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Announcement of the Invitation by

SUNING 苏宁

Suning Appliance Group Co., Ltd.

(苏宁电器集团有限公司)

(incorporated with limited liability in the People's Republic of China)

(the "Guarantor")

to holders of the outstanding

U.S.\$600,000,000 7.50 per cent. Guaranteed Bonds due 2021 (the "Bonds") (Stock Code: 5152)

issued by

Granda Century Limited 格蘭達世紀有限公司

(the "Issuer")

and unconditionally and irrevocably guaranteed by the Guarantor

(the "Guarantee")

to consent to certain amendments and waivers relating to the Bonds as set out herein and as proposed by the Guarantor for approval by an extraordinary resolution of the holders of the Bonds by way of Circulating Resolution by Electronic Consent or, where the Extraordinary Resolution has not been approved by Electronic Consent, at a meeting of the Bondholders, as further described in the Consent Solicitation Memorandum

Title of Security	ISIN / Common Code	Outstanding principal amount	Consent Fee
U.S.\$600,000,000 7.50 per cent. Guaranteed Bonds due 2021	XS1843422947 / 184342294	U.S.\$600,000,000	1.00 per cent. of the principal amount of the Bonds (namely, U.S.\$10 per U.S.\$1,000 principal amount of the Bonds), subject to delivery of a Consent Instruction in favour of the Extraordinary Resolution on or before 4.00 p.m. (London time) on 10 September 2021, the passing of the Extraordinary Resolution and as otherwise described in the Consent Solicitation Memorandum

Solicitation Agents

Admiralty Harbour and CMB International

Information and Tabulation Agent

Morrow Sodali Limited

This announcement does not contain the full terms and conditions of the Consent Solicitation, which are contained in the consent solicitation memorandum dated 27 August 2021 (the “Consent Solicitation Memorandum”) prepared by the Guarantor. Subject to the restrictions described under “Solicitation and Distribution Restrictions” below, Eligible Bondholders may obtain a copy of the Consent Solicitation Memorandum from the Consent Website (<https://bonds.morrowsodali.com/suning>) or the Information and Tabulation Agent, the contact details for which are set out below. In order to receive a copy of the Consent Solicitation Memorandum, a holder of the Bonds will be required to provide confirmation as to his or her status as an Eligible Bondholder. Eligible Bondholders are advised to read carefully the Consent Solicitation Memorandum.

Capitalised terms used in this announcement but not defined have the meanings given to them in the Consent Solicitation Memorandum.

Overview

The Guarantor has today published a notice of the circulating resolution by electronic consent and meeting (the “Notice”) to solicit Bondholders to participate in the consent solicitation by extraordinary resolution of the holders of the Bonds (the “**Extraordinary Resolution**”) which proposed certain waivers and amendments relating to the Bonds, as more fully described in the Consent Solicitation Memorandum dated 27 August 2021 and available, subject to eligibility confirmation and registration, on the Consent Website: <https://bonds.morrowsodali.com/suning>.

Background and Purpose of the Consent Solicitation

As announced on 12 July 2021 by Suning.com, the Guarantor completed a sale to Jiangsu New Retail Innovation Fund II (Limited Partnership) (江苏新新零售创新基金二期(有限合伙)) of 16.96 per cent. equity interest in Suning.com (the “**Equity Transfer**”). Following the Equity Transfer, Suning.com has ceased to be a Subsidiary of the Guarantor and a Change of Control has occurred. Any Bondholder may require the Issuer to redeem all but not some only of the holder’s Bonds at 101 per cent. of their principal amount, together with accrued interest within 30 days following the date upon which notice thereof is given to Bondholders by the Issuer.

The change in the financial position of the Group has negatively affected the Group’s access to financing and led to the occurrence of certain triggering events under some of the Group’s loan agreements and notes (the “**Existing Indebtedness**”), including (i) the up to U.S.\$165,000,000 facility agreement entered into by, among others, Great Matrix Limited as borrower and the Guarantor as guarantor (the “**Great Matrix Loan**”); (ii) the up to U.S.\$85,000,000 7.00 per cent secured notes due 2021 issued by Great Matrix Limited as issuer and guaranteed by the Guarantor (the “**Great Matrix Notes**”) (iii) the up to RMB3,000,000,000 trust loan agreement entered into by Suning Real Estate with Huaneng Guicheng Trust Corp., Ltd. (the “**Suning Real Estate Loan**”), and (iv) the U.S.\$100,000,000 notes issued by Great Sunrise Limited and guaranteed by the Guarantor which are subscribed by China Shandong Hi-Speed Capital (HK) Limited (the “**Shandong Hi-Speed Notes**”).

The Great Matrix Loan and the Great Matrix Notes are secured by certain assets (which include an equity pledge in relation to 15 per cent. of the entire equity interests of Suning Real Estate held by the Guarantor). The Great Matrix Loan and the Great Matrix Notes have been declared to be immediately due and payable prior to their respective maturity dates, and the relevant security has become enforceable. A claim has been filed in the Hong Kong court for repayment of the Great Matrix Loan and the Great Matrix Notes.

