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SHIMAO GROUP HOLDINGS LIMITED

世茂集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 813)

**INSIDE INFORMATION
PROPOSED TERMS FOR THE RESTRUCTURING OF
OFFSHORE DEBT**

This announcement is made by Shimao Group Holdings Limited (the “**Company**”) pursuant to Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

INTRODUCTION

The Company and its advisors have been engaged in dialogue with its stakeholders on the proposed restructuring of its offshore debt (the “**Offshore Debt**”), in an effort to reach a solution under which all of its stakeholders will be treated fairly. The particulars of the Offshore Debt, comprising indebtedness of the Company, Shimao Property Holdings (BVI) Limited (“**Propco**”) and Shimao Investment Holdings Limited (“**Investco**”), are listed in Schedule 4 to the CSA (as defined below).

Having considered the prevailing market conditions and the Company’s projected cash flow, and following extensive discussions with offshore creditors, the Company has prepared a creditor support agreement (the “**CSA**”) (a copy of which is set out in the Appendix to this announcement) to be signed by, among others, the persons holding beneficial interests (or, with respect to the Loans, legal and beneficial interests) as principal in Offshore Debt that are in support of the Proposal (each a “**Participating Creditor**”) and the Company, under which each Participating Creditor is expected to, among other things:

- (1) use all commercially reasonable endeavours in order to support, facilitate, implement or otherwise give effect to the Proposal; and
- (2) vote in favour of the Proposal in respect of the aggregate outstanding principal amount of the relevant Offshore Debt in which it holds a beneficial (or, with respect to the Loans, legal and beneficial interests) as principal for the purposes of voting its holdings at the Scheme Record Time.

The Company formulated a restructuring proposal (the “**Proposal**”) for the Offshore Debt as set out in the term sheet (“**Term Sheet**”) annexed to the CSA with the key terms summarised below.

Unless otherwise defined herein, capitalized terms used in this announcement shall have the same meanings as defined under the CSA.

THE PROPOSAL

The Proposal is expected to be implemented through a scheme of arrangement in Hong Kong and/or such other equivalent process in any jurisdiction in which it may be necessary to effect the Proposal.

Under the Proposal, the Company seeks to restructure:

- (1) the outstanding principal amount of the Offshore Debt held by the Scheme Creditors (as defined below) at the Scheme Record Time (together in aggregate, the “**Scheme Creditors’ Principal Amount**”, and with respect to each Scheme Creditor, the “**Scheme Creditor Principal Amount**”); and
- (2) all accrued and unpaid interest (the “**Accrued Interest**”, together with the Scheme Creditors’ Principal Amount, the “**Scheme Creditors’ Claims**”) at the original interest rate on the Offshore Debt up to (but excluding) the restructuring effective date (“**RED**”).

Under the Proposal, four options (each, an “**Option**” and, collectively, the “**Options**”) will be offered to persons holding beneficial interests (or, with respect to the Loans, legal and beneficial interests) as principal in Offshore Debt as at the Scheme Record Time (the “**Scheme Creditors**”) in accordance with the Scheme Creditors’ election as set out in the Term Sheet. These options have been set up to accommodate the different preferences and needs of the Scheme Creditors. The principal terms of the four options are summarised below.

Option 1 – Short Term Instrument

At the Scheme Creditor’s election, short term instrument (the “**Short Term Instrument**”) in the form of either short term notes (the “**Short Term Notes**”) or short term loan (the “**Short Term Loan**”), in a principal amount equal to 100% of the Scheme Creditor Principal Amount of the portion of the Scheme Creditor Claim (the “**Option 1 Entitlement**”).

The Short Term Notes and the Short Term Loan will be issued by the Company with a tenor of 6 years. The aggregate principal amount of Short Term Notes and Short Term Loan allocated to all Scheme Creditors under the Option 1 and the Option 4 (see below) shall not exceed US\$3.0 billion. The Short Term Instrument allocated to each Scheme Creditor under Option 1 is subject to the amount of Short Term Instrument allocated to all Scheme Creditors under the Option 4 and fallback mechanism such that excess amount of the Scheme Creditor Principal Amount that cannot be exchanged into the Short Term Instrument shall be allocated to the Option 2. The details of such fallback mechanism are set out in the Term Sheet.

Interest will be accrued and payable semi-annually in arrears on an amount equal to 50% of the outstanding principal amount of the Short Term Notes or the Short Term Loan (as the case may be) in the following manner:

- for the first four years after the RED: either in cash or in kind at the election of the Company; and
- starting from the fifth year after the RED: fully in cash;

at the following interest rates:

- 5.0% per annum if interest will be fully paid in cash; or
- 6.0% per annum if any portion of the interest is paid in kind.

Mandatory redemption of the Short Term Notes

The Company will redeem on or prior to each Mandatory Redemption Date as set out in the table below, the Short Term Notes in an aggregate principal amount of no less than the principal amount set forth below at a redemption price equal to 50% of the principal amount of the Short Term Notes redeemed, plus any accrued and unpaid interest on 50% of the outstanding principal amount of the Short Term Notes so redeemed up to (but excluding) such Mandatory Redemption Date.

Mandatory Redemption Date	Principal amount to be redeemed (% of Original Issue Amount, on a cumulative basis)
4th anniversary date of the RED	33%
5th anniversary date of the RED	66%
6th anniversary date of the RED	100%

Repayment of the Short Term Loan

The Company will, on or prior to each Repayment Date, repay no less than the Repayment Amount as set forth in the schedule below at a repayment price equal to 50% of the principal amount of the Short Term Loan, plus any accrued and unpaid interest on 50% of the outstanding principal amount of the Short Term Loan up to (but excluding) such Repayment Date.

Repayment Date	Repayment Amount (% of Original Issue Amount, on a cumulative basis)
4th anniversary date of the RED	33%
5th anniversary date of the RED	66%
6th anniversary date of the RED	100%

Option 2 – Long Term Instrument

At the Scheme Creditor’s election, long term instrument (the “**Long Term Instrument**”) in the form of either long term notes (the “**Long Term Notes**”) or long term loan (the “**Long Term Loan**”), in a principal amount equal to 100% of the Scheme Creditor Principal Amount of the portion of the Scheme Creditor Claim (the “**Option 2 Entitlement**”).

The Long Term Notes and the Long Term Loan will be issued by the Company with a tenor of 9 years. The aggregate principal amount of Long Term Notes and Long Term Loan allocated to all Scheme Creditors under the Option 2 and the Option 4 (see below) shall not exceed US\$4.0 billion. The Long Term Instrument allocated to each Scheme Creditor under Option 2 is subject to the amount of Long Term Instrument allocated to all Scheme Creditors under the Option 4 and fallback mechanism such that excess amount of the Scheme Creditor Principal Amount that cannot be exchanged into the Long Term Instrument shall be allocated to the Option 3. The details of such fallback mechanism are set out in the Term Sheet.

Interest will be accrued and payable semi-annually in arrears on the outstanding principal amount of the Long Term Instrument in the following manner:

- for the first six years after the RED: 3.0% per annum, entirely in kind; and
- starting from the seventh year after the RED: 2.0% per annum, entirely in cash.

Tenor and Original Issue Amount of each tranche of the Long Term Notes

- 7-year Series A Long Term Notes in principal amount equal to 25% of the Original Issue Amount of the Long Term Notes, due 7 years after the RED;
- 8-year Series B Long Term Notes in principal amount equal to 37.5% of the Original Issue Amount of the Long Term Notes, due 8 years after the RED; and
- 9-year Series C Long Term Notes in principal amount equal to 37.5% of the Original Issue Amount of the Long Term Notes, due 9 years after the RED.

Repayment Schedule of the Long Term Loan

Repayment Date	Repayment Amount (% of Original Issue Amount, on a cumulative basis)
7th anniversary date of the RED	25%
8th anniversary date of the RED	62.5%
9th anniversary date of the RED	100%

Option 3 – Mandatory Convertible Bonds

Zero coupon mandatory convertible bonds (“**Mandatory Convertible Bonds**”) that are convertible into new shares of the Company, in a principal amount equal to 100% of the Scheme Creditor’s Principal Amount of the portion of the Scheme Creditor Claim so elected by such Scheme Creditor (the “**Option 3 Entitlement**”).

Tenor of the Mandatory Convertible Bonds

The Mandatory Convertible Bonds has a term of one year.

Voluntary Conversion

Any holder of the Mandatory Convertible Bonds may deliver a conversion notice to convert all or part of the Mandatory Convertible Bonds it holds into shares of the Company (the “**New Listco Shares**”) at the conversion price of HK\$8.5 per share within 15 business days from the later of (a) the Original Issue Date of the Mandatory Convertible Bonds and (b) the date when the conditional listing approval from The Stock Exchange of Hong Kong Limited in respect of the New Listco Shares underlying the Mandatory Convertible Bonds becomes unconditional and fully effective.

Mandatory Conversion

The Mandatory Convertible Bonds that are outstanding post the Voluntary Conversion (the “**Remaining MCB Issue Amount**”) shall be mandatorily converted into New Listco Shares by instalments in accordance with the following schedule:

Mandatory Conversion Date	Remaining MCB Issue Amount to be converted	Conversion Price
The date falling 3 months after the original issue date	25% of the Remaining MCB Issue Amount	HK\$8.5
The date falling 6 months after the original issue date	25% of the Remaining MCB Issue Amount	HK\$8.5
The date falling 9 months after the original issue date	25% of the Remaining MCB Issue Amount	HK\$8.5
The date falling 12 months after the original issue date	25% of the Remaining MCB Issue Amount	HK\$8.5

The conversion price may be adjusted in certain circumstances including stock split, consolidation, dividend and new equity issuance at less than certain issue price below market price.

The Mandatory Convertible Bonds shall not be redeemed unless and until all the Short Term Instrument and the Long Term Instrument are fully repaid and/or cancelled.

Option 4 – Combination of different securities

A fixed combination of different securities in an aggregate principal amount equal to 100% of the Scheme Creditor Principal Amount of such Scheme Creditor, comprising Short Term Instrument (in the form of either Short Term Notes or Short Term Loan at such Scheme Creditor’s election) in a principal amount equal to 25% of such Scheme Creditor Principal Amount, Long Term Instrument (in the form of either Long Term Notes or Long Term Loan at such Scheme Creditor’s election) in a principal amount equal to 35% of such Scheme Creditor Principal Amount and Mandatory Convertible Bonds in principal amount equal to 40% of such Scheme Creditor Principal Amount (the “**Option 4 Entitlement**”).

Conversion of Shareholder Loans

Mr. Hui Wing Mau (the “**Controlling Shareholder**”), the controlling shareholder of the Company, has through companies wholly owned by him provided loans in the aggregate principal amount of HK\$3,963 million to the Company, and loans in the aggregate principal amount of HK\$3,839 million to subsidiaries of the Company (together, the “**Shareholder Loans**”).

The Controlling Shareholder will exchange (i) US\$600 million principal amount of outstanding Shareholder Loans into US\$600 million principal amount of new long term notes (the “**Long Term Notes B**”) and (ii) the aggregate principal amount of outstanding Shareholder Loans less US\$600 million into such principal amount of Mandatory Convertible Bonds.

The Long Term Notes B will be issued by the Company and has a tenor of 9.5 years after the RED and interest shall be accrued and payable semi-annually in arrears on the outstanding principal amount of the Long Term Notes B entirely in kind starting from the RED at 2.0% per annum. Save for the tenor, interest and the optional redemption provision, the other key terms of the Long Term Notes B are the same as the Long Term Notes.

Consent Fee

Early consent fee

The Company will, in accordance with the terms of the CSA, pay or procure the payment of an Early Consent Fee (as defined under the CSA) to each Participating Creditor who validly hold Eligible Participating Debt (as defined under the CSA) as of the Early Consent Fee Deadline (as defined under CSA), comprising:

- (1) an amount in cash equal to 0.1% of the Scheme Creditor Principal Amount of the Eligible Participating Debt of such Participating Creditor; and
- (2) Short Term Instrument (in the form of either Short Term Notes or Short Term Loan at such Scheme Creditor’s election) in a principal amount equal to 1.0% of the Scheme Creditor Principal Amount of the Eligible Participating Debt to each Participating Creditor.

Base consent fee

The Company will, in accordance with the terms of the CSA, pay or procure the payment of a Base Consent Fee (as defined under the CSA) to each Participating Creditor who validly hold Eligible Participating Debt as of the Base Consent Fee Deadline (as defined under CSA), comprising:

- (1) an amount in cash equal to 0.1% of the Scheme Creditor Principal Amount of the Eligible Participating Debt of such Participating Creditor; and
- (2) Short Term Instrument (in the form of either Short Term Notes or Short Term Loan at such Scheme Creditor’s election) in a principal amount equal to 0.5% of the Scheme Creditor Principal Amount of the Eligible Participating Debt of such Participating Creditor.

Guarantees and Collateral

Certain subsidiaries of the Company will provide guarantees for the Short Term Instrument, the Long Term Instrument and the Long Term Notes B. The details of the guarantees and collateral are set out in the Term Sheet.

Limitation on Use of Proceeds and Cash Sweep

Under the Proposal, proceeds from the disposal of certain Specified Assets (as defined in the Term Sheet), the TWP Surplus Cash Flow (as defined in the Term Sheet), proceeds from the Specified Offshore Debt Financing (as defined in the Term Sheet), proceeds from the disposal of certain shares in Shimao Services Holdings Limited (“SSHL”) or dividends received from SSHL, and proceeds from the disposal of shares in Shanghai Shimao Co., Ltd. (“**Shanghai Shimao**”) or dividends received from Shanghai Shimao shall be applied towards:

- (1) (i) payment of the interest due in the following six months on a *pro rata* basis according to the Original Issue Amounts of the Short Term Notes and the Short Term Loan, and/or (ii) repayment, prepayment or repurchase of the Short Term Notes and the Short Term Loan on a *pro rata* basis according to their respective Original Issue Amounts;
- (2) following repayment in full of the Short Term Instrument, repayment, prepayment or repurchase of the Long Term Notes and the Long Term Loan on a *pro rata* basis according to their respective Original Issue Amounts, *provided that* the portion of the proceeds or dividends used to repay or repurchase the Long Term Notes shall always be allocated to the series of Long Term Notes with the earliest maturity; and
- (3) following repayment in full of the Long Term Instrument, repayment, prepayment or repurchase the Long term Note B.

Details of the above arrangements are set out in the Term Sheet.

