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## **SINO-OCEAN LAND TREASURE FINANCE I LIMITED**

**遠洋地產寶財I有限公司**

(incorporated with limited liability under the laws of the British Virgin Islands)

(the "**Issuer**")

**US\$700,000,000 6.000 PER CENT. GUARANTEED NOTES DUE 2024**

(**Stock code: 05782**)

(**ISIN: XS1090864528; Common Code: 109086452**)

(the "**Notes**")

unconditionally and irrevocably guaranteed by



## **SINO-OCEAN GROUP HOLDING LIMITED**

**遠洋集團控股有限公司**

(previously known as Sino-Ocean Land Holdings Limited 遠洋地產控股有限公司)

(incorporated in Hong Kong with limited liability under the Hong Kong Companies Ordinance)

(**Stock code: 03377**)

(**Debt Stock Codes: 5782, 5869, 5276, 5623, 40115, 40670, 40760, 5202**)

## **INSIDE INFORMATION CONSENT SOLICITATION IN RESPECT OF THE NOTES**

This announcement is made by Sino-Ocean Group Holding Limited 遠洋集團控股有限公司 (the "**Company**", together with its subsidiaries, the "**Group**") pursuant to Rule 13.09(2)(a) and Rule 37.47B(a) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and the Inside Information Provisions (as defined under the Listing Rules) under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

Sino-Ocean Group Holding Limited

(Incorporated in Hong Kong with limited liability under the Hong Kong Companies Ordinance)

Stock Code : 03377

Reference is made to the announcement of the Company dated 30 July 2014 in relation to the listing of the Notes issued by the Issuer (which is a wholly-owned subsidiary of the Company) and guaranteed by the Company.

Capitalised terms used in this announcement but not defined have the meanings given to them in the consent solicitation memorandum dated 26 July 2023 (the “**Consent Solicitation Memorandum**”) or the notice of the Circulating Resolution by Electronic Consent and the Meeting (the “**Notice**”).

### **The Consent Solicitation**

It is hereby announced that the Issuer is conducting a consent solicitation (the “**Consent Solicitation**”) to invite each holder 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 (the “**Eligible Noteholders**”) of the Notes to consent to the Proposed Amendments and Waivers relating to the Notes as set out in the Consent Solicitation Memorandum.

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.

### ***Rationale for Proposed Amendments and Waivers***

Since early 2022, the Group experienced liquidity pressure due to adverse market conditions, which resulted in reduced operating cash inflow and limited access to external capital to refinance its existing indebtedness. The Group has been in active discussions with its creditors to address these challenges and has been striving to mitigate the impact from such adverse market conditions; however, despite these efforts to enhance its liquidity position, there are uncertainties over debt refinancing and challenging operating and funding conditions and the Group’s liquidity pressure persists.

The Issuer is therefore soliciting consent from the Noteholders to approve, by the Extraordinary Resolution by way of Circulating Resolution by Electronic Consent or, where the Extraordinary Resolution has not been approved by Electronic Consent, at the Meeting, the Proposed Amendments and Waivers. If the Extraordinary Resolution is implemented, it will allow the Group to improve financial profile and liquidity position.

If the Extraordinary Resolution is not approved by way of Electronic Consent or at the Meeting, an Event of Default is likely to occur, cross-default provisions under the Issuer’s and the Guarantor’s other existing indebtedness may be triggered and the Issuer and the Guarantor may have to enter into immediate corporate restructuring. In such an event, Noteholders may lose all or a substantial portion of their investments in the Notes. See risk factors in the Consent Solicitation Memorandum.

