

香港交易及結算所有限公司及香港聯合交易所有限公司對本聯合公告的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本聯合公告全部或任何部份內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

本聯合公告並不構成在美國或任何其他司法權區(根據其證券法未經登記或符合資格前提呈證券要約、徵求或出售即屬違法的任何該等司法權區)提呈出售或徵求購買任何證券的要約。本公告提及的新票據將不會根據美國證券法登記，不得在美國提呈發售或出售，惟獲豁免遵守美國證券法登記規定或屬不受美國證券法登記規定規限的交易除外。任何於美國作出的證券公開發售將透過招股章程方式進行，而有關招股章程將載有提出有關發售的公司、管理層以及財務報表的詳細資料。本公司無意在美國公開發售任何證券。



GCL-Poly Energy Holdings Limited

保利協鑫能源控股有限公司

(於開曼群島註冊成立之有限公司)

(股份代號：3800)



GCL New Energy Holdings Limited

協鑫新能源控股有限公司

(於百慕達註冊成立之有限公司)

(股份代號：451)

協鑫新能源控股有限公司

(i) 要約交換至少最低接納金額的未償付現有票據

及(ii) 邀請提交重組支持協議加入契約

以支持百慕達計劃一不可撤銷重組支持邀請的中期結果；

為持有人利益作出的重組支持協議修訂

本聯合公告乃由保利協鑫能源控股有限公司(「保利協鑫」)及協鑫新能源控股有限公司(「本公司」)根據上市規則第13.09(2)(a)條以及證券及期貨條例(香港法例第571章)第XIVA部項下的內幕消息條文(定義見上市規則)作出。

茲提述保利協鑫與本公司日期為2020年12月23日、2021年1月12日、2021年1月26日及2021年2月1日的聯合公告(「該等公告」)，內容有關要約及邀請。除另有界定者外，本聯合公告所用詞彙具有該等公告所賦予的相同涵義。

不可撤銷重組支持邀請的中期結果

本公司欣然宣佈，截至本聯合公告日期，佔現有票據未償還本金總額約73%的現有票據持有人(「持有人」)已有效提交其各自簽立的重組支持協議加入契約(經日期為2021年2月5日的經修訂及重列重組支持協議修訂)(「經修訂及重列重組支持協議」，見下文進一步闡述)。

由於不可撤銷重組支持邀請之第二次延長截止日期(儘管交換要約已經終止)已進一步延長至2021年2月8日下午四時正(倫敦時間)(「固定費用截止日期」)，本公司繼續誠邀餘下現有票據的各持有人，於有關延長期限前提交妥為簽立的經修訂及重列重組支持協議加入契約，使重組得以有效執行，以符合持有人及本公司的整體利益。一旦根據百慕達計劃完成重組後，本公司將根據經修訂及重列重組支持協議以支付重組代價的方式結清現有票據的未償還本金額及應計利息。

本公司將於實際可行情況下盡快刊發進一步公告，以提供有關上述事項的最新資料。

為持有人利益作出的重組支持協議修訂

於過去一星期，本公司一直與佔超過大多數。由同意債權人持有的現有票據未償還本金總額的一組持有人緊密合作。本公司了解到該組持有人已成立一個特別委員會(「債券持有人委員會」)，該委員會獲法律及財務顧問(「債券持有人委員會顧問」)提供意見，以達成一致共識的解決方案，旨在確保為所有持份者帶來最佳的可能結果。除本公司於日期為2021年2月1日的公告所公佈的經修訂及重列條款書外，重組的餘下條款已取得進一步進展。

於2021年2月5日，本公司與組成債券持有人委員會一部分的持有人訂立協議，以經修訂及重列重組支持協議的形式修訂及重列重組支持協議(「修訂及重列協議」)。有關修訂及重列乃根據重組支持協議第9.1條進行，當中規定大多數同意債權人(定義見下文)及本公司可以書面形式修訂或豁免有關協議的任何條款。於經修訂及重列重組支持協議內，重組支持協議的若干主要條文已為持有人的利益而作出修訂。

