time and in relation to the Participated Tranche and the Swap Shares, the proportion (expressed as a percentage) borne by the Participation Commitment (as defined in the Amended and Restated Participation Agreement) to the relevant Commitment, being, as at the Amendment Effective Date (as defined in the Amended and Restated Participation Agreement), 36.36% (rounded to the nearest two decimal places).
"**Secured Liabilities**"	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined in the Amended and Restated Facility Agreement) to any Secured Party under each Finance Document.
"**Secured Parties**"	The parties specified as such in the Amended and Restated Facility Agreement, including the Lenders, the Agent and the Security Agent.