The Suning Real Estate Loan is secured by certain assets (which include an equity pledge in relation to 1.39 per cent. of the entire equity interests of Suning.com held by the Guarantor). Applications have been made in the PRC court for freezing such equity interest and enforcement.

The Shandong Hi-Speed Notes are secured by certain assets (which include an equity interest pledge provided by Suning Real Estate). China Shandong Hi-Speed Capital (HK) Limited filed a claim in the Hong Kong court for repayment of the Shandong Hi-Speed Notes.

Lenders of other Existing Indebtedness may also demand immediate payment of the outstanding principal, accrued interest and all other amounts accrued or outstanding.

As a result of the above, certain triggering events have occurred under the Bonds. The Trustee may (and if so requested in writing by holders of at least twenty-five per cent. in aggregate principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution), by written notice to the Issuer and the Guarantor, declare the principal of and any accrued and unpaid interest on the Bonds immediately due and payable. As at the date of this announcement, no such notice has been received by the Issuer and the Guarantor.

The Issuer and the Guarantor are facing a liquidity issue, and their existing internal resources would not be sufficient to repay the Bonds as they fall due.

The Guarantor is in active talks with its creditors and a financial creditor committee is in the process of being formed. The formation of the financial creditor committee is to deal with debt exposures of Suning Group orderly (which includes its offshore debt). To protect the interests of the Bondholders, the Guarantor is proposing to adopt a plan for the Bonds under a separate process.

The Issuer and the Guarantor are working on funding for their payment obligations under the Bonds, and conducting the Consent Solicitation to extend the maturity of the Bonds and amend certain terms of the Bonds and to suspend certain events of defaults under the Bonds for 18 months to enable the Group to implement restructuring of other debt. This will allow them to improve the Group's overall financial condition and cash flows and give it necessary financial stability to continue as a going concern. If this Consent Solicitation is not successfully consummated, the Issuer and the Guarantor will not be able to repay the Bonds at their principal amount together with accrued interest upon maturity on 11 September 2021 or (in the case where the Bondholders elect to exercise their put rights as a result of the occurrence of a Change of Control) to redeem their Bonds at 101 per cent. of their principal amount, together with accrued interest.

Proposed Amendments and Waivers

The purpose of the Consent Solicitation is, by way of certain amendments and waivers in relation to the Bond Documents, to assent and consent to:

- (a) the proposed amendments as set out in Annex II to the Consent Solicitation Memorandum together with the other amendments as set out in the Extraordinary Resolution (the “**Proposed Amendments**”); and
- (b) the proposed waivers as set out in Annex II to the Consent Solicitation Memorandum together with the other waivers as set out in the Extraordinary Resolution (the “**Proposed Waivers**”, and, together with the Proposed Amendments, the “**Proposed Amendments and Waivers**”).

The Proposed Amendments and Waivers will be effective on the Amendment Effective Date and is subject to the passing of the Extraordinary Resolution, the satisfaction of the Consent Conditions, the payment of the Consent Fee (if applicable) and the execution of the Amendment Documentation.

Eligible Bondholders

The Consent Solicitation is only being made, and the Consent Solicitation Memorandum and any other documents or materials relating to the Consent Solicitation are only for distribution or to be made available, outside the United States, to persons other than “U.S. persons” (as defined in Regulation S under the Securities Act) (all such persons, “**Eligible Bondholders**”).

Meeting

The Meeting will commence at 3 a.m. (London time) / 10 a.m. (Hong Kong time) on 20 September 2021.

At the Meeting, save as set out below under “*Circulating Resolution by Electronic Consent*”, Bondholders will be invited to consider and, if thought fit, pass the Extraordinary Resolution.

In light of the ongoing developments in relation to Coronavirus, it may become impossible or inadvisable to hold the Meeting at the offices of Linklaters, 11th Floor, Alexandra House, Chater Road, Hong Kong physically. To the extent that the Guarantor determines that it will not be possible to hold the Meeting at the offices of Linklaters, 11th Floor, Alexandra House, Chater Road, Hong Kong, the Guarantor reserves the right to hold the Meeting by audio or video conference call or other electronic means (a “**Virtual Meeting**”).

In the event that the Guarantor determines that a Virtual Meeting is required, the Trustee will prescribe further regulations to permit attendance at the Meeting by Virtual Meeting. In those circumstances, those Bondholders who have indicated that they wish to attend the meeting in person will be contacted ahead of the Virtual Meeting to provide their identification documentation and will subsequently be provided with further details about access to the Virtual Meeting by email shortly before the Virtual Meeting. By electing to attend the Virtual Meeting, each such Bondholder shall be deemed to have fully understood and consented to any process governing the Virtual Meeting. A Bondholder who has instructed and authorised the Information and Tabulation Agent to appoint its representative as such Bondholder’s proxy in respect of the Bonds in relation to the Meeting in a Consent Instruction or Ineligible Bondholder Instruction will be unaffected if the Meeting is held as a Virtual Meeting and will not be requested or required to take any further action.

In accordance with the procedures for participating in the Consent Solicitation and at the Meeting, each Bondholder must confirm whether or not it is an Eligible Bondholder in order to participate in the Consent Solicitation or otherwise vote in respect of the Consent Solicitation.