根據重組支持協議第9.1條及第9.5條，先前各自簽立加入契約的該等同意債權人(絕大多數同意債權人除外)將受經修訂及重列重組支持協議的條款約束，且毋須重新提交加入契約或在此階段採取任何進一步行動。

經修訂及重列重組支持協議主要條款的高層次概要文本隨附於本聯合公告附錄一。

進一步資料

本公司鼓勵持有人就不可撤銷重組支持邀請(包括經修訂及重列重組支持協議)循以下途徑與本公司、財務顧問和資訊代理聯絡：

本公司： 協鑫新能源控股有限公司
董事會秘書及投資者關係部
香港
九龍柯士甸道西1號
環球貿易廣場17樓1707A室
電話：(852) 2606 9200
電郵：gneir@gclnewenergy.com

財務顧問： 鐘港資本有限公司
香港
皇后大道中39號
豐盛創建大廈1702室
電話：(852) 2110 1116
電郵：gclne@ahfghk.com

資訊代理： Lucid Issuer Services Limited

於倫敦：
Tankerton Works
12 Argyle Walk
London WC1H 8HA
United Kingdom
電話：+44 20 7704 0880

於香港：
香港
金鐘
皇后大道東1號
太古廣場三座3樓
電話：+852 2281 0114
收件人：Mu-yen Lo/Thomas Choquet
電郵：gclnewenergy@lucid-is.com

與不可撤銷重組支持邀請有關的所有文件及資料(包括經修訂及重列重組支持協議)於交換及列表網站(<https://www.lucid-is.com/gclnewenergy>)可供查閱。

本公司將於適當時候刊發進一步公告，以知會股東及潛在投資者任何重大發展。

股東、本公司其他證券持有人及潛在投資者於買賣本公司證券時務請審慎行事。

本聯合公告中的前瞻性陳述，其中包括有關不可撤銷重組支持邀請、百慕達計劃及重組之陳述，乃基於現時預期而作出。該等陳述並非未來事件或結果的保證。未來事件及結果涉及風險、不確定性及假設，並難以準確預測。實際事件及結果可能因本公司無法控制的多項因素而與本聯合公告所載描述有重大差異。

保利協鑫與本公司的關係

於本聯合公告日期，保利協鑫透過Elite Time Global Limited持有本公司11,241,702,000股股份，相當於本公司已發行股本約58.94%，因此，本公司為保利協鑫的附屬公司。

承保利協鑫董事會命
GCL-Poly Energy Holdings Limited
保利協鑫能源控股有限公司
主席
朱共山

承協鑫新能源董事會命
GCL New Energy Holdings Limited
協鑫新能源控股有限公司
主席
朱鈺峰

香港，2021年2月5日

於本聯合公告日期，保利協鑫董事會包括保利協鑫執行董事朱共山先生(主席)、朱戰軍先生、朱鈺峰先生、孫瑋女士、楊文忠先生、蔣文武先生及鄭雄久先生；保利協鑫獨立非執行董事何鍾泰博士、葉棣謙先生、沈文忠博士及黃文宗先生。

於本聯合公告日期，協鑫新能源董事會包括執行董事朱鈺峰先生(主席)、劉根鈺先生及胡曉艷女士；非執行董事孫瑋女士、楊文忠先生及賀德勇先生；以及獨立非執行董事王勃華先生、徐松達先生、李港衛先生、王彥國先生及陳瑩博士。

APPENDIX I

Key Provisions of the Amended and Restated Restructuring Support Agreement

This below summary of the Amended and Restated Restructuring Support Agreement at a high level does not contain all the information that may be important to you in deciding whether to submit your Irrevocable Restructuring Support. You should read all the clauses in the context of the Amended and Restated Restructuring Support Agreement (available for download at www.lucid-is.com/gclnewenergy) as a whole, before making your own decision. Terms not defined herein have the meanings set forth in the Announcements or the Amended and Restated Restructuring Support Agreement.