Sino-Ocean Land Treasure Finance II Limited 遠洋地產寶財II有限公司 (the “**2027 Notes Issuer**”) and Sino-Ocean Land Treasure IV Limited 遠洋地產寶財IV有限公司 (the “**2029 Notes Issuer**”) are concurrently soliciting consent from the holders of the outstanding 5.95 per cent. guaranteed notes due 2027 (the “**2027 Notes**”) and the outstanding 4.75 per cent. guaranteed notes due 2029 (the “**2029 Notes**”) to certain amendments and waivers in respect of the 2027 Notes and the 2029 Notes, respectively, by way of extraordinary resolutions to be considered at the respective meeting of noteholders to be held on 17 August 2023. If the extraordinary resolution proposed by the 2027 Notes Issuer or the 2029 Notes Issuer is not approved by holders of the 2027 Notes or the 2029 Notes, respectively, an event of default under the 2027 Notes and/or the 2029 Notes is likely to occur and cross-default provisions under the Company’s other indebtedness (including Notes) may be triggered.

### **Proposed Amendments and Waivers in respect of the Notes**

The Issuer is inviting Eligible Noteholders to:

- (a) approve the Proposed Amendments, including but not limited to, the following:
- (i) the first sentence in Condition 5 (*Interest*) of the Terms and Conditions shall be deleted in its entirety and replaced by the following:

“The Notes bear interest from and including July 30, 2014 at the rate of 6.000 per cent. per annum, payable semi-annually in arrear in equal instalments of US\$30.00 per Calculation Amount (as defined below) on January 30 and July 30 in each year (each an “**Interest Payment Date**”). Notwithstanding the foregoing, the interest accrued during the Interest Period from and including January 30, 2023 to but excluding July 30, 2023 shall be payable on September 30, 2023.”;
  - (ii) the second paragraph in Condition 6(A) (*Method of Payment*) of the Terms and Conditions shall be deleted in its entirety and replaced by the following:

“Interest due on an Interest Payment Date (or due on September 30, 2023 in respect of the interest accrued during the Interest Period from and including January 30, 2023 to but excluding July 30, 2023) will be paid on the due date for the payment of such interest to the Noteholder shown on the Register at the close of business on the seventh day before the due date for the payment of interest (the “**Record Date**”).”; and
- (b) irrevocably waive any default, event of default or potential event of default under, or breach or alleged breach of any of, the Terms and Conditions, the Notes, the Guarantee, the Trust Deed or the Agency Agreement that may have occurred or may occur in connection with or resulting directly or indirectly from the Proposed Amendments, and any default, event of default or potential event of default under, or breach or alleged breach of, any of the Terms and Conditions, the Notes, the Guarantee, the Trust Deed, the Agency Agreement or the Supplemental Trust Deed that may have occurred or may be continuing as at the Amendment Effective Date, whether or not specifically described in the Consent Solicitation Memorandum or the Notice.

Noteholders should refer to the Notice for full details of the Extraordinary Resolution and the Proposed Amendments and Waivers.

## Meeting

The Issuer has today published a notice of the Circulating Resolution by Electronic Consent and the Meeting of the Noteholder (the “**Notice**”) to consider and, if thought fit, pass the relevant Extraordinary Resolution. The Meeting will be held on 17 August 2023 at 4:45 p.m. (Hong Kong time) at the offices of Linklaters, 11th Floor, Alexandra House, Chater Road, Central, Hong Kong.

## Implementation of the Extraordinary Resolution

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 Noteholders whether or not they participated in the Electronic Consent. In such circumstance, the Extraordinary Resolution will not be tabled for consideration at the Meeting.

**If passed by Electronic Consent, the implementation of the Extraordinary Resolution is conditional upon (1) the passing of the Extraordinary Resolution; (2) the satisfaction of the Eligibility Condition; (3) the Issuer exercising its sole discretion to implement the Extraordinary Resolution; and (4) the execution of the Supplemental Trust Deed, and the Proposed Amendments and Waivers will take effect upon execution of the Supplemental Trust Deed, which will occur as soon as reasonably practicable after the Electronic Consent Deadline but before payment of the Consent Fees and any Ineligible Noteholder Payments.**

**If the Extraordinary Resolution is passed at the Meeting, the implementation of the Extraordinary Resolution is conditional upon (1) the passing of the Extraordinary Resolution; (2) the satisfaction of the Eligibility Condition; (3) the Issuer exercising its sole discretion to implement the Extraordinary Resolution; (4) the payment of the Consent Fees and any Ineligible Noteholder Payments; (5) the execution of the Supplemental Trust Deed; and (6) the implementation of the extraordinary resolutions in respect of both the 2027 Notes and the 2029 Notes (unless the Issuer determines in its sole and absolute discretion to waive such condition).**