SUPPORT OF THE PROPOSAL

The Company believes that the Proposal represents a reasonable and realistic solution for the compromise of the Offshore Debt, having taken into account the expected conditions in the property market in China and the Company’s cashflow position. The Company considers that implementation of the Proposal would allow the Company to comprehensively improve its capital structure, enable the Company to better manage its operations and deliver long-term value for its stakeholders (including its offshore creditors).

The Company has appointed Kroll Issuer Services Limited as the Information Agent who will be responsible for collecting, via the Transaction Website (as defined below) Accession Letters, valid Evidence of Holding and/or Transfer Notices (as applicable) from Scheme Creditors and answering any questions regarding the process. The CSA will be made available on the website, operated by the Information Agent for the purpose of the CSA (the “**Transaction Website**”).

The contact details of the Information Agent are set out below:

Kroll Issuer Services Limited

Transaction Website: <https://deals.is.kroll.com/shimaogroup>

Address: Level 3, Three Pacific Place, 1 Queen’s Road East, Wan Chai, Hong Kong

Email: shimaogroup@is.kroll.com

Tel: +852 2281 0114 / +44 20 7704 0880

The Company urges the relevant creditors to seriously consider the terms of the Proposal and support the implementation of the Proposal. They are encouraged to contact the Information Agent if they decide to participate in the implementation of the Proposal and sign the CSA. Any requests for information on the Proposal can be directed to the Company's financial advisor.

The contact details of the Company's financial advisor are set out below:

Admiralty Harbour Capital Limited

Address: 17/F, Prosperity Tower, 39 Queen's Road Central, Hong Kong

Email: shimao@ahfghk.com

The Proposal is subject to acceptance by the Scheme Creditors and may or may not proceed in its original form. Shareholders and other investors are reminded to exercise caution when dealing in the securities of the Company. When in doubt, shareholders and other investors are advised to seek professional advice from their own professional or financial advisors.

Further announcement(s) will be made by the Company to inform shareholders and other investors of the Company of any material development on the Proposal as and when appropriate.

On behalf of the Board
Shimao Group Holdings Limited
Hui Sai Tan, Jason
Vice Chairman and President

Hong Kong, 25 March 2024

As at the date of this announcement, the Board of the Company comprises four Executive Directors, namely, Mr. Hui Wing Mau (Chairman), Mr. Hui Sai Tan, Jason (Vice Chairman and President), Ms. Tang Fei and Mr. Xie Kun; one Non-executive Director, namely, Mr. Ye Mingjie; and three Independent Non-executive Directors, namely, Mr. Lyu Hong Bing, Mr. Lam Ching Kam and Mr. Fung Tze Wa.

APPENDIX
CREDITOR SUPPORT AGREEMENT

DATED 25 March 2024

SHIMAO GROUP HOLDINGS LIMITED
as the Company

SHIMAO PROPERTY HOLDINGS (BVI) LIMITED
as Propco

SHIMAO INVESTMENT HOLDINGS LIMITED
as Investco

THE PARTICIPATING CREDITORS

and

KROLL ISSUER SERVICES LIMITED
as Information Agent

CREDITOR SUPPORT AGREEMENT

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THIS AGREEMENT is dated 25 March 2024 and made between:

- (1) **SHIMAO GROUP HOLDINGS LIMITED** (formerly known as Shimao Property Holdings Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands with company number CT-140189 with its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and registered in Hong Kong as a non-Hong Kong Company with company number F13870, whose principal place of business in Hong Kong is at 38th Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong and whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (Stock Code: 813) (the “**Company**”);
- (2) **SHIMAO PROPERTY HOLDINGS (BVI) LIMITED**, a company incorporated with limited liability under the laws of the British Virgin Islands with company number 510464 with its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands and registered in Hong Kong as a non-Hong Kong Company with company number F0020087, whose principal place of business in Hong Kong is at 38th Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong (“**Propco**”);
- (3) **SHIMAO INVESTMENT HOLDINGS LIMITED**, a company incorporated with limited liability in Hong Kong with company number 0464119 (“**Investco**”);
- (4) **THE PARTICIPATING CREDITORS** as defined in the Agreement; and
- (5) **KROLL ISSUER SERVICES LIMITED**, a private limited company registered in England and Wales with company number 5098454 with its registered office at The Shard, 32 London Bridge Street, London SE1 9SG (the “**Information Agent**”).

RECITALS

- (A) The Group is a leading real estate developer in China. The Chinese property development sector is experiencing a period of unexpected volatility. The Group, faced with such unprecedented market conditions, has been in discussions with certain of its creditors with a view to stabilising the position of the Group and to formulating a long-term financially viable solution for the Group.
- (B) The Group intends to implement the Transaction in respect of the In-Scope Debt (constituting c.US\$11.5 billion) by way of a Scheme or Schemes. The Transaction shall be in respect of the In-Scope Debt borrowed by the Company, Propco and Investco. In order to implement the Transaction, the Group requires further support from creditors of the Company, Propco and Investco. As a result, during the period in which this Agreement remains in effect, the Company will engage with Scheme Creditors to obtain their agreement in the form of accession of such Scheme Creditors to this Agreement.
- (C) In order to effect the Transaction, the Participating Creditors hereby agree to take such necessary action as to facilitate the Transaction and provide such waivers and amendments in order to prevent any continuing default under the In-Scope Debt.

- (D) Given the above, the Parties have agreed to enter into this Agreement in order to obtain the requisite support for the Transaction and to facilitate the implementation of the Transaction.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

“**Acceding Creditor**” has the meaning given to it in Clause 11 (*Accession of Scheme Creditors*).

“**Accession Letter**” means a document substantially in the form set out in Schedule 2 (*Form of Accession Letter*).

“**Account Holder**” means a person who is recorded in the books of a Clearing System as being a holder of Existing Notes in an account with such Clearing System at the Scheme Record Time.

“**Account Holder Letter**” means a letter from an Account Holder on behalf of the Participating Noteholder in the form attached to the relevant Scheme Document.

“**Additional Debt**” means the aggregate remaining outstanding interest amount of no more than US\$80 million (final amount yet to be determined) which are not covered by the standby letter of credits (“letter of credits”) regarding the loans secured by letter of credits as listed in Schedule 5.

“**Affiliate**” means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

“**Aggregate Participating Debt**” means the aggregate amount of all indebtedness which constitutes “Participating Debt” under this Agreement.

“**Authorisation**” means any authorisation, clearance, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“**Base Consent Fee**” has the meaning given to it in the Term Sheet.

“**Base Consent Fee Deadline**” means 5:00 p.m. Hong Kong time on 31 May 2024, or such later date and time as the Company may elect in accordance with Clause 23.2(a)(ii) (*Exceptions*).

“**Base STI Consent Fee**” has the meaning given to it in the Term Sheet.

“**Business Day**” means a day (other than a Saturday or a Sunday) on which banks are open for general business in Hong Kong, the Cayman Islands, and New York.

“**Cayman Court**” means the Grand Court of the Cayman Islands and any court capable of hearing appeals therefrom.

“Clearing System” means any one of:

- (a) Clearstream Banking S.A.; or
- (b) Euroclear Bank SA/NV.

“Company’s Advisers” means the Company’s Counsel and the Company’s Financial Adviser.

“Company’s Counsel” means Sidley Austin and Appleby (in relation to the laws of the Cayman Islands and the British Virgin Islands).

“Company’s Financial Adviser” means Admiralty Harbour.

“Confidentiality Waivers” means any confidentiality waivers entered into between any Group Company and any other Party.

“Consent Fee” means the Early Consent Fee and/or the Base Consent Fee.

“Convening Hearing” means a hearing of an application at a Court for an order to (among other things) convene a Scheme Meeting in respect of any Scheme (as applicable).

“Court” means the Hong Kong Court, Cayman Court and/or a court in any other jurisdiction where a Scheme is proposed by the Company (as appropriate).

“Debt” means any indebtedness of any member of the Group other than any indebtedness owed by a member of the Group to another member of the Group.

“Debt Documents” means all documents, agreements and instruments governing the In-Scope Debt, including the Facility Agreements and the Indentures.

“Early Consent Fee” has the meaning given to it in the Term Sheet.

“Early Consent Fee Deadline” means 5:00 p.m. Hong Kong time on 30 April 2024, or such later date and time as the Company may elect in accordance with Clause 23.2(a)(ii) (*Exceptions*).

“Early STI Consent Fee” has the meaning given to it in the Term Sheet.

“Effective Date” has the meaning given to it in Clause 2 (*Effective Date*).

“Eligible Participating Debt” means a Participating Debt which was made subject to this Agreement by a Participating Creditor on or prior to the Base Consent Fee Deadline.

“Enforcement Action” means, any action taken under or in connection with any Debt, constituting any one or more of the following:

- (a) the acceleration of any sum payable or the making of any declaration that any sum payable is due and payable or payable on demand;

- (b) the making of any demand against any member of the Group under any guarantee or surety provided by that member of the Group;
- (c) the suing for, commencing, or joining of any legal or arbitration proceedings against any member of the Group to recover any sums payable or under any guarantee or surety provided by any member of the Group;
- (d) the taking of any steps to enforce or require the enforcement of any security granted by any member of the Group;
- (e) the levying of any attachment, garnishment, sequestration or other legal process over or in respect of any assets of the Group;
- (f) the petitioning, applying, or voting for any Insolvency Proceedings in relation to any member of the Group;
- (g) the commencing or continuation of any legal action or other proceedings against any member of the Group (or any director or officer thereof) or any of their respective assets;
- (h) joining any other entity or person in the exercise of any of the foregoing rights;
- (i) exercising any right, power, privilege or remedy in connection with the foregoing; or
- (j) directing any trustee or agent to do any of the foregoing,

other than as required to implement the Transaction, which shall be confirmed by the Company in writing.

“Existing Loans” means the debt instruments described at rows 1-16 and 27-34 (inclusive) of the In-Scope Debt.

“Existing Notes” means the debt instruments described at rows 17-26 (inclusive) of the In-Scope Debt.

“Existing Notes Trustee” means Citicorp International Limited, as trustee under each of the Indentures.

“Facility Agent” has the meaning given to the term “Facility Agent” in the Facility Agreements.

“Facility Agreements” means the facility agreements entered into in respect of the Existing Loans.

“Facility 1 Agreement” means the facility agreement entered into by Adventure Success Limited and the lender dated September 2022.

“Facility 2 Agreement” means the facility agreement entered into by Adventure Success Limited and the lender dated September 2022.

“**GAAP**” means generally accepted accounting principles in Hong Kong as in effect from time to time.

“**Governmental Body**” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency of such body, or any court or arbitrator (public or private).

“**Group**” means the Company and the Subsidiaries of the Company and **a member of the Group** means any one of them.

“**Group Company**” means any company that is a member of the Group.

“**Group Offshore Financial Indebtedness**” means any offshore financial indebtedness of an Offshore Member of the Group owed to any person which is not a member of the Group.

“**HKEX**” means the Hong Kong Exchanges and Clearing Limited.

“**Hong Kong**” means the Hong Kong Special Administrative Region.

“**Holding Company**” of any other person, means a person in respect of which that other person is a Subsidiary.

“**Hong Kong Court**” means the High Court of Hong Kong and any court capable of hearing appeals therefrom.

“**In-Scope Debt**” means any indebtedness of a Group Company under any debt instrument listed in Schedule 4 (*In-Scope Debt*) to this Agreement which may be amended from time to time by the Company in its sole discretion, by providing a written notice to the Participating Creditors.

“**Indentures**” means (i) the indenture dated as of 30 April 2021, as supplemented or amended from time to time, governing the Company’s 4.50% senior notes due 2022, (ii) the indenture dated as of 16 June 2021, as supplemented or amended from time to time, governing the Company’s zero-coupon senior notes due 2022, (iii) the indenture dated as of 3 July 2017, as supplemented or amended from time to time, governing the Company’s 4.75% senior notes due 2022, (iv) the indenture dated as of 16 September 2021, as supplemented or amended from time to time, governing the Company’s 3.975% senior notes due 2023, (v) the indenture dated as of 21 February 2019, as supplemented or amended from time to time, governing the Company’s 6.125% senior notes due 2024, (vi) the indenture dated as of 30 January 2018, as supplemented or amended from time to time, governing the Company’s 5.20% senior notes due 2025, (vii) the indenture dated as of 15 July 2019, as supplemented or amended from time to time, governing the Company’s 5.60% senior notes due 2026, (viii) the indenture dated as of 16 September 2021, as supplemented or amended from time to time, governing the Company’s 5.20% senior notes due 2027, (ix) the indenture dated as of 13 July 2020, as supplemented or amended from time to time, governing the Company’s 4.60% senior notes due 2030, and (x) the indenture dated as of 11 January 2021, as supplemented or amended from time to time, governing the Company’s 3.45% senior notes due 2031.

“Information Agent” means Kroll Issuer Services Limited, or any other person appointed by the Company to act as information agent in connection with the Scheme.

“Insolvency Proceedings” means:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, bankruptcy, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or any Group Company;
- (b) a composition or arrangement with any creditor of the Company or any Group Company, or an assignment for the benefit of creditors generally of the Company or any Group Company or a class of such creditors;
- (c) the appointment of a liquidator, restructuring officer, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of the Company or any Group Company or any of their assets;
- (d) an enforcement of any security over any assets of the Company or any Group Company; or
- (e) any procedure or step taken in any jurisdiction analogous to those set out in paragraphs (a) to (d) above.

“Investco” means Shima Investment Holdings Limited, a company incorporated with limited liability in Hong Kong with company number 0464119.

“Liability” means any debt, liability or obligation whatsoever, whether present, future, prospective or contingent.

“Lock-Up Notice” means a document substantially in the form set out in Schedule 1 (*Form of Lock-Up Notice*).

“Long Term Instrument” has the meaning given to it in the Term Sheet.

“Long Term Loans” has the meaning given to it in the Term Sheet.

“Long Term Notes” has the meaning given to it in the Term Sheet.

“Long-Stop Date” means 31 December 2024 or such later date and time as agreed by the Company and the Majority Participating Creditors (provided the Long-Stop Date shall not be extended beyond 31 December 2025).

“Majority Participating Creditors” means, at any time the Participating Creditors holding (beneficially or as principal) an aggregate outstanding principal amount of more than 50% of the outstanding principal amount of Participating Debt held in aggregate by all Participating Creditors at that time.

“Mandatory Convertible Bonds” has the meaning given to it in the Term Sheet.

“**Material Adverse Effect**” means a material adverse effect on or material adverse change in the ability of the Company or the Group taken as a whole to implement and consummate the Transaction by the Long-Stop Date.