Circulating Resolution by Electronic Consent

If Electronic Consent is granted, the Extraordinary Resolution will take effect at the Electronic Consent Deadline, as if the Extraordinary Resolution was passed at the Meeting and shall be binding on all holders of the Bonds whether or not they participated in the Electronic Consent. In this circumstance, (i) the Extraordinary Resolution will not be tabled for consideration at the Meeting and (ii) the Bonds that are the subject of Consent Instructions and the Ineligible Bondholder Instructions will be unblocked.

To be passed by way of Electronic Consent, a Circulating Resolution by way of Electronic Consent requires a majority in favour consisting of not less than 90 per cent. of the aggregate principal amount of the Bonds outstanding. If passed, a Circulating Resolution by way of Electronic Consent will be binding on all Bondholders, whether or not they participated in such Electronic Consent.

Consent Conditions

The effectiveness of the Extraordinary Resolution will be conditional on:

- (a) the passing of the Extraordinary Resolution; and
- (b) (in the case of a Meeting only) the quorum required for the Meeting, and (in the case of a Meeting or an Electronic Consent) the requisite majority of votes cast at the Meeting or via the Electronic Consent being satisfied by Eligible Bondholders, irrespective of any participation by Ineligible Bondholders (including the satisfaction of such condition at the adjourned Meeting as described in “*Meeting*” below) (the “**Eligibility Condition**”),

(together, the “**Consent Conditions**”).

In the case of a Meeting where the Extraordinary Resolution is tabled for consideration, the Guarantor will announce (i) the results of the Meeting; (ii) if the Extraordinary Resolution is passed, the satisfaction (or otherwise) of the Eligibility Condition and the Consent Conditions and (iii) if the Extraordinary Resolution is passed, the Consent Conditions are satisfied and the Guarantor elects to implement the Extraordinary Resolution, the Payment Date and the Amendment Effective Date, as soon as reasonably practicable after the Meeting and following such satisfaction.

Where the Extraordinary Resolution is passed by way of Circulating Resolution by Electronic Consent and the Eligibility Condition is satisfied, the Guarantor will announce (i) the results of the Electronic Consent; (ii) the satisfaction of the Eligibility Condition and the Consent Conditions and (iii) if the Guarantor elects to implement the Extraordinary Resolution, the Payment Date and the Amendment Effective Date, as soon as reasonably practicable after the Electronic Consent Deadline.

Consent Fee

Each Eligible Bondholder from whom a valid Consent Instruction in favour of the Extraordinary Resolution is received by the Information and Tabulation Agent by or before the Consent Fee Deadline will be eligible to receive payment of an amount equal to 1.00 per cent. of the principal amount of the Bonds that are the subject of such Consent Instruction (the “**Consent Fee**”) on the Payment Date, rounded to the nearest cent with half a cent rounded upwards.

Eligible Bondholders may continue to submit Consent Instructions up to the Voting Deadline, subject to the Extraordinary Resolution not already having taken effect as a Circulating Resolution by Electronic Consent. However, Bondholders who submit a valid Consent Instruction in favour of the Extraordinary Resolution after the Consent Fee Deadline will not be eligible to receive the Consent Fee.

No vote will be cast at the Meeting as a result of a Consent Instruction received after the Voting Deadline, and accordingly any Bondholder wishing to submit a Consent Instruction and be represented at the Meeting should ensure that its Consent Instruction is submitted by the Voting Deadline.

Likewise, no vote will be cast by way of Electronic Consent as a result of a Consent Instruction received after the Electronic Consent Deadline.

Payment of the Consent Fee is conditional on the passing of the Extraordinary Resolution and otherwise as set out below.

Subject to the relevant Consent Instruction not being revoked (in the limited circumstances in which such revocation is permitted) and the passing of the Extraordinary Resolution and the satisfaction of the Consent Conditions, the Guarantor will procure the payment of the Consent Fee to the Eligible Bondholders voting in favour of the Extraordinary Resolution on the Payment Date.

Ineligible Bondholder Payment

Each Ineligible Bondholder from whom a valid Ineligible Bondholder Instruction in favour of the Extraordinary Resolution is received by the Information and Tabulation Agent by or before the Ineligible Bondholder Instruction Deadline will be eligible to receive payment of an amount equal to 1.00 per cent. of the principal amount of the Bonds that are the subject of such Ineligible Bondholder Instruction (the “**Ineligible Bondholder Payment**”) on the Payment Date, rounded to the nearest cent with half a cent rounded upwards.

Ineligible Bondholders may continue to submit Ineligible Bondholder Instructions up to the Voting Deadline, subject to the Extraordinary Resolution not already having taken effect as a Circulating Resolution by Electronic Consent. However, Ineligible Bondholders who submit a valid Ineligible Bondholder Instruction in favour of the Extraordinary Resolution after the Ineligible Bondholder Instruction Deadline will not be eligible to receive the Consent Fee.

To be eligible for the Ineligible Bondholder Payment, an Ineligible Bondholder must deliver, or arrange to have delivered on its behalf, a valid Ineligible Bondholder Instruction in favour of the Extraordinary Resolution that is received by the Information and Tabulation Agent on or before the Ineligible Bondholder Instruction Deadline and is not subsequently revoked.