Notwithstanding anything to the contrary in the Consent Solicitation Memorandum and for the avoidance of doubt, the condition described in item (6) of the foregoing paragraph is for the benefit of the Issuer only. If the Issuer decides to waive the condition described in item (6) of the foregoing paragraph, this will not constitute a material change and Noteholders will not be required to provide new Consent Instructions in relation to the Consent Solicitation. Any Consent Instructions provided prior to the waiver of such condition shall remain valid and irrevocable.

Accordingly, if the Extraordinary Resolution is not passed, the Eligibility Condition is not satisfied, or any other condition is not satisfied, no Consent Fees and Ineligible Noteholder Payments will be paid and the Extraordinary Resolution will not be implemented.

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

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

The Proposed Amendments and Waivers will be effective on the Amendment Effective Date upon the execution of the Supplemental Trust Deed and are subject to the conditions described herein. Such Proposed Amendments and Waivers once effective will be binding on all Noteholders, including those Noteholders voting against the Extraordinary Resolution or those who do not vote at all.

### **Indicative timetable**

*Noteholders should take note of the important indicative dates and times set out in the timetable below in connection with the Consent Solicitation. This timetable is subject to change and dates and times may be extended, re-opened or amended in accordance with the terms of the Consent Solicitation, as described in the Consent Solicitation Memorandum. Accordingly, the actual timetable may differ significantly from the timetable below.*

#### **Event**

#### **Dates and Time**

#### **Announcement of Consent Solicitation:**

26 July 2023

The launch announcement published on the website of the Hong Kong Stock Exchange and, together with the Notice, made available on the Consent Website and delivered to the Clearing Systems for communication to the Direct Participants.

The Consent Solicitation Memorandum made available on the Consent Website or upon request from the Information and Tabulation Agent.

Documents referred to under “Documents Available for Inspection” in the Notice made available on the Consent Website and upon request from the Information and Tabulation Agent.

## Event

## Dates and Time

### **Electronic Consent Deadline:**

4:00 p.m. (London time),  
9 August 2023

Deadline for receipt by the Information and Tabulation Agent of valid Consent Instructions from Eligible Noteholders for them to be eligible for the Consent Fee, unless Electronic Consent is not granted by such deadline. Such Consent Instructions must be in favour of the Extraordinary Resolution in order for the relevant Noteholders to be eligible for the Consent Fee, and payment of the Consent Fee will be subject to the Extraordinary Resolution being passed and the Eligibility Condition being satisfied and the other conditions set out in the Consent Solicitation Memorandum.

This will also be the deadline for receipt by the Information and Tabulation Agent of Ineligible Noteholder Instructions from Ineligible Noteholders for them to be eligible for the Ineligible Noteholder Payment, unless Electronic Consent is not granted by such deadline. Such Ineligible Noteholder Instructions must be in favour of the Extraordinary Resolution in order for the relevant Ineligible Noteholders to be eligible for the Ineligible Noteholder Payment, and payment of the Ineligible Noteholder Payment will be subject to the Extraordinary Resolution being passed and the Eligibility Condition being satisfied and the other conditions set out in the Consent Solicitation Memorandum.

*\* 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 Noteholders whether or not they participated in the Electronic Consent. In such circumstance, the Extraordinary Resolution will not be tabled for consideration at the Meeting, and the Proposed Amendments and Waivers will take effect upon execution of the Supplemental Trust Deed, which will occur as soon as reasonably practicable after the Electronic Consent Deadline but before the Payment Date.*

**Event****Dates and Time*****Voting Deadline:***

4:00 p.m. (London time),  
11 August 2023

Deadline for receipt by the Information and Tabulation Agent of valid Consent Instructions from Eligible Noteholders and Ineligible Noteholder Instructions from Ineligible Noteholders for them to attend or be represented at the Meeting.