The key provisions of the Amended and Restated Restructuring Support Agreement which directly relate to support for the Restructuring came into effect on the Second Extended Expiration Deadline.

For the avoidance of doubt, nothing in the Amendment and Restatement Agreement or the Amended and Restated Restructuring Support Agreement shall affect any accrued rights or interests of the parties under the Restructuring Support Agreement existing immediately prior to February 5, 2021, other than any rights or interests that are expressly superseded by the Amended and Restated Restructuring Support Agreement and/or the Amended and Restated Restructuring Support Agreement.

Amended and Restated Term Sheet

A copy of the Amended and Restated Term Sheet as set out in Schedule 6 of the Amended and Restated Restructuring Support Agreement, had been attached to the Announcement dated February 1, 2021 as Appendix I thereto and is incorporated by reference to this announcement.

The Amended and Restated Term Sheet is available for download at www.lucid-is.com/gclnewenergy.

Undertakings of the Consenting Creditors

Under the terms of the Amended and Restated Restructuring Support Agreement, any Consenting Creditor must perform its obligations thereunder, including but not limited to the following:

- (1) Each Consenting Creditor irrevocably undertakes in favour of the Company and the Subsidiary Guarantors that it shall (or, as applicable, will procure that a duly authorised representative, proxy or nominee will):
 - (a) work in good faith with the Company and its advisors to implement the Restructuring in a timely manner and in a manner consistent with the terms of the Amended and Restated Restructuring Support Agreement and the Amended and Restated Term Sheet;

- (b) take all such actions as are necessary to:
 - (i) cause direct participants in Euroclear or Clearstream which are recorded as being the holders of its Existing Notes to submit to the Information Agent a duly completed account holder letter (as defined in the Amended and Restated Restructuring Support Agreement) in respect of the outstanding principal amount of the Existing Notes in which it holds a beneficial interest as principal by no later than the Record Time for the Bermuda Scheme;
 - (ii) attend the Scheme Meeting either in person or by proxy; and
 - (iii) vote, execute and/or deliver within any applicable time periods any proxies, instructions, directions or consents in respect of all the Existing Notes in which it holds a beneficial interest as principal, including (without limitation) to vote in favour of the Bermuda Scheme in respect of the aggregate outstanding principal amount of all Existing Notes in which it holds a beneficial interest as principal at the Record Time at the Scheme Meeting;
 - (c) support and assist (at the Company's cost) any recognition filing as reasonably requested by the Company;
 - (d) provide reasonable support and assistance to the Company and the Subsidiary Guarantors (at the Company's cost) to prevent the occurrence of an Insolvency Proceeding (as defined in the Amended and Restated Restructuring Support Agreement) in respect of the Company or the Subsidiary Guarantors, including, without limitation, supporting any application, filing and/or petition to the courts of any jurisdiction in connection with the same, including (but not limited to) filing any evidence in support of the Company's opposition to a creditor seeking to commence any adverse action;
 - (e) to the extent any Insolvency Event (as defined in the Amended And Restated Restructuring Support Agreement) occurs in respect of any member of the Group, provide reasonable support and assistance to the relevant obligors (at the Company's cost) to implement the Restructuring through the relevant Insolvency Proceedings and ensure that the Restructuring is recognized in all relevant jurisdictions; and
 - (f) provide confirmation to any other party that it supports the Restructuring (at its sole direction).
- (2) Each Consenting Creditor irrevocably undertakes in favour of the Company and the Subsidiary Guarantors that it shall NOT:
- (a) take, commence or continue any Enforcement Action (as defined in the Amended and Restated Restructuring Support Agreement), whether directly or indirectly, to delay the Scheme Effective Date, interfere with the implementation of the Restructuring and/or the Bermuda Scheme or the consummation of the transactions contemplated thereby;