“**Maturity Date**” means the maturity date under any of the In-Scope Debt.

“**Offshore Member of the Group**” means any member of the Group that is incorporated outside of the PRC.

“**Options**” has the meaning given to it in the Term Sheet.

“**Option 1**” has the meaning given to it in the Term Sheet.

“**Option 2**” has the meaning given to it in the Term Sheet.

“**Option 3**” has the meaning given to it in the Term Sheet.

“**Option 4**” has the meaning given to it in the Term Sheet.

“**Participant**” means:

- (a) each Participating Group Company;
- (b) each Participating Lender; and
- (c) each Participating Noteholder.

“**Participating Creditor**” means:

- (a) each Participating Lender; and
- (b) each Participating Noteholder.

“**Participating Debt**” means, in relation to a Participant, all of its Participating Noteholder Debt and Participating Lender Debt.

“**Participating Group Company**” means:

- (a) the Company;
- (b) Propco; and
- (c) Investco.

“**Participating Lender**” means any person which has become a Participating Lender in accordance with Clause 11 (*Accession of Scheme Creditors*).

“**Participating Lender Debt**” means in relation to any Participating Lender, the amount set opposite its name in any Accession Letter executed by it under this Agreement and the amount of any other Debt transferred to it after the date it became a Participating Lender, to the extent not reduced or transferred by the Participating Lender in accordance with this Agreement.

“Participating Noteholder” means any person which has become a Participating Noteholder in accordance with Clause 11 (*Accession of Scheme Creditors*).

“Participating Noteholder Debt” means, at any time, with respect to a Participating Noteholder, the aggregate principal amount of:

- (a) the Existing Notes beneficially owned by the Participating Noteholder (or, if applicable, by a beneficial owner of Existing Notes which it advises or manages) as specified in its Lock-Up Notice or Accession Letter, as applicable; and
- (b) any additional Existing Notes purchased or otherwise acquired or controlled by the Participating Noteholder (or, if applicable, by a beneficial owner of Debt which it advises or manages) after the date on which it became a Participating Noteholder,

in each case, to the extent not reduced or transferred by the Participating Noteholder in accordance with this Agreement.

“Party” means a party to this Agreement.

“PRC” means the People’s Republic of China, which, for the purposes of this Agreement, excludes Hong Kong, Macau Special Administrative Region and Taiwan.

“Proxy Form” means the proxy form submitted by a Participating Lender in the form attached to the relevant Scheme Document.

“Qualified Market-maker” means an entity that:

- (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers, and sell to customers, any of the Participating Noteholder Debt (or enter with customers into long and short positions in respect of any of the Debt, in its capacity as a dealer or market-maker in such Participating Noteholder Debt); and
- (a) is, in fact, regularly in the business of making a two-way market in any of the Participating Noteholder Debt.

“Regulator” means any merger control or tax authority or any other regulatory body whose consent or approval is necessary or desirable to implement and consummate the Transaction.

“Reservations” means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

- (b) the time barring of claims under the Limitation Ordinance (Cap. 347) of the Laws of Hong Kong, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases; and
- (d) similar principles, rights and defences under the laws of any relevant jurisdiction.

“**Sanction Hearing**” means the hearing before a Court of an application seeking the sanction of any Scheme (as applicable).

“**Sanction Order**” means the sealed copy of the order of the Court sanctioning the relevant Scheme.

“**Schemes**” means the following that may be proposed by the Company:

- (a) a scheme of arrangement in Hong Kong pursuant to section 670-674 of the Companies Ordinance (Cap. 622) of the Laws of Hong Kong (the “**Hong Kong Scheme**”); and/or
- (b) a scheme of arrangement to be effected pursuant to section 86 of the Cayman Companies Act (the “**Cayman Scheme**”); and/or
- (c) a scheme of arrangement or such other equivalent process in any jurisdiction in which it may be necessary to effect such process in order to implement the Transaction; and/or
- (d) any combination of the processes described at (a) to (c) above, including, but limited to, parallel schemes of arrangement,

in each case for the purpose of implementing the Transaction as contemplated under this Agreement in all material aspects consistent with the terms as set out in the Term Sheet, and a “**Scheme**” means any of the foregoing (as applicable).

“**Scheme Creditor Claim**” has the meaning given to it in the Term Sheet.

“**Scheme Creditor Principal Amount**” has the meaning given to it in the Term Sheet.

“**Scheme Creditors**” means creditors of the In-Scope Debt whose claims are (or will be) the subject of any Scheme or Schemes (as applicable); and “**Scheme Creditor**” means any of them.

“**Scheme Document**” means the composite document to be circulated by the Company to the Participants in relation to any Scheme or Schemes (as applicable), which will include (among other things) an explanatory statement and the terms of any Scheme.

“**Scheme Meeting**” means a meeting of the Scheme Creditors to vote on any Scheme or Schemes (as applicable) convened pursuant to an order of a Court (and any adjournment of such meeting); and “**Scheme Meetings**” means the one or more of the foregoing.

“**Scheme Record Time**” means the time designated by the Company for the determination of the Participants’ claims for the purposes of voting at any Scheme Meeting.

“**Short Term Instrument**” has the meaning given to it in the Term Sheet.

“**Short Term Loans**” has the meaning given to it in the Term Sheet.

“**Short Term Notes**” has the meaning given to it in the Term Sheet.

“**Subsidiary**” means, with respect to any person, (a) any corporation, association or other business entity which is “controlled” and consolidated by such person in accordance with GAAP.

“**Super Majority Participating Creditors**” means, at any time:

- (a) the Participating Lender or the Participating Lenders holding greater than 75% of the Participating Lender Debt; and
- (b) the Participating Noteholder or the Participating Noteholders holding greater than 75% of the Participating Noteholder Debt.

“**Termination Date**” means the date on which this Agreement is terminated in accordance with Clause 13 (*Termination*).

“**Term Sheet**” means the term sheet as set out in Schedule 6 (*Transaction Term Sheet*).

“**Transaction**” means the restructuring of the In-Scope Debt, to be conducted materially in the manner envisaged by, and materially on the terms as set out in Schedule 6 (*Transaction Term Sheet*) and to be implemented by way of the Transaction Documents.

“**Transaction Documents**” means this Agreement, the Scheme Document, and all documents, agreements and instruments necessary or desirable to implement and consummate the Transaction in accordance with this Agreement and the Term Sheet.

“**Transaction Effective Date**” means the date on which the Company notifies the Majority Participating Creditors in writing that all the Transaction Documents are unconditional and effective in accordance with their terms.

“**Transaction Website**” means <https://deals.is.kroll.com/shimaogroup>.

“**Transfer**” has the meaning given to it in Clause 8.1(a) (*Restrictions on dealing with Participating Debt*).

“**Transfer Notice**” means a document substantially in the form set out in Schedule 3 (*Form of Transfer Notice*).

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) “**Schedules**” are to the schedules to this Agreement, which form part of this Agreement and have the same force and effect as if set out in the body of this Agreement;
 - (ii) a “**Clause**” or “**sub-paragraph**” is a reference to a clause or sub-paragraph of this Agreement;
 - (iii) any “**Lender**”, “**Noteholder**”, the “**Facility Agent**” or any “**Party**” shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
 - (iv) “**include**” or “**including**” (or any similar term) are not to be construed as implying any limitation;
 - (v) “**assets**” includes present and future properties, revenues and rights of every description;
 - (vi) a document or any other agreement or instrument is a reference to that document or other agreement or instrument as amended from time to time;
 - (vii) an amendment includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement, and “**amended**” will be construed accordingly;
 - (viii) “**guarantee**” means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - (ix) “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (x) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (xi) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency,

department or of any regulatory, self-regulatory or other authority or organisation;

(xii) “**shares**” or “**share capital**” includes equivalent ownership interests (and “**shareholder**” and similar expressions shall be construed accordingly);

(xiii) a provision of law is a reference to that provision as amended or re-enacted; and

(xiv) words in singular shall include the plural and *vice versa*.

(xv) a time of day is a reference to Hong Kong time.

(b) Section, Clause and Schedule headings are for ease of reference only.

1.3 Third-party rights

Save as otherwise expressly provided in this Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any term of this Agreement.

2. Effective Date

2.1 This Agreement bears the date on which it is executed by each Participating Group Company.

2.2 The provisions of this Agreement shall become effective and legally binding on the Participants on the date and time on which each Participating Group Company (or the Company’s Adviser) has received a copy of this Agreement duly executed by each Participating Group Company (the “**Effective Date**”).

2.3 Provided the Effective Date has occurred, this Agreement will become effective and legally binding on an Acceding Creditor on the date that it has duly completed and executed an Accession Letter (and, in the case of a Participating Noteholder, a Lock-up Notice) and has delivered such document in accordance with Clause 11 (*Accession of Scheme Creditors*).

3. Relationship with other documents

3.1 Subject to the terms of this Agreement, the Debt Documents shall continue in full force and effect.

3.2 Until the Termination Date, unless a contrary indication appears in this Agreement, in the event of any inconsistency between this Agreement and any Debt Document, this Agreement shall prevail.

4. Participant’s rights and obligations

4.1 The agreements, representations, warranties and obligations of each Participant under this Agreement are several. Failure by a Participant to perform its obligations under this Agreement does not affect the obligations of any other Party under this

Agreement. No Participant is responsible for the obligations of any other Participant under this Agreement.

4.2 The rights of each Participant under or in connection with this Agreement are separate and independent rights. A Participant may separately enforce its rights under this Agreement.

4.3 Each Participating Creditor agrees that it shall accede to this Agreement in respect of all In-Scope Debt it holds a beneficial or legal interest in from the date it first accedes to this Agreement until the Termination Date.

5. General undertakings

5.1 Support for the Transaction

Until the Termination Date:

- (a) each Participant shall promptly take all actions which it is reasonably requested by any of the Participating Group Companies to take in order to support, facilitate, implement, consummate or otherwise give effect to the Transaction, including, without limitation:
 - (i) preparing and filing for any approval in order to obtain any Authorisation required by the Term Sheet or otherwise required to give effect to the Transaction;
 - (ii) instructing the Company's Counsel and any legal adviser to the Participating Creditor (as applicable) to support petitions or applications to any court of any jurisdiction to facilitate, implement, consummate or otherwise give effect to the Transaction; and
 - (iii) providing any other necessary instructions to the Company's Counsel and any legal adviser to the Participating Creditor (as applicable) to implement and consummate the Transaction;
- (b) no Participant shall (and the Company shall procure that no other Group Company will) take, encourage, assist or support (or procure that any other person takes, encourages, assists or supports) any action which would, or would reasonably be expected to, breach or be inconsistent with this Agreement or the Term Sheet, or delay, frustrate, impede or prevent the implementation or consummation of the Transaction, including opposing the making of any temporary restraining order or other similar injunctive relief necessary or desirable to implement or consummate the Transaction, including:
 - (i) challenging, objecting to, encouraging or supporting any challenge or objection to any terms of the Transaction or any other step proposed to support, facilitate, implement, consummate or otherwise give effect to all or any part of the Transaction;
 - (ii) commencing, taking, supporting or actively assisting (or requesting, instructing or procuring that any other person commence, take,

support or actively assist) any judicial, arbitration or regulatory proceedings or any other action inconsistent with the terms of this Agreement or the Term Sheet, which would, or would reasonably be expected to:

- (A) be inconsistent with, or otherwise delay, impede, frustrate, or prevent the implementation of the Transaction; or
- (B) breach or be inconsistent with any term of this Agreement (taken as a whole),

including supporting, negotiating or preparing any alternative restructuring, refinancing, recapitalisation, arrangement, composition or other procedure, in respect of any Group Company, that is inconsistent with the terms of this Agreement or the Term Sheet;

- (iii) soliciting, encouraging, discussing, facilitating, consenting to or entering into any other proposal or transaction for the restructuring of the Group other than the Transaction; or
- (iv) voting (or instructing its proxy or other relevant person to vote, to the extent it is legally entitled to instruct that person to vote) in favour of any scheme, company voluntary arrangement, application, compromise, insolvency proceeding, alternative restructuring, refinancing, recapitalisation, amendment, waiver, consent or other proposal which would:
 - (A) be inconsistent with, or otherwise delay, impede, frustrate or prevent the implementation of the Transaction; or
 - (B) breach or be inconsistent with any term of the Term Sheet.

5.2 Transaction Documents

- (a) Each Participant shall enter into good faith negotiations with a view to agreeing the Transaction Documents in order to implement and consummate the Transaction before the Long-Stop Date.
- (b) Following confirmation from the Company that the Transaction Documents are in agreed form, and a Sanction Order or Sanction Orders (as applicable) are obtained, each Participant shall (and the Company shall procure that each other Group Company will), as soon as reasonably practicable, execute and deliver to each Party those Transaction Documents to which it will be a party (together with irrevocable instructions provided to each Party's counsel to release those Transaction Documents), and (if applicable) instruct the relevant Facility Agent or Existing Notes Trustee to do the same.
- (c) Each Participant shall (and the Company shall procure that each other Group Company will) make such amendments to the Debt Documents to which it is a party as are necessary to implement or consummate the Transaction.

5.3 Restrictions on enforcement

- (a) Subject to paragraph (b) below and Clause 9 (*Limitations on undertakings*), until the Termination Date, no Participating Creditor shall (in respect of any Participating Debt):
 - (i) take, commence or continue any Enforcement Action;
 - (ii) direct or encourage any other person to take any Enforcement Action;
 - (iii) vote, or allow any proxy appointed by it to vote, in favour of any Enforcement Action; or
 - (iv) do any other thing, exercise any other remedy or take any other action which it would, but for this Agreement, be entitled to do, exercise or take as a consequence of or in relation to any default, event of default or termination right howsoever described under the Debt Documents (as applicable).
- (b) Paragraph (a) above shall not prevent or restrict any Participating Creditor from bringing proceedings or taking action necessary or desirable to implement or consummate the Transaction consistent with this Agreement.

6. Undertakings of the Company

6.1 Until the Termination Date, the Company agrees and undertakes that it shall:

- (a) provide the Participating Creditors with:
 - (i) at least 5 Business Days' notice of any voluntary insolvency filing which any Group Company proposes to make; and
 - (ii) promptly after receiving notice thereof, notice of any commencement or any prospective commencement of any involuntary insolvency proceedings, legal suit for payment of debt or enforcement of security in respect of any Group Company;
- (b) upon request by the Participating Creditors, confirm the Aggregate Participating Debt represented as being held by Participating Creditors at the relevant time, as reported to the Information Agent pursuant to this Agreement, any Lock-Up Notices and/or Accession Letters (as applicable) delivered by Participating Creditors.