Noteholders may continue to submit valid Consent Instructions and Ineligible Noteholder Instructions after the Electronic Consent Deadline but by or before the Voting Deadline.

However, if Electronic Consent is granted by the Electronic Consent Deadline, Noteholders whose Consent Instructions or Ineligible Noteholder Instructions in favour of the Extraordinary Resolution are received by the Information and Tabulation Agent after the Electronic Consent Deadline but by or before the Voting Deadline will not be eligible to receive any Consent Fee or Ineligible Noteholder Payment.

If Electronic Consent is not granted by the Electronic Consent Deadline, this will be the deadline for receipt by the Information and Tabulation Agent of valid Consent Instructions from Eligible Noteholders for them to be eligible for the Consent Fee. Such Consent Instructions must be in favour of the Extraordinary Resolution in order for the relevant Noteholders to be eligible for the Consent Fee, and payment of the Consent Fee will be subject to the Extraordinary Resolution being passed and the Eligibility Condition being satisfied and the other conditions set out herein.

If Electronic Consent is not granted by the Electronic Consent Deadline, this will also be the deadline for receipt by the Information and Tabulation Agent of Ineligible Noteholder Instructions from Ineligible Noteholders for them to be eligible for the Ineligible Noteholder Payment. Such Ineligible Noteholder Instructions must be in favour of the Extraordinary Resolution in order for the relevant Ineligible Noteholders to be eligible for the Ineligible Noteholder Payment, and payment of the Ineligible Noteholder Payment will be subject to the Extraordinary Resolution being passed and the Eligibility Condition being satisfied and the other conditions set out herein.



## **Event**

### ***Meeting of Noteholders:***

Time and date of the Meeting, at which the Noteholders will vote in relation to the Extraordinary Resolution.

### ***Announcement of Results:***

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

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

### ***Payment Date:***

Payment of the Consent Fees and any Ineligible Noteholder Payments.

## **Dates and Time**

4:45 p.m. (Hong Kong time),  
17 August 2023

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

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

Expected to be 18 August  
2023



## Event

### **Amendment Effective Date:**

Execution and delivery of the Supplemental Trust Deed.

On the Amendment Effective Date, the Proposed Amendments and Waivers shall become effective upon the execution of the Supplemental Trust Deed.

*For the avoidance of doubt:*

- (a) *where the Extraordinary Resolution is passed by way of Circulating Resolution by Electronic Consent, the Issuer, the Company and the Trustee will execute the Supplemental Trust Deed and the Amendment Effective Date is expected to be 11 August 2023. Such Amendment Effective Date is expected to occur before payment of the Consent Fee and any Ineligible Noteholder Payment; and*
- (b) *where the Extraordinary Resolution is passed at the Meeting, the Issuer, the Company and the Trustee will only execute the Supplemental Trust Deed after the payment of Consent Fee and any Ineligible Noteholder Payments. In this case, the Amendment Effective Date is expected to be 18 August 2023*

### **Settlement Announcement:**

Announcement of (i) the payment of the Consent Fees and any Ineligible Noteholder Payments and (ii) the execution of the Supplemental Trust Deed.

## Dates and Time

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

As soon as reasonably practicable after the Payment Date and the Amendment Effective Date

***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 Noteholders in the notice of the adjourned Meeting. Noteholders should note that the Consent Instructions or Ineligible Noteholder Instructions given in respect of the Meeting shall remain valid for any adjourned Meeting unless validly revoked in the limited circumstances in which revocation is permitted.***

***Noteholders are advised to check with any bank, securities broker or other intermediary through which they hold their Notes when such intermediary would need to receive instructions from a Noteholder in order for such Noteholder to participate in, or (in the limited circumstances in which revocation is permitted) to validly revoke their instruction to participate in, the Consent Solicitation, the Electronic Consent 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 will be earlier than the deadlines above.***