An Ineligible Bondholder who submits (and does not revoke) a valid Ineligible Bondholder Instruction after the Ineligible Bondholder Instruction Deadline but by or before the Voting Deadline will not be eligible to receive the Ineligible Bondholder Payment.

Payment of the Ineligible Bondholder Payment is conditional on the passing of the Extraordinary Resolution and otherwise as set out below.

Subject to the relevant Ineligible Bondholder Instruction not being revoked (in the limited circumstances in which such revocation is permitted) and the passing of the Extraordinary Resolution and the satisfaction of the Consent Conditions, the Guarantor will procure the payment of the Ineligible Bondholder Payment to the Ineligible Bondholders voting in favour of the Extraordinary Resolution on the Payment Date.

Where payable, Ineligible Bondholder Payment is expected to be paid by or on behalf of the Guarantor to the Ineligible Bondholders in the same manner as the payment of the Consent Fee on the Payment Date.

Indicative Timetable

Announcement of Consent Solicitation

Announcement of Consent Solicitation.

27 August 2021

Notice of the Circulating Resolution by way of Electronic Consent and the Meeting and the launch announcement published on the website of the HKSE and the Consent Website and delivered to the Clearing Systems for communication to Direct Participants.

Documents (other than the draft Amendment Documentation) referred to under “*General*” in the Notice will be available on the Consent Website.

Draft Amendment Documentation available

Drafts of the Amendment Documentation available from the Consent Website.

No later than 3 September 2021

Consent Fee Deadline

Deadline for receipt by the Information and Tabulation Agent of valid Consent Instructions from Eligible Bondholders for such Eligible Bondholders to be eligible for the Consent Fee. Such Consent Instructions must be in favour of the Extraordinary Resolution in order for the Eligible Bondholder to be eligible for the Consent Fee.

4.00 p.m. (London time) on 10 September 2021

Ineligible Bondholder Instruction Deadline

Deadline for receipt by the Information and Tabulation Agent of Ineligible Bondholder Instructions from Ineligible Bondholders for such Ineligible Bondholders to be eligible for the Ineligible Bondholder Payment. Such Ineligible Bondholder Instructions must be in favour of the

4.00 p.m. (London time) on 10 September 2021

Extraordinary Resolution in order for the Ineligible Bondholder to be eligible for the Ineligible Bondholder Payment.

Voting Deadline

Deadline for receipt by the Information and Tabulation Agent of valid Consent Instructions from Eligible Bondholders for such Bondholders to be represented at the Meeting. However, Eligible Bondholders who submit a valid Consent Instruction in favour of the Extraordinary Resolution after the Consent Fee Deadline but by or before the Voting Deadline will not be eligible to receive the Consent Fee.

4.00 p.m. (London time) on 16 September 2021

An Ineligible Bondholder who submits a valid Ineligible Bondholder Instruction in favour of the Extraordinary Resolution after the Ineligible Bondholder Instruction Deadline but on or before the Voting Deadline will not be eligible to receive the Ineligible Bondholder Payment.

This will also be the deadline for making any other arrangements to attend or be represented to vote at the Meeting. However, Bondholders making such other arrangements will not be eligible to receive the Consent Fee or Ineligible Bondholder Payment (as the case may be).

The Meeting*

The Meeting to be held at the offices of Linklaters, 11th Floor, Alexandra House, Chater Road, Hong Kong (or by audio or video conference call if the Issuer elects to hold a Virtual Meeting).

From 3 a.m. (London time) / 10 a.m. (Hong Kong time) on 20 September 2021

*If Electronic Consent is granted, the Extraordinary Resolution will take effect at the Electronic Consent Deadline, as if the Extraordinary Resolution was passed at the Meeting and shall be binding on all holders of the Bonds whether or not they participated in the Electronic Consent. In such circumstance, the Extraordinary Resolution will not be tabled for consideration at the Meeting.

Announcement

Where the Extraordinary Resolution is passed by way of Circulating Resolution by Electronic Consent and the Eligibility Condition is satisfied, announcement of (i) the results of the Electronic Consent; (ii) the satisfaction of the Eligibility Condition and the Consent Conditions and (iii) if the Guarantor elects to implement the Extraordinary Resolution, the Payment Date and the Amendment Effective Date.

As soon as reasonably practicable after the Electronic Consent Deadline or the Meeting, as the case may be

In the case of a Meeting where the Extraordinary Resolution is tabled for consideration, announcement of (i) the results of the Meeting; (ii) if the Extraordinary

Resolution is passed, satisfaction (or otherwise) of the Eligibility Condition and the Consent Conditions and (iii) if the Extraordinary Resolution is passed, the Eligibility Condition and Consent Conditions are satisfied and the Guarantor elects to implement the Extraordinary Resolution, the Payment Date and the Amendment Effective Date.

Payment Date

Payment of the Consent Fee or Ineligible Bondholder Payment.

Such date as announced as soon as reasonably practicable after the Electronic Consent Deadline or the Meeting, as the case may be

Amendment Effective Date

Execution and delivery of the Amendment Documentation. On the Amendment Effective Date, the Proposed Amendments and Waivers shall become effective immediately.