6.2 The Company undertakes to:

- (a) implement the Transaction and each Scheme in the manner envisaged by, and on terms and conditions materially the same as the terms and conditions set out in this Agreement;
- (b) prepare, review, finalise, execute and deliver (as applicable), in good faith, the Scheme Document and any and all Transaction Documents such that they are consistent in all material respects with the terms as set out in this Agreement;

- (c) upon the Scheme Document being finalised, promptly propose, file and pursue expeditiously any legal process or proceedings contemplated by or required to implement, consummate or otherwise give effect to the Transaction, including (without limitation) each Scheme;
- (d) promptly file all necessary documents and evidence and pursue expeditiously the occurrence of each Convening Hearing;
- (e) take any actions pursuant to any order of, or sanction by, any court (including, without limitation, the Court or Courts (as applicable)) as may be required or necessary to implement or give effect to the Transaction;
- (f) obtain recognition or protection of the Transaction in any court of any competent jurisdiction (including any petition for recognition of any Scheme under Chapter 15 of Title 11 of the United States Code) to the extent required to implement the Transaction;
- (g) use reasonable endeavours to procure that the Transaction Effective Date occurs and the Transaction is fully implemented on or before the Long-Stop Date;
- (h) use reasonable endeavours to obtain any necessary regulatory or statutory approval required to permit or facilitate the Transaction;
- (i) use reasonable endeavours to obtain all corporate and regulatory approvals and Authorisations necessary to implement the Transaction in the manner envisaged by, and substantially on the terms and conditions set out in this Agreement; and
- (j) keep the Participating Creditors reasonably informed in relation to the status and progress of the Transaction, including following a reasonable request by any legal adviser to the Participating Creditors.

6.3 The Company shall promptly notify the Participating Creditors of any matter or circumstance which it knows, or suspects would reasonably be expected, to have a Material Adverse Effect unless such notification would breach any applicable law, regulation or rules of any relevant stock exchange or governmental, other regulatory authority or fiduciary obligations.

6.4 The Company shall promptly notify the Participating Creditors of:

- (a) any representation or statement made or deemed to be made by it under this Agreement which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;
- (b) the details of any breach by it of any undertaking given by it under this Agreement; and
- (c) the details of any fact, matter or circumstance which permits (or would permit if not cured within any applicable grace period) a Participant or Participants to terminate this Agreement.

The Participating Creditors may, but shall be under no obligation to, disclose to any Participant any information supplied to it under paragraph (a) to (c) above which it considers appropriate to disclose.

6.5 To the extent any fees, costs and expenses properly incurred by any of the Company's Advisers and legal advisers to the Participating Creditors are outstanding at the time immediately prior to the Transaction Effective Date, the Company shall pay or procure the payment of such adviser fees before the time for completion of the Transaction in accordance with the terms of the fee letters agreed with such advisers.

7. Undertakings of the Participating Creditors

7.1 Until the Termination Date:

(a) each Participating Lender:

(i) shall upon becoming a Party and within three Business Days of a request by the Company, the Company's Counsel or the Information Agent, notify the Information Agent:

(A) of the amount of its Participating Lender Debt; and

(B) of the amount of any Debt held by it as lender of record; and

(ii) shall promptly notify the Information Agent of the amount of any increase or decrease in the amount of its Participating Lender Debt as set out in any Accession Letter; and

(iii) waives any default or event of default which may arise, may have arisen or has arisen under the In-Scope Debt; and

(iv) waives any right of set-off or lien under the Debt Documents; and

(v) duly establish its standing to vote at each Scheme Meeting by submitting to the Information Agent a duly completed Proxy Form in respect of the outstanding principal amount of the Loan(s) in which it holds a beneficial or legal interest as principal for the purposes of voting its holdings at the Scheme Record Time for each Scheme at the relevant deadline.

(b) each Participating Noteholder:

(i) shall upon becoming a Party and within three Business Days of a request by the Information Agent, notify the Information Agent of the principal amount of its Participating Noteholder Debt (using the form of Lock-Up Notice set out in Schedule 1 (*Form of Lock-Up Notice*));

(ii) shall promptly notify the Information Agent of the amount of any increase or decrease in the amount of its Participating Noteholder Debt as set out in any Lock-Up Notice or Accession Letter (as applicable);

- (iii) waives any default or event of default which may arise, may have arisen or has arisen under the In-Scope Debt;
- (iv) waives any rights of set-off or lien under the Debt Documents; and
- (v) duly establish its standing to vote at each Scheme Meeting by causing its Account Holder to submit to the Information Agent a duly completed Account Holder Letter in respect of the outstanding principal amount of the Existing Notes in which it holds a beneficial or legal interest as principal for the purposes of voting its holdings at the Scheme Record Time for each Scheme at the relevant deadline.

7.2 In its execution of this Agreement, in respect of each Scheme required to implement the Transaction and, only to the extent any Participating Creditor is a creditor of any such Scheme, each such Participating Creditor acknowledges and submits to the jurisdiction of each Court and agrees that, insofar as is necessary or appropriate, it will be willing to be joined formally to such Scheme or Schemes (as applicable) (if required by any Court (as applicable)). Each Participating Creditor irrevocably undertakes in favour of the Company that it will:

- (a) work in good faith with the Company and its advisers to implement the Transaction and in a manner consistent with the terms of this Agreement;
- (b) review, negotiate, finalise, execute and deliver (as applicable) the Transaction Documents as soon as practicable, such that they are consistent in all material respects with the terms of this Agreement and the terms set out in the Term Sheet;
- (c) take all such actions as are necessary to:
 - (i) attend each Scheme Meeting either in person or by proxy; and
 - (ii) vote (or cause the relevant person to vote, to the extent it is legally entitled to cause that person to vote) in person or by proxy all votes which it is entitled to exercise in respect of its Debts or any other claims against the Group Company in relation to the Debt, in favour of the Transaction and deliver within any applicable time periods any proxies, instructions, directions or consents in respect of all Participating Debt which it holds a beneficial or legal interest as principal;
- (d) vote (or causing the relevant person to vote, to the extent it is legally entitled to cause that person to vote) and exercise any powers or rights available to it irrevocably and unconditionally in favour of:
 - (i) any matter requiring approval under the relevant Debt Documents, including instructing a Facility Agent or Existing Notes Trustee as applicable;
 - (ii) any other matter requiring a resolution, instruction, amendment, waiver, consent or other proposal; and

- (iii) a composition, compromise, assignment, Scheme or other arrangement in respect of any Group Company or of any holding company of the Company,

in each case, which is consistent with and reasonably necessary or desirable to implement and consummate the Transaction

- (e) provide support and assistance to any Group Company to prevent the occurrence of or in connection with an Insolvency Proceeding (other than any Scheme or Schemes (as applicable) or any petition for recognition of any Scheme under Chapter 15 of Title 11 of the United States Code or similar recognition, moratorium or protection proceedings in the United States or elsewhere) in respect of the Group, including, without limitation:
 - (i) supporting any application, filing and petition to the courts of any jurisdiction in connection with the same, including (but not limited to) filing any necessary application, submission or evidence in support of:
 - (A) any Group Company's application to adjourn proceedings following a creditor's application to wind up the respective Group Company; and
 - (B) any proceeding which a Group Company has initiated which may assist in the implementation of the Transaction;
- (f) (at the Company's cost) support any actions taken by the Company or a Group Company to obtain recognition or protection of the Transaction in a relevant court of any competent jurisdiction (including any petition for recognition of any Scheme under Chapter 15 of Title 11 of the United States Code) and take all other commercially reasonable actions reasonably requested by the Company or a Group Company to implement or protect the Transaction, but without incurring any additional Liability or cost, unless at the expense of the Group.

8. Restrictions on dealing with Participating Debt

8.1 Notwithstanding any other provision of any Debt Document:

- (a) until the Termination Date, no Participating Creditor may assign any of its rights or transfer any of its rights or obligations in respect of, or declare or create any trust of any of its rights, title, interest or benefits in respect of, its Participating Debt or this Agreement (including any monies and other assets owing to it under or in connection with its Participating Debt or this Agreement) to, or in favour of, any person (collectively, a "**Transfer**"):
 - (i) except as permitted under the relevant Debt Document it may have entered into in relation to the Company and the Group; and
 - (ii) unless and until:
 - (A) in the case of Participating Lender Debt:

- (I) the assignee, transferee or beneficiary (as the case may be) delivers to the Company and the Information Agent a duly completed and signed Accession Letter;
- (II) the transferring Participating Lender provides written notice to the Company, the Information Agent and the Company's Counsel stating the aggregate principal amount of Participating Lender Debt that it will beneficially own following the transfer; and
- (III) the assignee, transferee or beneficiary (as the case may be) provides written notice to the Company, the Information Agent and the Company's Counsel stating the aggregate principal amount of Participating Lender Debt that it will beneficially own following the transfer,

and each Participating Lender agrees that any purported transfer or assignment of rights under any Document or this Agreement in breach of this Clause 8.1(a) shall be ineffective and invalid against the other Parties; or

(B) in the case of Participating Noteholder Debt:

- (I) the transferee delivers to the Company and the Information Agent a duly completed and signed Accession Letter;
- (II) the transferring Participating Noteholder provides to the Company, the Information Agent and the Company's Counsel a Transfer Notice; and
- (III) the transferee provides written notice to the Company, the Information Agent and the Company's Counsel stating the aggregate principal amount of Participating Noteholder Debt that it will beneficially own following the transfer,

and each Participating Noteholder agrees that any purported transfer or assignment of rights under any Debt Document or this Agreement in breach of this Clause 8.1(a) shall be ineffective and invalid against the other Parties; and

- (b) a Participating Creditor may transfer Participating Debt to a Qualified Market-maker if such Qualified Market-maker has the purpose and intent of acting as a Qualified Market-maker in respect of the relevant Participating Debt in which case such Qualified Market-maker shall not be required to accede to this Agreement or otherwise agree to be bound by the terms and conditions of this Agreement in respect of such Participating Debt provided that: (i) the relevant transferring Participating Creditor shall make such transfer conditional on any person to whom the relevant Participating Debt is

transferred by the Qualified Market-maker either (x) already being a Participating Creditor or (y) agreeing to execute and deliver an Accession Letter, and (ii) the relevant transferring Participating Creditor uses reasonable endeavours to procure that the Qualified Market-maker transfers the relevant Participating Debt within five Business Days of the settlement date in respect of its acquisition of Participating Debt to a Participating Creditor or to a transferee who executes and delivers an Accession Letter in accordance with Clause 11 (*Accession of Scheme Creditors*).

8.2 The Information Agent will update its records reflecting holdings of Participating Debt at any given time in accordance with any duly executed Accession Letters and any Transfer Notice.

8.3 Nothing in this Agreement shall:

- (a) prevent any Participating Creditor from buying Debt in addition to its Participating Debt as set out in any Lock-Up Notice or Accession Letter (as applicable), and any such Debt shall, subject to paragraph (b) below, automatically become Participating Debt; or
- (b) limit the ability of a Participating Creditor which is a broker-dealer (but only when acting in its capacity as a Qualified Market-maker in respect of any Debt which is not its Participating Debt) to buy or sell Debt after the date it executes this Agreement or an Accession Letter.

8.4 Following the transfer of all of its Participating Debt to another person in accordance with the terms of this Agreement, a Participating Creditor shall immediately cease to be a Participating Creditor and a Party to this Agreement and this Agreement shall in such case continue among the remaining Parties, provided that this Clause 8 shall be:

- (a) without prejudice to the accrued rights of the transferring Participating Creditor against any other Party or the accrued rights of any other Party against the transferring Participating Creditor with respect to any prior breaches of any of the terms of this Agreement; and
- (b) without limitation to the obligations of any Party against the remaining Parties under the terms of the Agreement.

8.5 If any Participating Creditor purports to effect a transfer before the relevant transferee is bound by the terms of this Agreement, such purported transfer shall be void and that transferring Participating Creditor shall remain liable as a Participating Creditor in respect of its obligations and liabilities under this Agreement, in respect of the relevant Participating Debt, until the relevant transferee is bound by the terms of this Agreement by delivering a duly completed and signed Accession Letter.

9. Limitations on undertakings

Nothing in this Agreement shall:

- (a) require any Party to take any action, or omit to take any action, which would breach any legal or regulatory requirement or fiduciary obligation, in each case beyond the control of that Party, or any order or direction of any relevant court or Governmental Body and which impediment cannot be avoided or removed by taking reasonable steps, or to waive or forego the benefit of any applicable legal professional privilege;
- (b) require any Participant to commence or become party to any litigation, court proceedings, arbitration or similar proceedings save for:
 - (i) any such proceedings reasonably requested by and at the cost of the Company to implement or protect the Transaction, including the Scheme or Schemes (as applicable), provided that any such action reasonably requested by the Company shall not require or oblige any Participating Creditor (if applicable) to incur any Liability or cost; and
 - (ii) any such proceedings brought against such Participant by another Party seeking to enforce its rights under this Agreement;
- (c) restrict, or attempt to restrict, any director or officer of any Group Company from complying with:
 - (i) any fiduciary, common law, regulatory or legal obligation to commence insolvency proceedings in respect of that Group Company if that officer reasonably considers it is required to do so; and
 - (ii) any applicable securities laws in respect of any Group Company;
- (d) require any Party to incur any material out-of-pocket costs or expenses unless the Company or the Majority Participating Creditors have agreed to meet those costs or expenses;
- (e) require any Participant (or any director, manager, or officer of that Participant) to take any action which would breach any fiduciary obligations owed to its investors or funds managed or advised by it, where such impediment cannot be avoided or removed by taking reasonable steps;
- (f) require any Party to make any additional equity or debt financing available to the Company or any other Group Company, or to provide any indemnity in favour of any person, other than as expressly contemplated by this Agreement or otherwise expressly agreed with that Participant; or
- (g) prevent any Participant from providing debt financing, equity capital or other services (including advisory services) or from carrying out its activities in the ordinary course and providing services to clients (including to those who may have a conflicting interest to the Transaction), provided that such actions or activities do not, or could not reasonably be expected to, delay, prejudice, frustrate, prevent or impede the Transaction.

10. Consent Fee

10.1 Subject to Clauses 10.2 to 10.4 below, the Company undertakes to pay or procure the payment of the Early Consent Fee and/or the Base Consent Fee with respect to Eligible Participating Debt which has validly been made subject to the terms of this Agreement by a Participating Creditor, on or prior to the Transaction Effective Date.