## Consent Fee and Ineligible Noteholder Payment

Subject to the conditions set out in the Consent Solicitation Memorandum, if the Issuer elects to implement the Extraordinary Resolution, the Issuer, failing whom the Company, will pay on the Payment Date the Consent Fee (being an amount equal to 0.1 per cent. of the principal amount of the Notes) to each Eligible Noteholder (other than where such Noteholder is a Sanctions Restricted Person) who has delivered, or has arranged to have delivered on its behalf, a valid Consent Instruction in favour of the Extraordinary Resolution which has been received by the Information and Tabulation Agent at or prior to the Electronic Consent Deadline (or if Electronic Consent is not granted by the Electronic Consent Deadline, the Voting Deadline) and who has not revoked such Consent Instruction in the limited circumstances in which revocation is permitted. The Consent Fees will be paid as consideration for the relevant Eligible Noteholder's agreement to the Extraordinary Resolution and is subject to the conditions as set out in the Consent Solicitation Memorandum.

The Consent Fee shall be paid by the Issuer, failing whom the Company, on the Payment Date to the relevant Clearing System for payment to the relevant Noteholder's cash account (or the account through which such Noteholder holds the Notes) in such Clearing System. For the avoidance of doubt, the payment by the Issuer, failing whom the Company of the Consent Fees and any Ineligible Noteholder Payments in full to the Clearing Systems shall discharge the Issuer's and the Company's obligation to pay such Consent Fees. Provided that the Issuer and the Company make, or have made on their behalf, full payment of the Consent Fees and any Ineligible Noteholder Payments to the Clearing Systems on or before the Payment Date, under no circumstances will any additional interest be payable to a Noteholder because of any delay in the transmission of funds from the relevant Clearing System or any other intermediary with respect to the Notes held by such Noteholder.

No Consent Fees will be paid if the Extraordinary Resolution is not passed, the Eligibility Condition is not satisfied, or any other condition is not satisfied.

Eligible Noteholders will not be eligible for the Consent Fee if they (i) appoint a proxy (other than the Information and Tabulation Agent (or its nominees)) to attend and vote at the Meeting or are not represented at the Meeting, (ii) attend the Meeting in person, (iii) submit a Consent Instruction against or abstaining from voting on the Extraordinary Resolution, or in favour of the Extraordinary Resolution but after the Electronic Consent Deadline (or if Electronic Consent is not granted by the Electronic Consent Deadline, the Voting Deadline), or do not vote at all, (iv) revoke their Consent Instructions or unblock their Notes (in the limited circumstances permitted), or (v) are Sanctions Restricted Persons. The provisions of this paragraph are without prejudice to the right of any Noteholder under the Terms and Conditions, the Meeting Provisions and the Trust Deed to arrange for the appointment of a proxy to attend and vote at the Meeting entitling it or its nominee to attend and vote at the Meeting in accordance with the provisions of the Terms and Conditions, the Meeting Provisions, the Trust Deed and the Notice.

**Eligible Noteholders are urged to deliver valid Consent Instructions in accordance with the procedures described in the Consent Solicitation Memorandum (including, where applicable, through the Clearing Systems in accordance with the procedures of, and within the time limits specified by, the Clearing Systems) for receipt by the Information and Tabulation Agent by no later than the Voting Deadline. In particular, any Consent Instruction received by the Information and Tabulation Agent after the Electronic Consent Deadline (or if Electronic Consent is not granted by the Electronic Consent Deadline, the Voting Deadline) will not be eligible for the Base Consent Fee.**

Sino-Ocean Group Holding Limited

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Stock Code : 03377

Any Noteholder who is not eligible to participate in the Consent Solicitation, on the basis that such Noteholder 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 (each an **"Ineligible Noteholder"**) may be eligible, to the extent permitted by applicable law and regulations, to receive an amount equivalent to the Consent Fee (which is an amount equal to 0.1 per cent. (the **"Ineligible Noteholder Payment"**) of the principal amount of the Notes that are the subject of the relevant Ineligible Noteholder Instruction as if it had been eligible to participate in the Consent Solicitation and participated accordingly.