- (b) object to or challenge the Bermuda Scheme or any application to the Bermuda Court in respect thereof or otherwise commence any proceeding(s) to oppose or alter any Scheme Document filed by the Company and/or the Subsidiary Guarantors in connection with the confirmation of the Restructuring, except to the extent that the Bermuda Scheme or any such Scheme Document is materially inconsistent with the terms as set out in the Amended and Restated Term Sheet;
- (c) take any actions inconsistent with, or that would, or are intended to, or would be likely to delay or impede, in each case, approval or confirmation of, the Restructuring or any related documents, except to the extent that the Restructuring and/or any related documents are materially inconsistent with the terms as set out in the Amended and Restated Term Sheet;
- (d) propose or support any alternative proposal or offer from any person or entity in respect of the implementation of the Restructuring other than those contemplated by the Amended and Restated Term Sheet or to otherwise engage in any such discussions or take any action which would delay or impede any approvals for the Restructuring; or
- (e) transfer or agree to transfer any Restricted Notes or any other Existing Notes in which a Consenting Creditor has a beneficial interest as principal (including, without limitation, any Existing Notes purchased or otherwise acquired by a Consenting Creditor after the date of the Amended and Restated Restructuring Support Agreement or any Accession Deed in relation to it) unless in accordance with the terms of the Amended and Restated Restructuring Support Agreement.

Undertakings of the Company and Subsidiary Guarantors

Under the terms of the Amended and Restated Restructuring Support Agreement, each of the Company and the Subsidiary Guarantors undertakes in favour of the Consenting Creditors that they shall perform all actions as are reasonably necessary in order to support, facilitate, implement or otherwise give effect to the Restructuring as soon as reasonably practicable and in a timely manner, including (without limitation) to:

- (a) pay or procure payment of the Fixed Fee (as defined in the Amended and Restated Restructuring Support Agreement);
- (b) implement the Restructuring and the Bermuda Scheme in the manner envisaged by, and on the terms and conditions set out in, the Amended and Restated Restructuring Support Agreement and the Amended and Restated Term Sheet;
- (c) prepare the Scheme Documents and any and all other documents required to implement the Restructuring such that they are consistent in all material respects with the terms as set out in the Amended and Restated Term Sheet;

- (d) upon the Scheme Documents being agreed with the Bondholder Committee (acting in a timely manner, and which may act by Bondholder Committee Majority (as defined below)), promptly propose, file and pursue any legal process or proceedings contemplated by or required to implement the Restructuring, including (without limitation) the Bermuda Scheme;
- (e) take any actions pursuant to any order of, or sanction by, any relevant courts (including, without limitation, the Bermuda Court) as may be required or necessary to implement or give effect to the Restructuring;
- (f) use best endeavours to procure that the Scheme Effective Date occurs and the Restructuring is fully implemented on or before the Longstop Date (as defined below);
- (g) use best endeavours to obtain any necessary regulatory or statutory approval required to permit or facilitate the Restructuring;
- (h) obtain all corporate and regulatory approvals necessary to implement the Restructuring in the manner envisaged by, and on the terms and conditions set out in, the Amended and Restated Restructuring Support Agreement and the Amended and Restated Term Sheet;
- (i) prior to the Record Time, cancel or procure the cancellation of any Existing Notes that it or any other member of the Group has a beneficial interest in or which it or any other member of the Group has redeemed, converted, acquired or purchased, and for the avoidance of doubt, any such Notes shall not be voted at the Scheme Meeting;
- (j) use best endeavours to ensure that each Milestone (as defined in the Amended and Restated Restructuring Support Agreement) is completed on or before the applicable Milestone Deadline (as defined in the Amended and Restated Restructuring Support Agreement);
- (k) seek and obtain the prior written approval of the Bondholder Committee (acting in a timely manner, and which may act by Bondholder Committee Majority) in respect of the final drafts of all material Restructuring Documents (as defined in the Amended and Restated Restructuring Support Agreement) before executing and/or issuing any material Restructuring Documents;
- (l) keep the Consenting Creditors reasonably informed in relation to the status and progress of the Restructuring, including following a reasonable request by any legal advisor to the Consenting Creditors;
- (m) notify the Consenting Creditors:
 - (i) of any matter or thing which it knows or suspects would be reasonably likely to be a material impediment to the implementation of the Restructuring;
 - (ii) if any representation or statement made by it under the Amended and Restated Restructuring Support Agreement proves to have been or to have become, incorrect or misleading in any material respect; or