Such date as announced as soon as reasonably practicable after the Electronic Consent Deadline or the Meeting, as the case may be

If a quorum is not achieved at the Meeting or the quorum is achieved and the Extraordinary Resolution is passed but the Eligibility Condition is not satisfied, the Meeting shall be adjourned and the adjourned Meeting will be held at a date which will be notified to the Bondholders in the notice of the adjourned Meeting.

Bondholders are advised to check with any bank, securities broker or other intermediary through which they hold their Bonds when such intermediary would need to receive instructions from a Bondholder in order for such Bondholder to participate in, or (in the limited circumstances in which revocation is permitted) to validly revoke their instruction to participate in, the Consent Solicitation and/or the Meeting by the deadlines specified above. The deadlines set by any such intermediary and each Clearing System for the submission and (where permitted) revocation of Consent Instructions or Ineligible Bondholder Instructions will be earlier than the deadlines above.

Unless stated otherwise, all announcements in connection with the Consent Solicitation will be made by the Guarantor by publication on the Consent Website and by delivery of a notice to the Clearing Systems for communication to Direct Participants. Copies of all announcements, notices and press releases can also be obtained from the Information and Tabulation Agent, the contact details for each of which are set out in this announcement. Significant delays may be experienced where notices are delivered to the Clearing Systems and Bondholders are urged to contact the Information and Tabulation Agent for the relevant announcements during the course of the Consent Solicitation. In addition, Bondholders may contact the Solicitation Agents for information using the contact details for which are set out in this announcement.

To be eligible for the Consent Fee or Ineligible Bondholder Payment, each Bondholder who submits a Consent Instruction or Ineligible Bondholder Instruction in favour of the relevant Extraordinary Resolutions must not attend, or seek to attend, the relevant Meeting in person or make any other arrangements to be represented at the Meeting (other than by way of its Consent Instruction or Ineligible Bondholder Instruction).

A separate instruction must be completed on behalf of each Bondholder wishing to attend the Meeting in person or appoint one or more representatives (other than the Information and Tabulation Agent or its representatives) as its proxy to attend and vote at the Meeting on its behalf. Each such instruction should also provide the full

name, email address and passport number of the attendee(s). Such Bondholders will not be eligible to receive the Consent Fee or Ineligible Bondholder Payment. By submitting such instruction, a Bondholder is deemed to consent to such information being provided to the Principal Paying Agent for creation of the voting certificate.

Consent Instructions or Ineligible Bondholder Instructions may only be submitted in the specified denominations of the Bonds, being U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof.

Bondholders are advised to read carefully the Consent Solicitation Memorandum for full details of, and information on the procedures for participating in, the Consent Solicitation.

Questions / further information

Bondholders who need assistance with respect to the procedures for participating in the Consent Solicitation or otherwise participate in the Meetings should contact the following for further information:

The Solicitation Agents

Admiralty Harbour Capital Limited, Suite 1702, Prosperity Tower, 39 Queen's Road Central, Hong Kong
(Email: suning@ahfghk.com)

CMB International Capital Limited, 45F, Champion Tower, 3 Garden Road, Central, Hong Kong (Tel: +852 3900 0864, Email: DCMs@cmbi.com.hk)

The Information and Tabulation Agent

Morrow Sodali Limited, 03 Wigmore Street, 9th Floor, London, W1U 1QS, United Kingdom and Unit 23-016, LKF Tower, 33 Wyndham Street, Central, Hong Kong (Tel: +44 20 4513 6933 (London), Tel: +852 2319 4130 (Hong Kong), Email: suning@investor.morrowsodali.com)

DEFINITIONS

Admiralty Harbour	Admiralty Harbour Capital Limited
Agency Agreement	The agency agreement dated 11 September 2018 between the Issuer, the Guarantor, the Trustee and the Agents as amended and supplemented by a supplemental agency agreement dated 4 February 2019 and a further supplemental agency agreement dated 13 March 2019
Agents	In respect of the Bonds, the Principal Paying Agent, the Registrar and the Transfer Agent
Amended and Restated Deed of Guarantee	The deed (the form of which can be obtained from the Consent Website and (if applicable) which will be produced at the Meeting) expressed to amend and restate the Deeds of Guarantee and to be entered into by the Guarantor and the Trustee to give effect to the Proposed Amendments in the event that the Extraordinary Resolution is passed at the Meeting and the Eligibility Condition is satisfied
Amended and Restated Trust Deed	The deed (the form of which can be obtained from the Consent Website and (if applicable) which will be produced at the Meeting) expressed to amend and restate the Trust Deed and to be entered into by the Issuer, the Guarantor and the Trustee to give effect to the Proposed Amendments in the event that the