10.2 The Early Consent Fee will be paid:

- (a) to a Participating Creditor who validly held Eligible Participating Debt as of the Early Consent Fee Deadline and still holds such Eligible Participating Debt at the Scheme Record Time, provided that:
 - (i) it fully complies with the requirements of Clause 10.4 below; and
 - (ii) no Transfer or purported Transfer of such Eligible Participating Debt has occurred after the Early Consent Fee Deadline; or
- (b) to a Participating Creditor who is the transferee by a valid Transfer (or, if applicable, a chain of valid Transfers) of such Eligible Participating Debt as detailed in Clause 10.2(a), and in accordance with Clause 8 (*Restrictions on dealing with Participating Debt*), after the Early Consent Fee Deadline and as a result holds it at the Scheme Record Time, provided that it fully complies with the requirements of Clause 10.4 below.

10.3 The Base Consent Fee will be paid:

- (a) to a Participating Creditor who validly held Eligible Participating Debt as of the Base Consent Fee Deadline and still holds such Eligible Participating Debt at the Scheme Record Time, provided that:
 - (i) it fully complies with the requirements of Clause 10.4 below; and
 - (ii) no Transfer or purported Transfer of such Eligible Participating Debt has occurred after the Base Consent Fee Deadline; or
- (b) to a Participating Creditor who is the transferee by a valid Transfer (or, if applicable, a chain of valid Transfers) of such Eligible Participating Debt as detailed in Clause 10.3(a), and in accordance with Clause 8 (*Restrictions on dealing with Participating Debt*), after the Base Consent Fee Deadline and as a result holds it at the Scheme Record Time, provided that it fully complies with the requirements of Clause 10.4 below.

10.4 For the avoidance of doubt, and notwithstanding any other provision of this Agreement:

- (a) a Participating Creditor must hold or have acquired its Eligible Participating Debt in compliance with Clause 10.2 and this Clause 10.4 in order to receive an Early Consent Fee;

- (b) a Participating Creditor must hold or have acquired its Eligible Participating Debt in compliance with Clause 10.3 and this Clause 10.4 in order to receive a Base Consent Fee;
- (c) a Participating Creditor must vote the entire aggregate amount of the Participating Debt held by it at the Scheme Record Time in favour of each Scheme at each relevant Scheme Meeting (whether in person or by proxy) in order to receive any Consent Fee. A Participating Creditor that does not vote (whether by abstaining, voting against or not turning up) the entire aggregate amount of the In-Scope Debt then held by it in favour of each Scheme at each relevant Scheme Meeting (whether in person or by proxy) will not be entitled to any Consent Fee;
- (d) a Participating Creditor must not have exercised its rights to terminate this Agreement in accordance with Clause 13.5 (*Termination by an individual Participating Creditor*) and must not have breached any of the terms and conditions set out in Clause 4 (*Participant's rights and obligations*), 5 (*General undertakings*), Clause 7 (*Undertakings of the Participating Creditors*) or Clause 8 (*Restrictions on dealing with Participating Debt*) of this Agreement in any material respect;
- (e) any Transfer (or, if applicable, chain of Transfers) of an Eligible Participating Debt must be completed strictly in accordance with Clause 8 (*Restrictions on dealing with Participating Debt*) (including without limitation indicating in each Transfer Notice that the acquired Participating Debt was Eligible Participating Debt), upon any Transfer or purported Transfer of Eligible Participating Debt the transferor relinquishes its entitlement to any Consent Fee in respect of such Eligible Participating Debt, and a valid Transfer (or, if applicable, chain of valid Transfers) of the Eligible Participating Debt in accordance with Clause 8 (*Restrictions on dealing with Participating Debt*) is the only way a person (other than a person referred to in Clause 10.3(a) above) may acquire an entitlement to any Consent Fee; and
- (f) where a purported Transfer (or, if applicable, chain of Transfers) is not completed strictly in accordance with Clause 8 (*Restrictions on dealing with Participating Debt*) (including, without limitation, where a trade has taken place but the forms required under this Agreement have not been validly provided to the Information Agent), it is agreed the transferee(s) (regardless of whether such persons are Participating Creditors) will not be entitled to claim (or Transfer) any Consent Fee in respect of any Eligible Participating Debt subject to the purported Transfer.

11. Accession of Scheme Creditors

A Scheme Creditor who is not a Party (for the purposes of this Clause, each an “**Acceding Creditor**”) may accede to this Agreement as a Participating Lender or Participating Noteholder (for the purposes of this Clause, each a “**Relevant Capacity**”) by entering into an Accession Letter whereupon such Acceding Creditor shall become party in such Relevant Capacity and shall be bound by, and receive the benefit of, the provisions of this Agreement from the date of its Accession as if originally named herein in such Relevant Capacity.

12. Information Agent

12.1 As applicable, each Participating Creditor acknowledges and agrees that:

- (a) the Information Agent shall be responsible for:
 - (i) receipt and processing of the Accession Letters, Lock-Up Notices and the Transfer Notices; and
 - (ii) overseeing evidence of holdings of the Participating Noteholders in respect of the Existing Notes as per the procedures described herein;
- (b) the decision of the Information Agent in relation to any reconciliations and calculations or determinations (as applicable) which may be required (including without limitation in respect of any Consent Fee and whether the provisions and timings set out in this Agreement have been complied with) shall be final (in the absence of manifest error) and may not be disputed by any Participating Creditor. Each Participating Creditor hereby unconditionally and irrevocably waives and releases any claims which may arise against the Information Agent after the date of this Agreement (save in the case of wilful misconduct or fraud) in each case in relation to the Information Agent's performance of its roles in connection with this Agreement;
- (c) in undertaking any reconciliation and calculation (as applicable), the Information Agent or the Company may request, and the Participating Creditor undertakes to deliver upon receipt of reasonable prior written notice, such evidence as may be reasonably required by the Information Agent or Company proving (to the reasonable satisfaction of the Information Agent or Company (as applicable)): (i) that it holds the beneficial or legal interest in the aggregate principal amount of the In-Scope Debt set out in its Lock-Up Notice or Accession Letter (as applicable) with respect to which a Participating Creditor has signed this Agreement; and (ii) its entitlement to receive the Consent Fee (to the extent applicable) in respect of any In-Scope Debt of which it is the beneficial or legal owner and in respect of which it claims such entitlement;
- (d) the Information Agent will determine the entitlement of any Participating Creditor to the Consent Fee based on: (i) the validly completed Lock-Up Notice and Accession Letter (as applicable) submitted by the Participating Creditor to the Information Agent; (ii) evidence from such Participating Creditor that it is the beneficial or legal owner of the In-Scope Debt in accordance with Clause 7 (*Undertakings of the Participating Creditors*); and (iii) if applicable, details of any transfers (including without limitation the identity of any transferee) pursuant to which it became or ceases to be the beneficial or legal owner of the In-Scope Debt; each Participating Creditor acknowledges that any incomplete or inaccurate information provided under or in respect of this Agreement by such Participating Creditor may void its entitlement to any Consent Fee;

- (e) any calculation or determination by the Information Agent under this Agreement of an amount under this Agreement is, in the absence of manifest error, conclusive and binding on the Parties;
- (f) the Information Agent may disclose to the Company, upon request: the principal amount of the In-Scope Debt held by each Participating Creditor; the Accession Letters delivered to it under the terms of this Agreement (if applicable); and any contact details provided by any Participating Creditor to the Information Agent from time to time under or in connection with this Agreement;
- (g) it is the responsibility of the beneficial or legal owner to submit a validly completed Accession Letter to the Information Agent prior to the relevant deadlines. The Information Agent shall bear no responsibility or Liability whatsoever for the failure of any beneficial or legal owner to comply with such requirements; and
- (h) submitting an Accession Letter to the Information Agent constitutes by each such beneficial or legal owner the express and irrevocable release of the Information Agent from, and its holding harmless and indemnification of the Information Agent against, any and all Liability arising, direct or indirectly, from or otherwise in connection with this Agreement.

13. Termination

13.1 Automatic termination

This Agreement shall terminate automatically without any further action being taken by any Party on the earlier to occur of:

- (a) the Transaction Effective Date;
- (b) if not already terminated, 11:59 p.m. on the Long-Stop Date;
- (c) a Court not granting an order to convene the relevant Scheme Meeting at a Convening Hearing and there being no reasonable prospect of the Transaction being effected prior to the Long-Stop Date and the Company has exhausted all avenues of appeal; and
- (d) a Court not granting a Sanction Order at a Sanction Hearing and there being no reasonable prospect of the Transaction being effected prior to the Long-Stop Date and the Company has exhausted all avenues of appeal.

13.2 Voluntary termination

This Agreement may be terminated with immediate effect by the mutual written consent of the Company and the Majority Participating Creditors.

13.3 Voluntary termination by the Company

This Agreement may be terminated by written notice from the Company to the Participating Creditors, if the Company makes a reasonable good faith determination

that there is no reasonable prospect of successfully completing the Schemes prior to the Longstop Date, other than as a result of any breach by the Company or a Subsidiary Obligor of any term or condition of this Agreement.

13.4 Voluntary termination by the Participating Creditors

This Agreement may be terminated by a written notice of termination to the Company (which shall notify the other Parties) by the Super Majority Participating Creditors, following the occurrence of any of the following:

- (a) if the Company does not comply with any undertaking in this Agreement in any material respect, in each case unless the failure to comply is capable of remedy and is remedied within 15 Business Days of the Super Majority Participating Creditors delivering a notice to the Company alleging such a failure to comply;
- (b) if an order of a Governmental Body or court of competent jurisdiction restraining or otherwise preventing the implementation of the Transaction has been made and such order is not revoked or dismissed within 30 days of it being made;
- (c) if any representation or warranty of the Company under this Agreement proves to have been incorrect or misleading, in each case, in any material respect unless the circumstances giving rise to the misrepresentation or breach of warranty are capable of remedy and are remedied within 15 Business Days of the Super Majority Participating Creditors delivering a notice to the Company alleging such misrepresentation or breach of warranty;
- (d) if the Company launches a Scheme that is materially inconsistent with the terms set out in the Term Sheet (as amended, if applicable, in accordance with this Agreement); or
- (e) if the Company has finally determined, and notified the Participating Creditors in writing, that the completion of the Transaction by the Long-Stop Date is not possible (and, in each case, such notification, shall be promptly provided by the Company following any such determination).

13.5 Termination by an individual Participating Creditor

This Agreement may be terminated by written notice to the Company by a Participating Creditor in respect of that Participating Creditor only, if:

- (a) an order of a Governmental Body or court of competent jurisdiction restraining or otherwise preventing implementation of the Transaction has been made and has not been revoked, withdrawn or dismissed within 60 days of it being made; or
- (b) entry into the Transaction would (in the reasonable opinion of that Participating Creditor and according to written advice on the matter provided by a reputable international law firm) put the Participating Creditor in breach of any law or regulation applicable to it.

13.6 Effect of termination

This Agreement will cease to have any further effect on the date on which it is terminated under any of Clauses 13.1 (*Automatic termination*) to Clause 13.5 (*Termination by an individual Participating Creditor*), provided that such termination shall not affect:

- (a) in the case of termination expressed to apply solely in respect of an individual Participant, the rights, obligations and liabilities of the other Parties;
- (b) any accrued rights in respect of breaches of this Agreement which occurred before such termination is effective; and
- (c) the application of Clauses 1 (*Definitions and interpretation*), 4 (*Participant's rights and obligations*), 13.6 (*Effect of Termination*), 15 (*Disclosure of information*), 16 (*Publicity*), 18 (*Specific Performance*), 20 (*Notices*), 22 (*Remedies and waivers*), 23 (*Reservation of rights*), 26 (*Governing law*) and 27 (*Enforcement*) which shall remain in full force and effect and save in respect of breaches of this Agreement which occurred prior to such termination.

13.7 Notification of termination

The Company shall promptly notify all Participants in the event that this Agreement has been terminated pursuant to any of Clauses 13.1 (*Automatic termination*) to 13.5 (*Termination by an individual Participating Creditor*).

14. Representations and warranties

14.1 Representations of each Party

Each Party represents and warrants to each other Party at the times set out in Clause 14.4 (*Times when representations made*) by reference to the facts and circumstances then existing on that date:

- (a) it is duly incorporated (if a corporate person) or duly established (in any other case) and validly existing under the law of its jurisdiction of incorporation or formation;
- (b) it has the power to own its assets and carry on its business as it is being, and is proposed to be, conducted;
- (c) the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable on it, subject to any applicable Reservations;
- (d) as far as it is aware, the entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict with any law or regulation applicable to it or its constitutional documents;
- (e) it, and, if applicable, the duly authorised attorney acting on its behalf, has the power, authority and legal capacity to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and

delivery of this Agreement and (subject to the fulfilment of the conditions to the implementation and consummation of the Transaction specified in the Term Sheet) the transactions contemplated by this Agreement; and

- (f) it has the corporate capacity and authority to execute the Agreement through electronic means and there are no restrictions for doing so in that Party's constitutional documents.

14.2 Representations of the Participating Creditors

Each Participating Creditor represents and warrants to each other Party at the times set out in Clause 14.4 (*Times when representations made*) by reference to the facts and circumstances then existing on that date, in respect of itself only, that:

- (a) it has the power to vote, deal with, approve changes to, dispose of and transfer all its Participating Debt as contemplated by this Agreement; and
- (b) the amount set out in relation to it in any Lock-up Notice or Accession Letter (as applicable), constitutes all the debt legally or beneficially held by such Participating Creditor (after taking into account any pending transfers) where a Group Company is the debtor.

14.3 Representations of the Company

The Company makes the representations and warranties set out in this Clause 14.3 to each other Party at the times set out in Clause 14.4 (*Times when representations made*):

- (a) no Group Company is the legal owner of, or has any beneficial interest in, any In-Scope Debt as at the date of this Agreement; and
- (b) to the best of its knowledge having made all reasonable enquiries, no order has been made or resolution passed for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it or any other Group Company, and no analogous procedure has been commenced in any jurisdiction.

14.4 Times when representations made

- (a) Each of the representations and warranties set out in Clause 14.1 (*Representations of each Party*) and Clause 14.2 (*Representations of the Participating Creditors*) shall be made by a Participant on the date on which it becomes a Party, and each of the representations and warranties set out in Clause 14.1 (*Representations of each Party*) shall be made by a Participant immediately prior to the Transaction Effective Date.
- (b) Each of the representations and warranties set out in Clause 14.1 (*Representations of each Party*), Clause 14.3 (*Representations of the Company*) and shall be made by the Company:
 - (i) on the date of this Agreement and on the Effective Date; and

- (ii) immediately prior to the Transaction Effective Date.