(iii) if it breaches any undertaking given by it under the Amended and Restated Restructuring Support Agreement;

in each case promptly upon becoming aware of the same.

- (n) ensure that the Company does not pay any dividends or make other distributions to the Shareholders or buyback any of the Company's shares, in each case, prior to the Restructuring Effective Date;
- (o) except as expressly contemplated under the Amended and Restated Restructuring Support Agreement (including in respect of Significant Asset Sales (as defined in the Amended and Restated Term Sheet) to the extent such sales are permitted under the Notes (but for the Default (as defined in the Notes) caused by the failure to make payment of the principal of and interest (or Additional Amounts (as defined in the Notes)) due on the Notes at maturity)), continue to operate its business in the ordinary course and consistent with past practice, using its reasonable endeavours to preserve its assets and business organisation, in each case, in all material respects; and
- (p) not incur any indebtedness, or make any payment or provide any additional credit support, in each case, in connection with any of the existing indebtedness owed to any holder of the Notes (unless such payments and/or credit support are also made on a *pari passu* basis to all other holders of the Notes), in each case, prior to the Restructuring Effective Date, excluding such indebtedness, payment or additional credit support which (A) is permitted under the terms of the Notes, or (B) is made in the ordinary course of business.

Fees under the Amended and Restated Restructuring Support Agreement

Fixed Fee

Pursuant to the terms of the Amended and Restated Restructuring Support Agreement, the Company undertakes to pay or procure payment of the Fixed Fee in an amount of US\$17,800,000, which forms part of the Upfront Cash (as defined in the Amended and Restated Term Sheet) and is in lieu of the Instruction Fee. The Fixed Fee with respect to each Eligible Creditor shall be an amount equal to that Eligible Creditor's pro rata share of the Fixed Fee amount (or, at our sole discretion, any amount in excess thereof), calculated on the basis of the proportion that the Eligible Notes held (in aggregate) by that Eligible Creditor bears to the Eligible Notes held (in aggregate) by all Eligible Creditors.

For the avoidance of doubt, a Consenting Creditor must (i) accede to the Amended and Restated Restructuring Support Agreement on or prior to the Fixed Fee Deadline by delivery of duly executed Accession Deed and Initial Restricted Notes Notice; (ii) vote all of the Existing Notes then held by it in favor of the Bermuda Scheme at the Scheme Meeting; and (iii) not have exercised any right to terminate the Amended and Restated Restructuring Support Agreement and has not breached any provision thereof in any material respect, in order to receive the Fixed Fee pursuant to the Amended

and Restated Restructuring Support Agreement. A Consenting Creditor that does not vote all of the Existing Notes then held by it in favor of the Bermuda Scheme at the Scheme Meeting shall not be entitled to any Fixed Fee.

Advisors' Fee

Subject to the Bermuda Scheme being sanctioned by the Bermuda Court, the Company undertakes to pay the fees of Houlihan Lokey, Hogan Lovells and Moorlander Consulting Limited in their capacity as advisors to certain Scheme Creditors in a maximum amount of US\$4,500,000 as a condition precedent to completion of the Restructuring. Such Advisors' fees forms a part of the Upfront Cash.