To be eligible for the Ineligible Noteholder Payment, an Ineligible Noteholder must deliver, or arrange to have delivered on its behalf, a valid Ineligible Noteholder Instruction in favour of the Extraordinary Resolution that is received by the Information and Tabulation Agent at or prior to the Electronic Consent Deadline (or if Electronic Consent is not granted by the Electronic Consent Deadline, the Voting Deadline) (and who does not revoke such Ineligible Noteholder Instruction, in the limited circumstances in which revocation is permitted). An Ineligible Noteholder who submits (and does not revoke) a valid Ineligible Noteholder Instruction that is received by the Information and Tabulation Agent after the Electronic Consent Deadline (or if Electronic Consent is not granted by the Electronic Consent Deadline, the Voting Deadline) will not be eligible to receive any Ineligible Noteholder Payment.

Only Ineligible Noteholders may submit Ineligible Noteholder Instructions and be eligible to receive the Ineligible Noteholder Payments. By delivering, or arranging for the delivery on its behalf, of an Ineligible Noteholder Instruction in accordance with the procedures described below, a Noteholder shall be deemed to agree, acknowledge and represent to the Issuer, the Company, the Information and Tabulation Agent, the Trustee, the Agents and the Solicitation Agent that it is an Ineligible Noteholder.

The Ineligible Noteholder Payment will be paid as consideration for the relevant Ineligible Noteholder's agreement to the Extraordinary Resolution and is subject to the conditions as set out in the Notice. No Ineligible Noteholder Payment will be paid if the Extraordinary Resolution is not passed, the Eligibility Condition is not satisfied, or any other condition is not satisfied.

Ineligible Noteholders will not be eligible for the Ineligible Noteholder Payment if they (i) appoint a proxy (other than the Information and Tabulation Agent (or its nominees)) to attend and vote at the Meeting or are not represented at the Meeting, (ii) attend the Meeting in person, (iii) submit an Ineligible Noteholder Payment against or abstaining from voting on the Extraordinary Resolution, or in favour of the Extraordinary Resolution but after the Electronic Consent Deadline (or if Electronic Consent is not granted by the Electronic Consent Deadline, the Voting Deadline), or do not vote at all, (iv) revoke their Ineligible Noteholder Instructions or unblock their Notes (in the limited circumstances permitted), or (v) are Sanctions Restricted Persons. The provisions of this paragraph are without prejudice to the right of any Noteholder under the Terms and Conditions, the Meeting Provisions and the Trust Deed to arrange for the appointment of a proxy to attend and vote at the Meeting entitling it or its nominee to attend and vote at the Meeting in accordance with the provisions of the Terms and Conditions, the Meeting Provisions, the Trust Deed and the Notice.

Where payable, Ineligible Noteholder Payments are expected to be paid by the Issuer, failing whom the Company, to the Ineligible Noteholder in the same manner as the payment of the Consent Fees.

Each relevant Direct Participant must look solely to Euroclear or Clearstream, as the case may be (or, in the case of Noteholders that are not Direct Participants, the Direct Participant or other intermediary through which they hold their Notes) for its share of the aggregate payments made by the Issuer, failing whom the Company, to Euroclear and Clearstream, respectively, in respect of the relevant Consent Fees or Ineligible Noteholder Payments. Under no circumstances will any interest be payable because of any delay by Euroclear or Clearstream, or any other party in the transmission of funds to Noteholders.

### **Further details**

For a detailed statement of the terms and conditions of the Consent Solicitation and the Proposed Amendments and Waivers, Noteholders should refer to the Consent Solicitation Memorandum and the Notice. The Consent Solicitation Memorandum will be available to the Eligible Noteholders via the Consent Website: <https://projects.morrowsodali.com/sinoceanland>.

**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 Noteholder is in any doubt as to the action it should take or is unsure of the impact of the implementation of the Consent Solicitation or the Circulating Resolution, it is recommended to seek its own financial and legal advice, including as to any tax consequences, from its broker, bank manager, solicitor, accountant or other independent financial or legal adviser. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to participate in the Consent Solicitation. None of the Solicitation Agent, the Information and Tabulation Agent, the Trustee, the Issuer or the Company makes any recommendation whether Noteholders should participate in the Consent Solicitation.