15. Disclosure of information

15.1 General

Without prejudice and subject to the terms of any Confidentiality Waiver, other than as set out in this Clause 15, no Party may (and the Company shall procure that no Group Company shall) disclose confidential information about the Group, the Transaction (including the identity of the Participants and the amount of Participating Debt held by any of them), the Term Sheet, this Agreement and any of the transactions contemplated by this Agreement (“**Confidential Information**”) to any person, other than the information excluded from this restriction under Clause 15.5 (*Excluded Information*).

15.2 Disclosure by any Party

Each Party and any Group Company may disclose Confidential Information to:

- (a) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation or by a court of law;
- (b) a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing party is a party in a case where such disclosure is required by such proceedings or is necessary in connection with enforcing any right, power or remedy it may have under a document to which it is party;
- (c) the Facility Agent to each Facility Agreement, in each case, provided such party has agreed with the Company to keep the terms of this Agreement confidential in accordance with the terms of this Clause 15;
- (d) the Information Agent;
- (e) the Existing Notes Trustee; and
- (f) a Party in accordance with the terms of this Agreement.

15.3 Disclosure by a Participating Creditor

Any Participating Creditor may disclose Confidential Information:

- (a) to that Participating Creditor’s Affiliates, head office, any of its Subsidiaries, Holding Companies, officers, directors, employees, professional advisers, partners, representatives and branch offices in any jurisdiction, auditors or any managed funds or accountants for the purpose of discussing, negotiating, preparing, executing, implementing or consummating the transactions contemplated by the Term Sheet, the Transaction and this Agreement; and
- (b) in connection with any legal or arbitration proceedings;

- (c) if required or permitted to do so under any law or regulation (including, without limitation, the rules of any stock exchange), or requested to do so by any legal, regulatory, governmental or fiscal body in any jurisdiction;
- (d) to a court, tribunal, supervisory, governmental, quasi-governmental, banking, taxation or other regulatory authority;
- (e) to any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection (or its brokers) to that Participating Creditor;
- (f) to any other person:
 - (i) to (or through) whom that Participating Creditor assigns or transfers (or may potentially assign or transfer) all or any of its Participating Debt, as permitted by this Agreement; or
 - (ii) with (or through) whom that Participating Creditor enters into (or may potentially enter into) any sub-participation as permitted by this Agreement in relation to, or any other transaction under which payments are to be made by reference to, this Agreement or any Document,

provided that the person to whom the information is to be given has, prior to any such disclosure, entered into a Confidentiality Waiver in favour of the Participating Creditor and the Company.

15.4 Disclosure by Group Companies

Any Group Company may disclose Confidential Information:

- (a) to the Company's professional advisers for the purpose of discussing negotiating, preparing, executing, implementing or consummating the transactions contemplated by the Transaction, the Term Sheet and this Agreement;
- (b) to the Company's auditors;
- (c) to a regulatory authority, listing authority, law enforcement, or pursuant to a court process or legal proceeding;
- (d) to the key customers, key employees or key suppliers (including providers of key banking or insurance services and any other key supplier) of the Company or any Group Company as may be necessary for the ongoing stability of the business of the Group, provided that:
 - (i) the Company procures that any key customer, key employee or key supplier shall keep any information received by it as confidential; and
 - (ii) the information disclosed is high level only and detailed information concerning the Parties (including their identities or the amount of Participating Debt held by any individual Participating Creditor) and content of this Agreement or the Term Sheet is not disclosed; or

- (e) with the prior consent of the Majority Participating Creditors.

15.5 Excluded Information

The restrictions imposed by Clause 15.1 (*General*) shall not apply in respect of any information:

- (a) which is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by a Party in breach of Clause 15.1 (*General*);
- (b) which was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing Party;
- (c) which was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the disclosing Party's knowledge, after reasonable enquiry, is not under any confidentiality obligation in respect of that information;
- (d) which was lawfully in the possession of the receiving party free from any restriction as to use before the information was disclosed by the disclosing Party; and/or
- (e) which is released pursuant to Clause 16 (*Publicity*).

15.6 Termination of confidentiality obligations

The obligations under this Clause 15 shall terminate and shall be of no further force and effect on the earlier of:

- (a) the Transaction Effective Date;
- (b) 12 months from the date of termination of this Agreement; and
- (c) such other date as the Company and the Majority Participating Creditors shall agree in writing,

but without affecting any Party's liability for a breach of the terms under this Clause 15 prior to termination.

16. Publicity

- (a) Subject to paragraph (b) below and until the Termination Date, no announcement regarding, or referring to, this Agreement, the Term Sheet or the Transaction will be made by or on behalf of any Party (whether publicly or otherwise) without the prior consent of the Company and the Majority Participating Creditors) except as permitted by paragraph (c) below.
- (b) No announcement identifying any individual Participant (in its capacity as such) in connection with this Agreement or the Transaction shall be made at any time without the prior consent of that Participant.

- (c) Paragraphs (a) and (b) above do not apply to any announcement required by law or regulation, any order or direction of any court or any applicable stock exchange. Any Party required to make such an announcement shall, unless the requirement is to make an immediate announcement with no time for consultation, consult with the Majority Participating Creditors and the Company before making the relevant announcement.

17. Information

Each Party hereby irrevocably instructs and authorises the Company and the Company's Counsel to inform the Parties of the aggregate amount of Participating Debt held by the Parties from time to time.

18. Specific performance

Without prejudice to any other remedy available to any Party, the obligations under Clause 4.3 (*Participant's rights and obligations*), Clause 5.1 (*Support for the Transaction*), Clause 5.2 (*Transaction Documents*) and Clause 5.3 (*Restrictions on Enforcement*) shall, subject to applicable law, be the subject of specific performance by the relevant Parties. Each Party acknowledges that damages shall not be an adequate remedy for breach of the obligations under Clause 5.1 (*Support for the Transaction*), Clause 5.2 (*Transaction Documents*) and Clause 5.3 (*Restrictions on enforcement*). Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

19. Further assurance

Without prejudice to any other term of this Agreement each Participant (and the Company shall procure that each other Group Company shall) promptly:

- (a) execute and deliver (within any reasonably requested applicable time period) such other documents or agreements and take such other action as may be reasonably necessary or desirable for the support, facilitation and implementation of the Transaction and the consummation of the transactions contemplated by this Agreement; and
- (b) provide all information and views and taking all actions which it is reasonably requested to provide or take.

20. Notices

20.1 Communications in writing

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by email or letter at the below addresses or e-mail addresses set out in Clause 20.2 (*Addresses*).

20.2 Addresses

If to the Company:	To the address and email address identified on the signing page below of the Company.
	With a copy to the Company's Counsel at the address specified below.
If to an Acceding Creditor	To the address and email address identified on the signing page of its Accession Letter.

All notices and communications to the Company shall be copied to:

Address: Sidley Austin LLP
39/F, Two International Finance Centre
8 Finance Street, Central,
Hong Kong

Email: msheridan@sidley.com; rxiong@sidley.com;
mknight@sidley.com; olivia.ngan@sidley.com; dchandrapala@sidley.com;
scarlet.feng@sidley.com

Attention: Matthew Sheridan / Renee Xiong / Mark Knight / Olivia Ngan
/ Dhevine Chandrapala / Scarlet Feng

20.3 Effective delivery

Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (a) if by letter:
- (i) delivered in person, when it has been left at the relevant address;
 - (ii) sent by post, five Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address; or
 - (iii) sent by international priority courier delivery, five days after delivery to such courier,

and, if a particular department or individual is specified as part of its address details provided, if addressed to that department or individual; and

- (b) if by e-mail, when actually received in legible form.

21. Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

22. Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Participant, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

23. Amendments and waivers

23.1 Required consents

- (a) Except as provided in Clause 23.2, any term of this Agreement (including any terms of any schedule hereto) may be amended or waived by the consent in writing (which may be by way of electronic mail) of the Company and the Majority Participating Creditors and such amendment or waiver shall be binding on all Parties.
- (b) If any Participating Creditor fails to respond to a request made in accordance with the terms of this Agreement for any consent, waiver or amendment in relation to any of the terms of this Agreement within 10 Business Days of the request being made, its Participating Debt shall not be included for the purpose of calculating the outstanding principal amount of the Participating Debt held in aggregate by the Participating Noteholder/ Participating Lender (as the case may be) when ascertaining the relevant percentage (including, for the avoidance of any doubt, unanimity) of the Participating Noteholder/ Participating Lender (as the case may be) who have approved that request.

23.2 Exceptions

- (a) The Company may amend, waive or modify the terms of this Agreement (including any terms of any schedule hereto), at its sole discretion (but without any obligation to do so) and without the consent of the Majority Participating Creditors, in any manner that is not materially adverse to the interests of the Participating Creditors, including, but not limited to, amendments waivers or modifications:
 - (i) to increase any cash consideration or the Consent Fee payable to Participating Creditors;
 - (ii) to extend the time period referred to in the definition of “Consent Fee Deadline” (the “**Consent Fee Deadline Extension**”) provided that the Company shall promptly notify all Parties of the Consent Fee Deadline Extension.
 - (iii) to cure any ambiguity, defect, omission or inconsistency in this Agreement;
 - (iv) to add any additional undertakings by the Company under Clause 5 and Clause 6 of this Agreement;

- (v) to add any new guarantor or guarantee in respect of the Short Term Instruments, Long Term Instruments or Mandatory Convertible Bonds or to add any additional collateral to secure the Short Term Instruments, Long Term Instruments or Mandatory Convertible Bonds;
 - (vi) to add additional covenants on the Company and the Group in respect of the Short Term Instruments, Long Term Instruments or Mandatory Convertible Bonds;
 - (vii) to make any changes to the terms of the Transaction or this Agreement that is beneficial to, and does not have a material adverse effect on, the rights of any Participating Creditor as a whole; and
 - (viii) to waive any of the obligations of the Participating Creditors pursuant to Clause 8 (*Restrictions on dealing with Participating Debt*) and Clause 10 (*Consent Fee*).
- (b) The Company shall promptly notify all Parties in writing of any amendments, waivers or modification of the terms of the Agreement under this clause 23.2.

23.3 Amendment to the Term Sheets

Any term of the Term Sheets may only be amended or waived by the consent in writing (which may be by way of electronic mail) of the Company and the Majority Participating Creditors.

23.4 Other amendments

Any amendment, variation or waiver in respect of:

- (a) this Clause 23 (*Amendment and waivers*), or
- (b) the definition of “Majority Participating Creditor” or “Super Majority Participating Creditor”,

may only be made in writing by the Company and each Participating Creditor.

24. Reservation of rights

- (a) Unless expressly provided to the contrary, this Agreement does not amend or waive any Party’s rights under the Debt Documents or any other documents and agreements, or any Party’s rights as a creditor of the Group or any Group Company unless and until the Transaction is consummated (and then only to the extent provided under the terms of the Transaction Documents).
- (b) The Parties fully reserve any and all of their rights, until such time as the Transaction is implemented in accordance with this Agreement.
- (c) If this Agreement is terminated by any Party for any reason, the rights of that Party against the other Parties to this Agreement and those other Parties’ rights against the terminating Party shall be fully reserved.

25. Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature (including, without limitation, (x) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record and (y) any facsimile, E-pencil or .pdf signature) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping, in each case, through electronic means, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

26. Governing law

This Agreement shall be governed by, and construed in accordance with, Hong Kong law.

27. Enforcement

27.1 Jurisdiction

- (a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a “**Dispute**”).
- (b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

27.2 Service of process

- (a) Each Participating Group Company irrevocably appoints the Company of 38th Floor, Tower One, Lippo Centre, 89 Queensway, Hong Kong as its agent under this Agreement for service of process in any proceedings before the courts of Hong Kong in connection with this Agreement. The Company expressly agrees to and accepts the appointment.
- (b) Without prejudice to any other mode of service allowed under any relevant law, each Participating Group Company agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.
- (c) If any person appointed as process agent under this Clause 27.2 is unable for any reason to so act, the Company (on behalf of all the Participating Group Company) must immediately (and in any event within 10 days of the event taking place) appoint another agent on terms acceptable to the Majority Participating Creditors. Failing this, the Majority Participating Creditors may appoint another process agent for this purpose.

- (d) Without prejudice to any other mode of service allowed under any relevant law each Participating Creditor agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.
- (e) If requested by the Company, each Participating Creditor not incorporated in Hong Kong shall, within 14 days of request, use its reasonable endeavours to appoint an agent for service of process in relation to any proceedings before the courts of Hong Kong in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1¹
Form of Lock-Up Notice

Date:

To: Shimaogroup Holdings Limited (the “**Company**”) c/o Kroll Issuer Services Limited

Attention: Mu-yen Lo/Kevin Wong

Email: shimaogroup@is.kroll.com

IMPORTANT: DO NOT FILL OUT THE PDF VERSION OF THIS FORM.

Please visit the Transaction Website (<https://deals.is.kroll.com/shimaogroup>) for further information on how the Lock-Up Notice needs to be submitted to the Information Agent.

From:

1. We refer to the Creditor Support Agreement dated 25 March 2024 between, amongst others, the Company and certain entities named as Participating Noteholders (as defined therein) (the “**Creditor Support Agreement**”).
2. Capitalised terms in the Creditor Support Agreement have the same meaning as in this notice.
3. This is a Lock-Up Notice. We hereby notify you that, as at the date of this notice, the aggregate principal amount of Existing Notes held or controlled by us is as follows:

Existing Notes ISIN	Principal amount of each series of outstanding Existing Notes held or controlled by the Participating Noteholder as at the date of this Lock-Up Notice	Electronic Instruction Reference Number ²
ISIN: XS2334142986	US\$ _____	
ISIN: XS2355408514	US\$ _____	
ISIN: XS1637274124	US\$ _____	

¹ The Lock-Up Notice applies only to Existing Notes and not Existing Loans.

² The Electronic Instruction Reference Number is obtained from Euroclear (usually 7 digits) or Clearstream (usually 16 digits beginning with CSTDY or 12 digits beginning with IPCP) when submitting an instruction to block the Existing Notes.