	Extraordinary Resolution is passed at the Meeting and the Eligibility Condition is satisfied
Amendment Documentation	The documentation to be entered into in order to implement the Proposed Amendments, which documentation will include but are not limited to, the Amended and Restated Trust Deed and the Amended and Restated Deed of Guarantee. Copies of the Amendment Documentation will be available from the Consent Website no later than 3 September 2021
Amendment Effective Date	Where the Guarantor elects to implement the Extraordinary Resolution, such date to be announced by the Guarantor as soon as reasonably practicable after the Meeting or after the Electronic Consent Deadline
Bond Documents	The Trust Deed, the Agency Agreement and the Deeds of Guarantee
Bondholder	A holder of the Bonds as further described in the Consent Solicitation Memorandum
Bonds	U.S.\$600,000,000 7.50 per cent. Guaranteed Bonds due 2021 (ISIN: XS1843422947) issued by the Issuer and unconditionally and irrevocably guaranteed by the Guarantor
Change of Control	a “ Change of Control ” occurs when: <ul style="list-style-type: none"> (A) Mr. Zhang and Ms. Bu Yang together cease to directly or indirectly own more than 51 per cent. of the issued share capital of the Guarantor; or (B) the Guarantor consolidates with or merges into or sells or transfers all or substantially all of the Guarantor’s assets to any other person or persons; or (C) Suning.com ceases to be a Subsidiary of the Guarantor; or (D) the Issuer ceases to be a wholly-owned Subsidiary (directly or indirectly) of the Guarantor
Circulating Resolution	A resolution of Bondholders passing the Extraordinary Resolution by Electronic Consent
Clearing System Notice	In relation to each Clearing System, the notice to be sent to Direct Participants by such Clearing System on or about the date of the Consent Solicitation Memorandum informing Direct Participants of the procedures to be followed in order to participate in the Consent Solicitation or otherwise vote in respect of the Consent Solicitation
Clearing Systems	Euroclear and Clearstream, Luxembourg
Clearstream, Luxembourg	Clearstream Banking S.A.
CMBI	CMB International Capital Limited
Consent Conditions	The conditions to the effectiveness of the Extraordinary Resolution, being:

- the passing of the Extraordinary Resolution; and
- the satisfaction of the Eligibility Condition

Consent Fee	The payment, rounded to the nearest cent with half a cent rounded upwards, that the relevant Eligible Bondholders will be eligible to receive if they validly submit their Consent Instructions voting in favour of the Extraordinary Resolution on or prior to the Consent Fee Deadline, being an amount equal to 1.00 per cent. of the principal amount of the Bonds that are the subject of the Consent Instruction, which will be payable in the circumstances described in this announcement
Consent Fee Deadline	4:00 p.m. (London time) on 10 September 2021
Consent Instructions	The electronic instruction to be submitted by a Direct Participant to the Information and Tabulation Agent through Euroclear/Clearstream in the form described in the relevant Clearing System Notice in order for Eligible Bondholders holding through Euroclear/Clearstream to participate in the Consent Solicitation
Consent Solicitation	The invitation by the Guarantor to Eligible Bondholders to consent to the approval of the Extraordinary Resolution as described in the Consent Solicitation Memorandum
Consent Website	https://bonds.morrowsdali.com/suning , the website operated by the Information and Tabulation Agent for the purpose of the Consent Solicitation
Deeds of Guarantee	The deeds of guarantee dated 11 September 2018, 4 February 2019 and 13 March 2019, respectively, each between the Guarantor and the Trustee
Direct Participant	Each person who is shown in the records of the Clearing Systems as a holder of the Bonds
Electronic Consent	Consent Instructions approving the Extraordinary Resolution having been received by the Clearing Systems by or on behalf of the Bondholders of not less than 90 per cent. of the aggregate principal amount of the Bonds outstanding
Electronic Consent Deadline	The later of (a) the Consent Fee Deadline and (b) the time at which the Extraordinary Resolution is passed by way of Electronic Consent
Eligibility Condition	The condition to the effectiveness of the Extraordinary Resolution, if passed, that the quorum required for the Meeting, and the requisite majority of votes cast at the Meeting or via Electronic Consent are satisfied by Eligible Bondholders irrespective of any participation by Ineligible Bondholders (including the satisfaction of such condition at the adjourned Meeting)
Eligible Bondholder	Each Bondholder who is (i) outside the United States and not a U.S. person (as defined in Regulation S under the Securities

	Act) and (ii) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation
Euroclear	Euroclear Bank SA/NV
Euroclear/Clearstream	Euroclear or Clearstream, Luxembourg, as the case may be
Extraordinary Resolution Group	The Extraordinary Resolution relating to the Notice The Guarantor, its subsidiaries and other companies consolidated into the Guarantor's audited financial statements, on the basis that such companies are controlled by Mr. Zhang and in which the Guarantor has invested, and their subsidiaries
Guarantee	The unconditional and irrevocable guarantee provided by the Guarantor in respect of the Bonds as guarantor under the Deeds of Guarantee
Guarantor	Suning Appliance Group Co., Ltd. (苏宁电器集团有限公司), incorporated with limited liability in the People's Republic of China
HKSE, or Hong Kong Stock Exchange	The Stock Exchange of Hong Kong Limited
Hong Kong	Hong Kong Special Administrative Region of the People's Republic of China
Ineligible Bondholder	A Bondholder who is not a person to whom the Consent Solicitation is being made, on the basis that such Bondholder is either (i) a U.S. person and/or located in the United States and/or (ii) a person to whom the Consent Solicitation cannot otherwise be lawfully made
Ineligible Bondholder Instruction	The electronic instruction to be submitted by a Direct Participant to the Information and Tabulation Agent through Euroclear/Clearstream in the form described in the relevant Clearing System Notice in order for Ineligible Bondholders holding through Euroclear/Clearstream to participate in the Consent Solicitation
Ineligible Bondholder Instruction Deadline	4.00 p.m. (London time) on 10 September 2021 (subject to the right of the Guarantor to extend, re-open and/or terminate the Consent Solicitation)
Ineligible Bondholder Payment	The payment, rounded to the nearest cent with half a cent rounded upwards, that the relevant Ineligible Bondholders will be eligible to receive if they validly submit their Ineligible Bondholder Instructions voting in favour of the Extraordinary Resolution on or prior to the Ineligible Bondholder Instruction Deadline, being an amount equal to 1.00 per cent. of the principal amount of the Bonds that are the subject of the Ineligible Bondholder Instruction, which will be payable in the circumstances described in the Notice