Consent Instructions and/or Ineligible Noteholder Instructions must be submitted in respect of a principal amount of Notes of no less than US\$200,000, being the minimum denomination of the Notes, and may be submitted in integral multiples of US\$1,000 thereafter. Consent Instructions and/or Ineligible Noteholder Instructions which relate to a principal amount of Notes of less than such minimum principal amount will be rejected.

Consent Instructions and/or Ineligible Noteholder Instructions submitted will be irrevocable from the time submitted, except in the limited circumstances described herein.

The Company has engaged Haitong International Securities Company Limited to act as the solicitation agent (the **"Solicitation Agent"**) and Morrow Sodali Limited to act as the information and tabulation agent (the **"Information and Tabulation Agent"**) for the Consent Solicitation. Should Noteholders have any questions please contact the Information and Tabulation Agent for the Consent Solicitation, Morrow Sodali Limited (telephone: +44 20 4513 6933 (London) or +852 2319 4130 (Hong Kong); email: [sinoceanland@investor.morrowsodali.com](mailto:sinoceanland@investor.morrowsodali.com); Consent Website: <https://projects.morrowsodali.com/sinoceanland>). Any questions concerning the terms of the Consent Solicitation may be directed to the Solicitation Agent for the Consent Solicitation, Haitong International Securities Company Limited, 28/F, One International Finance Centre, No. 1 Harbour View Street, Central, Hong Kong (telephone: +852 2840 1680 (Hong Kong); attention: DCM — Project Sail; email: [sinoceangroup.LM@htisec.com](mailto:sinoceangroup.LM@htisec.com)).

This announcement is not a solicitation of consent with respect to the Notes. The Consent Solicitation is being made solely through the Consent Solicitation Memorandum, which sets forth a detailed description of the terms of the Consent Solicitation.

The distribution of this announcement in certain jurisdictions may be restricted by law. Persons who comes into possession of this announcement are required to inform themselves about, and to observe, any such restrictions. Nothing in this announcement 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 Noteholder in any circumstances in which such participation is unlawful will not be accepted. In any jurisdiction where the securities, blue sky or other laws require the Consent Solicitation to be made by a licensed broker or dealer, and the Solicitation Agent or any of its affiliates is such a licensed broker or dealer in such jurisdiction, the Consent Solicitation shall be deemed to be made on behalf of the Issuer in such jurisdiction by the Solicitation Agent or the relevant affiliate (where it is so licensed).

The results of the Consent Solicitation will be published on the website of the Hong Kong Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk), the website of the Company at [www.sinooceangroup.com](http://www.sinooceangroup.com), and the Consent Website.

**There is no assurance that the requisite consents necessary for the Proposed Amendments and Waivers will be obtained, the Eligibility Condition will be satisfied, the Consent Fees or Ineligible Noteholder Payments will be paid or the Extraordinary Resolution will be implemented. Noteholders, shareholders of the Company, holders of debt securities of the Group and potential investors are advised to exercise caution when dealing in the securities of the Company.**

By order of the Board  
**Sino-Ocean Group Holding Limited**  
**SUM Pui Ying**  
*Company Secretary*

Hong Kong, 26 July 2023

*As at the date of this announcement, the board of the directors of the Issuer comprises Mr. LI Ming, Mr. YANG Leyu and Ms. LIU Cheuk Kei, Chloe.*

*As at the date of this announcement, the board of directors of the Company comprises Mr. LI Ming, Mr. WANG Honghui, Mr. CUI Hongjie and Ms. CHAI Juan as executive directors; Mr. ZHAO Peng, Mr. ZHANG Zhongdang, Mr. YU Zhiqiang and Mr. SUN Jinfeng as non-executive directors; and Mr. HAN Xiaojing, Mr. JIN Qingjun, Mr. LYU Hongbin, Mr. LIU Jingwei and Mr. JIANG Qi as independent non-executive directors.*