Existing Notes ISIN	Principal amount of each series of outstanding Existing Notes held or controlled by the Participating Noteholder as at the date of this Lock-Up Notice	Electronic Instruction Reference Number ²
ISIN: XS2385392779	US\$ _____	
ISIN: XS1953029284	US\$ _____	
ISIN: XS1759179002	US\$ _____	
ISIN: XS2025575114	US\$ _____	
ISIN: XS2385392936	US\$ _____	
ISIN: XS2198427085	US\$ _____	
ISIN: XS2276735326	US\$ _____	

4. This notice and any non-contractual obligations arising out of or in connection with it are governed by Hong Kong law.
5. Save as permitted under the Creditor Support Agreement, we would request that you treat the existence and contents of this Lock-Up Notice with the utmost confidence and that you do not disclose the information contained herein to any person without our prior written consent.

Yours faithfully,

Name:

Title:

Email:

IMPORTANT: DO NOT FILL OUT THE PDF VERSION OF THIS FORM. The completed and executed Lock-Up Notice must be submitted to the Information Agent online via the Transaction Website: <https://deals.is.kroll.com/shimaogroup> . Please follow the instructions on the Transaction Website (<https://deals.is.kroll.com/shimaogroup>) on how to submit this Lock-Up Notice to the Information Agent.

For assistance, please contact the Information Agent via email to shimaogroup@is.kroll.com.

Schedule 2
Form of Accession Letter

To: Shima Group Holdings Limited (the “**Company**”) c/o Kroll Issuer Services Limited

Attention: Mu-yen Lo / Kevin Wong

Email: shimaogroup@is.kroll.com

IMPORTANT: DO NOT FILL OUT THE PDF VERSION OF THIS FORM.

Please visit the Transaction Website (<https://deals.is.kroll.com/shimaogroup>) for further information on how the Accession Letter needs to be submitted to the Information Agent.

From:

Dated:

Dear Sirs

Creditor Support Agreement

dated 25 March 2024 (the “Agreement”)

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
2. _____ agrees to be bound by the terms of the Agreement as a *Participant*.
3. _____ notifies that its Participating Debt is as detailed in the following table(s):

Description of Participating Debt		
	Description of Participating Debt (as referenced in Schedule 4)	Principal Amount of Existing Loans
Existing Loans		
1	Hong Kong law governed 2018 Syndicated Facility	Tranche A: USD _____ Tranche B: HKD _____
2	Hong Kong law governed 2019 Syndicated Facility	Tranche A: USD _____ Tranche B: HKD _____
3	Hong Kong law governed 2018 Syndicated Facility	Tranche A: USD _____ Tranche B: HKD _____
4	Hong Kong law governed HKD 770m Facility	HKD _____
5	Hong Kong law governed up to HKD 400m Facility	HKD _____
6	Hong Kong law governed HKD 300m Term Loan	HKD _____
7	Hong Kong law governed HKD 350m RCF	HKD _____
8	Hong Kong law governed USD 27m Term Loan	USD _____
9	Hong Kong law governed HKD 1.5bn Term Loan	HKD _____
10	Hong Kong law governed HKD 1.5bn Term Loan	HKD _____
11	Hong Kong law governed up to HKD 400m Term Loan	HKD _____

Description of Participating Debt		
	Description of Participating Debt (as referenced in Schedule 4)	Principal Amount of Existing Loans
Existing Loans		
12	Hong Kong law governed HKD 600m Facility	HKD _____
13	Hong Kong law governed HKD 434m RCF	HKD _____
14	Hong Kong law governed HKD 800m Term Loan	HKD _____
15	Hong Kong law governed HKD 400m RCF	HKD _____
16	Hong Kong law governed HKD 240m Term Loan	HKD _____
17	Hong Kong law governed HKD 600m Term Loan (with Propco as borrower)	HKD _____
18	Hong Kong law governed HKD 500m Term Loan (with Propco as borrower)	HKD _____
19	Hong Kong law governed HKD 2.4bn Term Loan (with Propco as borrower)	HKD _____
20	Hong Kong law governed on demand USD 100m Loan (with Propco as borrower)	USD _____
21	Hong Kong law governed USD 100m Loan (with Propco as borrower and maturity date in Feb-2022)	USD _____
22	Hong Kong law governed USD 100m Term Loan (with Propco as borrower and maturity date in Aug-2022)	USD _____
23	Hong Kong law governed USD 100m RCF (with Propco as borrower)	USD _____
24	Hong Kong law governed HKD 300m Term Loan (with Investco as borrower)	HKD _____

Existing Notes ISIN	Principal Amount of Existing Notes	Electronic Instruction Reference Number ³ (if applicable)
Existing Notes		
1	ISIN: XS2334142986	
2	ISIN: XS2355408514	
3	ISIN: XS1637274124	
4	ISIN: XS2385392779	
5	ISIN: XS1953029284	
6	ISIN: XS1759179002	
7	ISIN: XS2025575114	
8	ISIN: XS2385392936	
9	ISIN: XS2198427085	
10	ISIN: XS2276735326	

4. Non-Binding Indication of Options

elects to receive the Option(s), individually or in combination as applicable. This notification is given on the basis that selection in respect of the Options is currently non-binding and may later be amended in accordance with the Transaction Documents.

By completing the steps below, indicates their non-binding election (i) in respect of the Options if the Schemes were to be successful⁴ and (ii) in respect of the Consent Fee:

³ The Electronic Instruction Reference Number is obtained from Euroclear (usually 7 digits) or Clearstream (usually 16 digits beginning with CSTDY or 12 digits beginning with IPCP) when submitting an instruction to block the Notes.

⁴ A Proposed Participating Creditor that does not make an election per paragraph 4 will be deemed to have elected Option 3.

- (a) If electing Option 4, select “Yes” below, and continue to paragraph 4(b). If electing Option 1, Option 2 and/or Option 3 select “No” and continue to paragraph 4(c).

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- (b) Elect the format of debt instrument in which you would like to receive the Long Term Instrument and Short Term Instrument portions of Option 4 and the format of debt instrument in which you would like to receive the Early STI Consent Fee and Base STI Consent Fee by selecting **one** of the options below:

Notes	<input type="checkbox"/>	Loans	<input type="checkbox"/>
-------	--------------------------	-------	--------------------------

By ticking Notes, you will receive Short Term Instrument and Long Term Instrument under Option 4 in the form of Short Term Notes and Long Term Notes; and you will receive Early STI Consent Fee or Base STI Consent Fee in the form of Short Term Notes.

By ticking Loans, you will receive Short Term Instrument and Long Term Instrument under Option 4 in the form of Short Term Loans and Long Term Loans; and you will receive Early STI Consent Fee or Base STI Consent Fee in the form of Short Term Loans.

[This marks the end of the Option 4 election process]

- (c) Indicate what percentage of the relevant Scheme Creditor Principal Amount of the relevant Scheme Creditor Claim of each of Option 1, Option 2 and Option 3 in the table below (the total % principal amount elected must equate to 100%) , and proceed to paragraph 4(d):

Option 1	Option 2	Option 3
____%	____%	____%

- (d) Elect the format of debt instrument in which you would like to receive the Long Term Instrument and/or Short Term Instrument portions of the combination of Options selected in paragraph 4(c) and the format of debt instrument in which you would like to receive the Early STI Consent Fee and Base STI Consent Fee by selecting **one** of the options below:

Notes	<input type="checkbox"/>	Loans	<input type="checkbox"/>
-------	--------------------------	-------	--------------------------

By ticking Notes, you will receive (i) Short Term Instrument under Option 1 in the form of Short Term Notes, and/or (ii) Long Term Instrument under

Option 2 in the form of Long Term Notes; and/or (iii) Early STI Consent Fee or Base STI Consent Fee in the form of Short Term Notes.

By ticking Loans, you will receive (i) Short Term Instrument under Option 1 in the form of Short Term Loan, and/or (ii) Long Term Instrument under Option 2 in the form of Long Term Loan; and/or (iii) Early STI Consent Fee or Base STI Consent Fee in the form of Short Term Loan.

[This marks the end of the Option 1, Option 2 and Option 3 election process]

5. administrative details are as follows:

Telephone No:

Email:

Attention:

6. This Accession Letter is governed by Hong Kong law.

By:

Schedule 3
Form of Transfer Notice⁵

IMPORTANT: Before completing this form please visit the Transaction Website (<https://deals.is.kroll.com/shimaogroup>) for instructions on how the Transfer Notice needs to be submitted to the Information Agent

PRIVATE AND CONFIDENTIAL

Date: _____

To: SHIMAO GROUP HOLDINGS LIMITED

From: (the “Transferor”)⁶
(the “Transferee”)

1. We refer to the Creditor Support Agreement dated 25 March 2024 between, *inter alios*, Shimao Group Holdings Limited and certain entities named as Participating Creditors (the “Agreement”). Capitalised terms used in the Agreement have the same meaning in this notice.
2. This is a Transfer Notice. We hereby confirm that, at the date of this notice, we have completed a Transfer and the Transferee is a Participating Creditor (having submitted a duly executed Accession Letter).
3. We hereby give you notice that the Existing Notes and/or Existing Loans described below have been transferred by the Transferor to the Transferee:

Existing Notes ISIN or description of Existing Loan (as applicable)	Principal amount of Existing Notes or Existing Loans transferred	Are they Eligible Participating Debt? ⁷
	US\$ _____	Yes <input type="checkbox"/> / No <input type="checkbox"/>
	US\$ _____	Yes <input type="checkbox"/> / No <input type="checkbox"/>

4. The Transferee confirms that it will provide evidence satisfactory to the Information Agent

⁵If you are in any doubt as to how to complete and/or deliver this form, please immediately contact the Information Agent.

⁶The Transferor need not be a party to the Transfer Notice where the Transferor is not a Participating Noteholder.

⁷ Eligible Participating Debt means Participating Debt that are entitled to a Consent Fee, which are either acceded to this Agreement prior to the applicable Consent Fee Deadline by the signatory or, if following the applicable Consent Fee Deadline, were validly acquired by the signatory from a Participating Creditor who held such Participating Debt prior to the applicable Consent Fee Deadline. See Clause 10 of the Agreement for more information. **If you are in any doubt as to whether your Notes or Loans are Eligible Participating Debt you must contact the Information Agent immediately.**

of our position in the Existing Notes described above.⁸

5. We request that you treat the existence and contents of this Transfer Notice with the utmost confidentiality and that you do not disclose these to any person without our prior written consent. We do, however, consent to you disclosing the aggregate outstanding principal amount of the Existing Notes held by the Participating Noteholders collectively (calculated from the disclosures provided in any relevant Accession Letters and Transfer Notices) to the Company (and its advisers) and any Participating Noteholders, upon request by any of them.
6. This Transfer Notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of Hong Kong.

Yours faithfully,

The Transferor

.....

Transferor details

Name of Transferor (Name of the Consenting

Creditor): 9

E-mail Address:

Phone Number (including country code):

Yours faithfully,

The Transferee

.....

⁸Evidence of holding can, subject to the Information Agent's confirmation, include a transfer certificate, facility accession letter, facility agreement, custody statement, screenshot of holdings or scanned copy of a portfolio report dated no more than three (3) Business Days prior to the date of the Participating Debt Notice and that includes the following information: (i) ISIN / security description / facility agreement description; (ii) name of beneficial (or, with respect to the Existing Loans, legal and beneficial) owner of the relevant Debt Documents; (iii) position held; and (iv) current date. In the event of any questions or concerns, please contact the Information Agent.

⁹ This should be the same name that appears on the Transferor's Accession Letter.

Transferee details

Name of Transferee (Name of the Consenting
Creditor): 10

E-mail Address:

Phone Number (including country code):

¹⁰ This should be the same name that appears on the Transferee's Accession Letter.

**Schedule 4
In-Scope Debt**

1. SHIMAO GROUP HOLDINGS LIMITED

Facility			‘Existing rights’ ¹¹	
No.	Debt (Governing Law)	Principal Outstanding	Margin / Coupon	Maturity
Syndicated Loans				
1.	Hong Kong law governed 2018 Syndicated Facility	Tranche A: USD399,000,000 Tranche B: HKD2,486,050,000	2.500%	14-Sep-2022
2.	Hong Kong law governed 2019 Syndicated Facility	Tranche A: USD795,957,500 Tranche B: HKD3,794,300,000	2.500%	9-Aug-2023
3.	Hong Kong law governed 2021 Syndicated Facility	Tranche A: USD 657,500,000 Tranche B: HKD5,128,500,000	2.500%	22-Apr-2025
Bilateral Loans				
4.	Hong Kong law governed HKD 770m Facility	HKD577,500,000	2.350%	On demand
5.	Hong Kong law governed up to HKD 400m Facility	HKD400,000,000	1.600%	On demand
6.	Hong Kong law governed HKD 300m Term Loan	HKD300,000,000	3.500%	6-Sep-2023
7.	Hong Kong law governed HKD 350m RCF	HKD342,200,000	2.000%	3-Oct-2022
8.	Hong Kong law governed USD 27m Term Loan	USD27,000,000	2.500%	On demand
9.	Hong Kong law governed HKD 1.5bn Term Loan	HKD1,200,000,000	2.250%	31-Jul-2022

Facility			'Existing rights' ¹¹	
No.	Debt (Governing Law)	Principal Outstanding	Margin / Coupon	Maturity
10.	Hong Kong law governed HKD 1.5bn Term Loan	HKD1,275,000,000	2.250%	26-Jun-2023
11.	Hong Kong law governed up to HKD 400m Term Loan	HKD380,000,000	3.500%	15-Mar-2023
12.	Hong Kong law governed HKD 600m Facility	HKD404,000,000	2.500%	On demand
13.	Hong Kong law governed HKD 434m RCF	HKD434,000,000	2.400%	On demand
14.	Hong Kong law governed HKD 800m Term Loan	HKD800,000,000	1.500%	On demand
15.	Hong Kong law governed HKD 400m RCF	HKD400,000,000	1.500%	On demand
16.	Hong Kong law governed HKD 240m Term Loan	HKD228,000,000	3.100%	21-Apr-2023
Existing Notes				
17.	Private Senior Notes due 2022 (ISIN: XS2334142986; Common Code: 233414298) (NY)	USD700,000,000	4.500%	28-Apr-2022
18.	Private Zero-Coupon Senior Notes due 2022 (ISIN: XS2355408514; Common Code: 235540851) (NY)	USD373,945,000	0.000%	14-Jun-2022
19.	Senior Notes due 2022 (ISIN: XS1637274124; Common Code: 163727412) (NY)	USD1,000,000,000	4.750%	3-Jul-2022
20.	Senior Notes due 2023 (ISIN: XS2385392779; Common Code: 238539277) (NY)	USD300,000,000	3.975%	16-Sep-2023