Information and Tabulation Agent	Morrow Sodali Limited
Issuer	Granda Century Limited 格蘭達世紀有限公司
Meeting	The meeting of Bondholders convened by the Notice, to be held at the offices of Linklaters, 11th Floor, Alexandra House, Chater Road, Hong Kong on 20 September 2021 (unless the Guarantor elects to hold a Virtual Meeting) at the time specified in the Notice, and to consider and, if thought fit, pass the Extraordinary Resolution
Mr. Zhang	Mr. Zhang Jindong
Notice	The notice dated 27 August 2021 containing the Circulating Resolution by Electronic Consent and convening the Meeting
Payment Date	If the Extraordinary Resolution is passed, the Consent Conditions are satisfied and the Guarantor elects to implement the Extraordinary Resolution, the date for payment of the Consent Fee, which will be announced as soon as reasonably practicable after the Electronic Consent Deadline or the Meeting, as the case may be
PRC	The People's Republic of China, for the purposes of this announcement, excluding Hong Kong, Macau Special Administrative Region of the People's Republic of China and Taiwan
Principal Paying Agent	The Bank of New York Mellon, London Branch
Proposed Amendments	The proposed amendments as set out in Annex II in the Consent Solicitation Memorandum together with the other amendments as set out in the Extraordinary Resolution. The Proposed Amendments will take effect immediately upon the execution of the Amendment Documentation on the Amendment Effective Date
Proposed Amendments and Waivers	The Proposed Amendments and the Proposed Waivers
Proposed Waivers	The proposed waivers as set out in Annex II to the Consent Solicitation Memorandum together with the other waivers as set out in the Extraordinary Resolution. The Proposed Waivers will take effect immediately upon the execution of the Amendment Documentation on the Amendment Effective Date
Registrar	The Bank of New York Mellon SA/NV, Luxembourg Branch
Sanctions Authority	Each of the United States government, United Nations, European Union (or any of its member states), the United Kingdom, any other relevant governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions or the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the

U.S. Department of the Treasury, the United States Department of State, the United States Department of Commerce and Her Majesty's Treasury

Sanctions Restricted Person

A person or entity (a “**Person**”):

(a) that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in:

(i) the most current “Specially Designated Nationals and Blocked Persons” list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>);

(ii) the Foreign Sanctions Evaders List (which as of the date hereof can be found at: <http://www.treasury.gov/ofac/downloads/fse/fselist.pdf>);

(iii) the most current “Consolidated list of persons, groups and entities subject to EU financial sanctions” (which as of the date hereof can be found at: https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions); or

(b) that is otherwise the subject of any sanctions administered or enforced by any Sanctions Authority other than:

(X) solely by virtue of their inclusion in:

(i) the most current “Sectoral Sanctions Identifications” list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the “**SSI List**”);

(ii) Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended by Council Regulation No. 960/2014 and Council Regulation (EU) No 1290/2014 and Council Regulation (EU) No 2015/1797 (the “**EU Annexes**”); or

(iii) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes; or

(Y) solely by virtue of (A) them being the subject of restrictions imposed by the U.S. Department of Commerce’s Bureau of Industry and Security (“**BIS**”) under which BIS has restricted exports, re-exports or transfers of certain controlled goods, technology or software to such individuals or entities; or (B) them being an entity listed in the Annex to the new Executive Order of 3 June 2021 entitled “Addressing the Threat from Securities Investments that Finance Certain Companies of the