Accession, Position Disclosure and Transfer and Purchase

Each Holder may accede to the Amended and Restated Restructuring Support Agreement as a Consenting Creditor by submitting to the Information Agent (i) a properly completed and executed Accession Deed; and (ii) a properly completed and executed initial Restricted Notes Notice. Upon such submission, the Consenting Creditor shall henceforth be a party to the Amended and Restated Restructuring Support Agreement and be bound by, and entitled to enforce, the terms of the Amended and Restated Restructuring Support Agreement as if they were an original party to the same in the capacity of a Consenting Creditor.

While the Amended and Restated Restructuring Support Agreement remains in effect, any transfer or disposal of all or any part of any Existing Notes in which a Consenting Creditor has a beneficial interest or any other transaction of a similar or equivalent economic effect shall only be effective if:

- (a) the relevant transferee is either (i) already a Consenting Creditor or (ii) agrees to be bound by the terms of the Amended and Restated Restructuring Support Agreement as a Consenting Creditor by acceding to Amended and Restated Restructuring Support Agreement through execution of the Accession Deed at or prior to the time of the relevant Transfer; and
- (b) the transferor and transferee provide written notice of the transfer by submitting a properly completed and executed Transfer Notice (in the form set out in Schedule 5 to the Amended and Restated Restructuring Support Agreement) to the Information Agent on or before the proposed effective date of the transfer.

Any transfer by a Consenting Creditor in breach of the above paragraph shall be deemed void for the purposes of the Amended and Restated Restructuring Support Agreement.

If any Consenting Creditor purports to transfer its Restricted Notes other than in accordance with the requirements of the Amended and Restated Restructuring Support Agreement, then that Consenting Creditor shall remain liable as a Consenting Creditor in respect of its obligations and liabilities under the Amended and Restated Restructuring Support Agreement, in respect of the relevant Restricted Notes, until the relevant transferee is bound by the terms of the Amended and Restated Restructuring Support Agreement.

Termination

- (1) The Amended and Restated Restructuring Support Agreement shall automatically and immediately terminate on the earliest of the occurrence of any of the following:
 - (a) the Bermuda Scheme not being approved by the requisite majorities of Scheme Creditors at the Scheme Meeting; provided however, that such automatic termination shall not occur if such Scheme Meeting is adjourned to a date falling on or prior to the Longstop Date and the Bermuda Scheme is approved at such adjourned Scheme Meeting by the requisite majorities of the Scheme Creditors;
 - (b) the Bermuda Court not granting a Scheme Sanction Order at the hearing of the Bermuda Court convened for such purpose and there being no reasonable prospect of the Restructuring being effected and the Company has exhausted all avenues of appeal;
 - (c) the Restructuring Effective Date; and
 - (d) the Longstop Date.
- (2) The Amended and Restated Restructuring Support Agreement may be terminated:
 - (a) by mutual written agreement of the Company and the Super Majority Consenting Creditors (as defined below);
 - (b) at the election of the Consenting Creditors who hold an aggregate outstanding principal amount of more than 50% of the outstanding principal amount of the Existing Notes (the “**Majority Consenting Creditors**”) by and upon a written notice of termination to the Company (which shall notify the other parties), following the Company making any payment in respect of the Existing Notes, other than in accordance with the Amended and Restated Restructuring Support Agreement and/or the terms set out in the Amended and Restated Term Sheet;
 - (c) at the election of the Consenting Creditors who hold an aggregate outstanding principal amount of more than 66.67% of the outstanding principal amount of the Existing Notes (the “**Two Thirds Majority Consenting Creditors**”) by and upon a written notice of termination to the Company (which shall notify the other parties), following the occurrence of any failure to achieve any Milestone by its respective Milestone Deadline (as such Milestone Deadline may be extended from time to time in accordance with the terms of the Amended and Restated Restructuring Support Agreement);
 - (d) at the election of the Consenting Creditors who hold an aggregate outstanding principal amount of more than 75% of the outstanding principal amount of the Existing Notes (the “**Super Majority Consenting Creditors**”) by and upon a written notice of termination to the Company (which shall notify the other parties), following the occurrence of any of the following certain events:

- (i) the occurrence of certain Insolvency Events in respect of the Company or any of the Subsidiary Guarantors;
 - (ii) the Company launching a Bermuda Scheme that is materially inconsistent with the terms as set out in the Amended and Restated Term Sheet;
 - (iii) the Bermuda Court refusing to convene a Scheme Meeting, where all avenues of appeal are also exhausted by the Company;
 - (iv) an uncured material breach of the Amended and Restated Restructuring Support Agreement by the Company or the Subsidiary Guarantors; or
 - (v) occurrence of a change of control other than as contemplated under the Restructuring;
- (e) in respect of a Consenting Creditor, (i) at the election of the Company (in its sole and absolute discretion) by the delivery of a written notice of termination by the Company to a Consenting Creditor if that Consenting Creditor fails to comply with the Amended and Restated Restructuring Support Agreement in any material respect, and such non-compliance is not remedied within ten (10) business days of delivery of notice of such non-compliance by the Company to the relevant Consenting Creditor; or (ii) at the election of that Consenting Creditor (in its sole and absolute discretion) by the delivery of a written notice of termination by that Consenting Creditor to the Company if the Company or any Subsidiary Guarantor fails to comply with the Amended and Restated Restructuring Support Agreement in any material respect and such non-compliance is not remedied within ten (10) business days of delivery of notice of such non-compliance by that Consenting Creditor to the Company; or
- (f) at the written election of the Company (in its sole and absolute discretion), in circumstances where there is no reasonable prospect of the Restructuring being effected by way of a Bermuda Scheme.

Longstop Date

For the purposes of the Amended and Restated Restructuring Support Agreement, Longstop Date means June 30, 2021, or such later date as the Company may notify to the parties subject to the prior written consent of the Majority Consenting Creditors and provided that: (a) such later date shall be a date no later than September 30, 2021; and (b) any amendment to this definition or extension of the Longstop Date beyond September 30, 2021 will require the prior written consent of the Company and the Super Majority Consenting Creditors.

Amendment and Waiver

Subject to the next two paragraphs and as described in the Amended and Restated Restructuring Support Agreement, the Amended and Restated Restructuring Support Agreement may be amended or waived by the Company and the Majority Consenting Creditors.

Subject to the next paragraph, (i) any term of the Restructuring as set out in the Amended and Restated Term Sheet, (ii) the definition of the “Longstop Date”, and (iii) any clauses relating to termination, amendments and waiver of the Amended and Restated Restructuring Support Agreement, may only be amended or waived by the Super Majority Consenting Creditors and the Company.

The Company (acting in its sole discretion) may amend any term of the Amended and Restated Restructuring Support Agreement, among other things, to make any other change to the terms of the Restructuring or the Amended and Restated Restructuring Support Agreement that is beneficial to and does not have a material adverse effect on the rights of any Consenting Creditor when compared to the terms then in effect.

Furthermore, any amendment or waiver which would amend the clauses relating to the undertakings of the Consenting Creditors, the definitions of the definitions of “Majority Consenting Creditors”, “Two Thirds Majority Consenting Creditors” or “Super Majority Consenting Creditors”, may only be made in writing by the Company and each Consenting Creditor. Any amendment or waiver which would amend the definition of “Bondholder Committee” or “Bondholder Committee Majority” or “Bondholder Committee Counsel” may only be amended or waived in writing by each of the Company and the Bondholder Committee Majority.

For the purposes of the Amended and Restated Restructuring Support Agreement, the term “Bondholder Committee Majority” means, in relation to any approval, consent or opinion, any member or members of the Bondholder Committee who in aggregate are the beneficial owners of more than 50% in outstanding principal amount of the Notes held by the Bondholder Committee collectively at the time any such approval, consent or opinion is provided.