	<p>People’s Republic of China” (known as the Non-SDN Chinese Military-Industrial Complex Companies List), which amends the Executive Order 13959 of 12 November 2020 entitled “Addressing the Threat from Securities Investments that Finance Chinese Military Companies”; or (C) them being subject to restrictions imposed on the operation of an online service, Internet application or other information or communication services in the United States directed at preventing a foreign government from accessing the data of U.S. persons</p>
Securities Act	The United States Securities Act of 1933, as amended
Solicitation Agents	Admiralty Harbour and CMBI
Subsidiary	a “ Subsidiary ” of any person means (a) any company or other business entity of which that person owns or controls (either directly or through one or more other Subsidiaries) more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such company or other business entity, or (b) any company or other business entity which at any time has its accounts consolidated with those of that person or which, under the laws, regulations or generally accepted accounting principles of the jurisdiction of incorporation of such person from time to time, should have its accounts consolidated with those of that person
Suning.com	Suning.com Co., Ltd. (苏宁易购集团股份有限公司), a joint stock company incorporated with limited liability in the PRC and became listed on the Shenzhen Stock Exchange with the stock code 002024 in 2004
Suning Group	The Guarantor, Suning Real Estate, Suning Holdings Group Co., Ltd., Suning Convenience Supermarket (Nanjing) Co., Ltd. and their subsidiaries, but excludes Suning Financial Services (Shanghai) Co., Ltd. and its subsidiaries
Suning Real Estate	Suning Real Estate Group Co., Ltd. (苏宁置业集团有限公司), a company incorporated under the laws of the PRC with unified social credit code 91320000778044143E
Transfer Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch
Trust Deed	The trust deed dated 11 September 2018 between the Issuer, the Guarantor and the Trustee as amended and supplemented by a supplemental trust deed dated 4 February 2019 and a further supplemental trust deed dated 13 March 2019
Trustee	The Bank of New York Mellon, London Branch
Voting Deadline	4.00 p.m. (London time) on 16 September 2021 (subject to the right of the Guarantor to extend, re-open and/or terminate the Consent Solicitation)

People's Republic of China, 27 August 2021

As at the date of this announcement, the sole director of the Issuer is Ms. Bu Yang.

As at the date of this announcement, the directors of the Guarantor are Ms. Bu Yang, Mr. Pei Bo and Mr. Shu Chun.

DISCLAIMER

This announcement must be read in conjunction with the Consent Solicitation Memorandum. The Consent Solicitation Memorandum contains important information which should be read carefully before any decision is made with respect to the Consent Solicitation. If any Bondholder is in any doubt as to the action it should take, it is recommended to seek its own financial advice, including in respect of any tax consequences, from its broker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser. Any individual or company whose Bonds are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if it wishes to participate in the Consent Solicitation or otherwise participate at the Meeting (including any adjourned Meeting). None of the Issuer, the Guarantor, the Solicitation Agent, the Trustee, the Agents, and the Information and Tabulation Agent expresses any opinion about the terms of the Consent Solicitation or Extraordinary Resolution or makes any recommendation whether Bondholders should participate in the Consent Solicitation or otherwise participate at the Meeting.

SOLICITATION AND DISTRIBUTION RESTRICTIONS

United States

The Consent Solicitation is only being made outside the United States, to persons other than “U.S. persons” (as defined in Regulation S under the Securities Act). Any purported participation in the Consent Solicitation resulting directly or indirectly from a violation of these restrictions will be invalid and any participation in the Consent Solicitation by a person that is located in the United States or that is a U.S. person or by any agent, fiduciary or other intermediary acting on a non-discretionary basis for a beneficial owner that is giving instructions from within the United States or that is any U.S. person will not be accepted.

Neither this announcement or the Consent Solicitation Memorandum is an offer of securities for sale in the United States or to any U.S. person. Securities may not be offered or sold in the United States absent registration or an exemption from registration. The Bonds and the Guarantee have not been, and will not be, registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, unless an exemption from the registration requirements of the Securities Act is available.

Each Bondholder participating in the Consent Solicitation will represent that it is not a U.S. person (as defined in Regulation S under the Securities Act) and is not acting for the account or benefit of any U.S. person, and that it is not located in the United States.

For the purpose of this announcement, “**United States**” means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia.

General

Nothing in this announcement nor the Consent Solicitation Memorandum constitutes or contemplates an offer of, an offer to purchase or the solicitation of an offer to sell any security in any jurisdiction and participation in the Consent Solicitation by a Bondholder in any circumstances in which such participation is unlawful will not be accepted.

In addition to the representations referred to above in respect of the United States, each Bondholder participating in the Consent Solicitation will be deemed to represent that it is an Eligible Bondholder. Any Consent Instructions or Ineligible Bondholder Instructions from a Bondholder that is unable to make these representations will not be accepted. Each of the Issuer, the Guarantor, the Solicitation Agent, the Trustee, the Agents and the Information and Tabulation Agent reserves the right, in its absolute discretion, to investigate, in relation to any submission of Consent Instructions or Ineligible Bondholder Instructions, whether any such representation given by a Bondholder is correct and, if such investigation is undertaken and as a result the

Guarantor determines (for any reason) that such representation is not correct, such Consent Instruction or Ineligible Bondholder Instructions may be rejected.

LISTING

The Bonds are currently listed on the Hong Kong Stock Exchange and, upon maturity, will be delisted from the Hong Kong Stock Exchange on 13 September 2021. The Issuer and the Guarantor will undertake to use its commercially reasonable endeavours to obtain and maintain the listing of the Bonds on Singapore Exchange Securities Trading Limited (the “SGX”) in the Amended and Restated Trust Deed. As soon as practicable after the execution of the Amendment Documentation, the Issuer and the Guarantor will apply for an approval for the Bonds to be listed on the SGX. However, no assurance can be given that such approval will be obtained. If the Issuer and the Guarantor, after having used such endeavours, have not been able to obtain the listing of the Bonds on the SGX, they will not be liable to any Bondholders or any other persons in connection therewith.