Facility			‘Existing rights’ ¹¹	
No.	Debt (Governing Law)	Principal Outstanding	Margin / Coupon	Maturity
21.	Senior Notes due 2024 (ISIN: XS1953029284; Common Code: 195302928) (NY)	USD1,000,000,000	6.125%	21-Feb-2024
22.	Senior Notes due 2025 (ISIN: XS1759179002; Common Code: 175917900) (NY)	USD500,000,000	5.200%	30-Jan-2025
23.	Senior Notes due 2026 (ISIN: XS2025575114; Common Code: 202557511) (NY)	USD1,000,000,000	5.600%	15-Jul-2026
24.	Senior Notes due 2027 (ISIN: XS2385392936; Common Code: 238539293) (NY)	USD748,000,000	5.200%	16-Jan-2027
25.	Senior Notes due 2030 (ISIN: XS2198427085; Common Code: 219842708) (NY)	USD300,000,000	4.600%	13-Jul-2030
26.	Senior Notes due 2031 (ISIN: XS2276735326; Common Code: 227673532) (NY)	USD872,000,000	3.450%	11-Jan-2031

2. SHIMAO PROPERTY HOLDINGS (BVI) LIMITED

Facility			'Existing rights'	
No.	Debt (Governing Law)	Principal Outstanding	Margin / Coupon	Maturity
Bilateral & Outbound Guaranteed Loans				
27.	Hong Kong law governed HKD 600m Term Loan	HKD221,500,000	2.300%	9-Jun-2023
28.	Hong Kong law governed HKD 500m Term Loan	HKD500,000,000	1.800%	On demand
29.	Hong Kong law governed HKD 2.4bn Term Loan	HKD1,199,999,800	1.900%	15-Dec-2025
30.	Hong Kong law governed USD 100m Loan	USD34,080,000	1.990%	On demand
31.	Hong Kong law governed USD 100m Loan	USD45,633,414	1.300%	28-Feb-2022
32.	Hong Kong law governed USD 100m Term Loan	USD46,496,376	1.300%	5-Aug-2022
33.	Hong Kong law governed USD 100m RCF	USD49,180,509	1.30%	On demand

3. SHIMAO INVESTMENT HOLDINGS LIMITED

Facility			'Existing rights'	
No.	Debt (Governing Law)	Principal Outstanding	Margin / Coupon	Maturity
34.	Hong Kong law governed HKD 300m Term Loan	HKD300,000,000	2.500%	On demand

Schedule 5
Additional Debt

Facility		‘Existing rights’	
No.	Debt (Governing Law)	Margin / Coupon	Maturity
1.	Hong Kong law governed up to RMB 980m 2020 Loan	1.30%	On demand
2.	Hong Kong law governed up to RMB 980m 2021 Loan	1.30%	On demand
3.	Australian law governed up to RMB 1.4bn Term Loan	1.15%	On demand
4.	Australian law governed up to RMB 800m Term Loan	1.15%	On demand
5.	Hong Kong law governed HKD 975m RCF	1.00%	On demand
6.	Hong Kong law governed HKD 1.28bn Term Loan	1.30%	On demand

Schedule 6
Transaction Term Sheet

Shimao Group Holdings Limited

Restructuring Term Sheet

Subject to Contract

This term sheet (the “Term Sheet”) sets forth certain material terms and conditions in connection with the proposed restructuring (the “Proposed Restructuring”) of the In-Scope Debt (as defined below) by Shimao Group Holdings Limited (世茂集團控股有限公司). The Proposed Restructuring is expected to be implemented in accordance with the terms of this Term Sheet and such other terms to be agreed with Scheme Creditors (as defined below) through a scheme of arrangement in Hong Kong and/or such other equivalent process in any jurisdiction in which it may be necessary to effect such a process in order to implement the terms of this Term Sheet (the “Scheme”).

This Term Sheet is a summary only and does not purport to be a comprehensive or exhaustive statement of the requirements of the parties or information relating to the Proposed Restructuring. For the avoidance of doubt, this Term Sheet is indicative only and does not constitute an offer or agreement to complete the Proposed Restructuring. Nothing in this Term Sheet shall amend any term of the In-Scope Debt or constitute a waiver of any right of any party thereunder. Should the discussions between the parties result in a decision to proceed with the Proposed Restructuring, the parties shall do so only pursuant to the terms of definitive agreements to be negotiated, executed and delivered in form and substance satisfactory to each party.

It is intended that this Term Sheet will be appended to a creditor support agreement (the “CSA”) containing, among others, support undertakings from certain Scheme Creditors to support the Proposed Restructuring. Capitalized terms used but not defined in this Term Sheet shall have the same meanings ascribed to them in the CSA.

The Term Sheet does not constitute an offer to sell or a solicitation of an offer to buy any securities in the United States or any other jurisdiction. No securities may be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Any public offering of securities to be made in the United States will be made only by means of a prospectus. Such prospectus will contain detailed information about the Company and its management, as well as financial statements. No public offer of securities is to be made by the Company in the United States.

The Term Sheet is not a prospectus for the purposes of Regulation (EU) 2017/1129, including as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal Agreement) Act 2020.

GENERAL

Company	Shimao Group Holdings Limited 世茂集團控股有限公司 (formerly known as Shimao Property Holdings Limited 世茂房地產控股有限公司)
Group	The Company and its Subsidiaries (as defined below) “ Subsidiary ” means, with respect to any person, any corporation, association or other business entity which is “controlled” and consolidated by such person in accordance with GAAP. “ control ” (including, with correlative meanings, the terms “ controlling ,” “ controlled by ” and “ under common control with ”), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

	<p>“GAAP” means generally accepted accounting principles in Hong Kong as in effect from time to time.</p>
Implementation Method	<p>The Proposed Restructuring is expected to be implemented through a scheme of arrangement in Hong Kong and/or such other equivalent process in any jurisdiction in which it may be necessary to effect such a process in order to implement the terms of this Term Sheet.</p>
Scheme Creditors (and each, a Scheme Creditor)	<p>The persons holding beneficial interests (or, with respect to the Existing Loans, legal and beneficial interests) as principal in the In-Scope Debt as at the Scheme Record Time.</p> <p>“In-Scope Debt” means any indebtedness of the Company, Shimao Property Holdings (BVI) Limited (“Propco”) and Shimao Investment Holdings Limited (“Investco”) under any debt instrument listed in Schedule 4 to the CSA.</p> <p>“Existing Notes” means the debt instruments described at rows 17-26 (inclusive) of the In-Scope Debt as set out in Schedule 4 to the CSA that remain outstanding as of the date of the CSA.</p> <p>“Scheme Record Time” means the time designated by the Company for the determination of the claims of the Scheme Creditors for the purposes of voting at the scheme meeting and the deadline for the Scheme Creditors to submit voting instructions to the information agent appointed by the Company in connection with the Scheme.</p>

RESTRUCTURING OF THE IN-SCOPE DEBT

Restructuring Effective Date (“RED”)	<p>The day on which all conditions precedent to the Proposed Restructuring have been satisfied or waived (as the case may be), including the obtaining of all relevant approvals or consents.</p>
Scheme Creditors’ Claims	<p>The sum of:</p> <p>(a) the outstanding principal amount of the In-Scope Debt held by the Scheme Creditors at the Scheme Record Time (together in aggregate, the “Scheme Creditors’ Principal Amount”, and with respect to each Scheme Creditor, the “Scheme Creditor Principal Amount”); and</p> <p>(b) all accrued and unpaid interest at the Original Interest Rate on such In-Scope Debt up to (but excluding) the RED (the “Accrued Interest”)</p> <p>(together in aggregate, the “Scheme Creditors’ Claims”, and with respect to each Scheme Creditor, the “Scheme Creditor Claim”).</p> <p>On and from the RED, the Scheme Creditors shall fully release all claims and related claims against (among others) the Company, Propco, Investco, any and all of the subsidiaries of the Company, the shareholders, and the officers, directors, advisors and representatives, or office-holders, of each of the foregoing under or in connection with the In-Scope Debt, the guarantees and the security granted in connection with the In-Scope Debt and the underlying financing documents and/or indentures in exchange for and with effect from the receipt of the Restructuring Consideration (as defined below) in accordance with the composite documents to be circulated by the Company to the Scheme Creditors in relation to the Scheme.</p> <p>“Original Interest Rate” means: with respect to the In-Scope Debt, the interest rate as set forth across each In-Scope Debt (as set out in the “Margin / Coupon” column of Schedule 4 to the CSA).</p>

Restructuring Consideration

The Restructuring Consideration for each Scheme Creditor will consist of, with respect to any of the options below, one or, with respect to Options 1 through 3 below, a combination of one or more of such options (each of Option 1 through Option 4 below, an “**Option**” and, collectively, the “**Options**”), in accordance with the Scheme Creditors’ Election:

- (1) **Option 1:** at such Scheme Creditor’s election, Short Term Instrument (the “**Short Term Instrument**”) in the form of either short term notes (the “**Short Term Notes**”) or short term loan (the “**Short Term Loan**”), in a principal amount equal to 100% of the Scheme Creditor Principal Amount of the portion of the Scheme Creditor Claim so elected by such Scheme Creditor (“**Option 1 Entitlement**”);
- (2) **Option 2:** at such Scheme Creditor’s election, Long Term Instrument (the “**Long Term Instrument**”) in the form of either long term notes (the “**Long Term Notes**”, and together with the Short Term Notes, the “**New Notes**”) or long term loan (the “**Long Term Loan**”, and together with the Short Term Loan, the “**New Loans**”), in a principal amount equal to 100% of the Scheme Creditor Principal Amount of the portion of the Scheme Creditor Claim so elected by such Scheme Creditor (“**Option 2 Entitlement**”).
 - (a) The Option 2 Entitlement in the form of Long Term Notes shall comprise:
 - Series A Long Term Notes in principal amount equal to 25% of Option 2 Entitlement;
 - Series B Long Term Notes in principal amount equal to 37.5% of Option 2 Entitlement; and
 - Series C Long Term Notes in principal amount equal to 37.5% of Option 2 Entitlement.
 - (b) The Option 2 Entitlement in the form of Long Term Loan shall have an amortization schedule which substantially follows the due dates of the three series of Long Term Notes. See “Terms of the Long Term Loan” below for more details;
- (3) **Option 3:** mandatory convertible bonds (the “**Mandatory Convertible Bonds**”) that are convertible into new shares of the Company, in a principal amount equal to 100% of the Scheme Creditor Principal Amount of the portion of the Scheme Creditor Claim so elected by such Scheme Creditor (“**Option 3 Entitlement**”); and
- (4) **Option 4:** a fixed combination of different securities in an aggregate principal amount equal to 100% of the Scheme Creditor Principal Amount of such Scheme Creditor, comprising Short Term Instrument (in the form of either Short Term Notes or Short Term Loan at such Scheme Creditor’s election) in a principal amount equal to 25% of such Scheme Creditor Principal Amount, Long Term Instrument (in the form of either Long Term Notes or Long Term Loan at such Scheme Creditor’s election) in a principal amount equal to 35% of such Scheme Creditor Principal Amount and Mandatory Convertible Bonds in a principal amount equal to 40% of such Scheme Creditor Principal Amount (“**Option 4 Entitlement**”).

“**Scheme Creditors’ Election**” refers to the election of any or a combination of the Options by any Scheme Creditor as at the Scheme Record Time as part of the Restructuring Consideration, in accordance with the following:

- (1) the aggregate principal amount of Short Term Instrument allocated to all Scheme Creditors (the “**Aggregate Short Term Instrument Allocation Amount**”) shall not exceed US\$3.0 billion (the “**STI Maximum Amount**”, and, such STI Maximum Amount less 25% of the Option 4 Entitlement as elected by all Scheme Creditors, the “**Available STI Maximum Amount**”); the amount of Short Term Instrument that each Scheme Creditor will receive as Restructuring Consideration on the RED shall be:
 - with respect to any Scheme Creditor who has elected Option 4, 25% of the Option 4 Entitlement as elected by such Scheme Creditor, or
 - with respect to any Scheme Creditor who has elected Option 1, (i) the Option 1 Entitlement, or (ii) if the aggregate principal amount of Option 1 Entitlement as elected by all Scheme Creditors (the “**Aggregate Option 1 Entitlement**”) exceeds the Available STI Maximum Amount, the Available STI Maximum Amount multiplied by a quotient of (x) the Option 1 Entitlement of such Scheme Creditor and (y) the Aggregate Option 1 Entitlement, subject to allocation set forth in (3) below;

- (2) the aggregate principal amount of Long Term Instrument allocated to all Scheme Creditors (the “**Aggregate Long Term Instrument Allocation Amount**”) shall not exceed US\$4.0 billion (the “**LTI Maximum Amount**”, and, such LTI Maximum Amount less 35% of the Option 4 Entitlement as elected by all Scheme Creditors, the “**Available LTI Maximum Amount**”); the amount of Long Term Instrument that each Scheme Creditor will receive as Restructuring Consideration on the RED shall be:
 - with respect to any Scheme Creditor who has elected Option 4, 35% of the Option 4 Entitlement as elected by such Scheme Creditor, or
 - with respect to any Scheme Creditor who has elected Option 2: (i) the Option 2 Entitlement, or (ii) if the aggregate principal amount of Option 2 Entitlement as elected by all Scheme Creditors (the “**Aggregate Option 2 Entitlement**”) exceeds the Available LTI Maximum Amount, the Available LTI Maximum Amount, multiplied by a quotient of (x) the Option 2 Entitlement of such Scheme Creditor and (y) the Aggregate Option 2 Entitlement, subject to allocation set forth in 3(b); and
 - with respect to any Scheme Creditor who is allocated the Fallback Option 2 Entitlement (defined below) in accordance with (3)(a) below,
 - (i) if the Aggregate Option 2 Entitlement exceeds the Available LTI Maximum Amount, nil, subject to allocation to Option 3 Entitlement set forth in (3)(b) below, or
 - (ii) if the Available LTI Maximum Amount exceeds the Aggregate Option 2 Entitlement (the Available LTI Maximum Amount less the Aggregate Option 2 Entitlement, the “**Remaining LTI Maximum Amount**”), (a) the Fallback Option 2 Entitlement as allocated to such Scheme Creditor, or, (b) if the Aggregate

	<p>Fallback Option 2 Entitlement exceeds the Remaining LTI Maximum Amount, the Remaining LTI Maximum Amount multiplied by a quotient of (x) the Fallback Option 2 Entitlement of such Scheme Creditor and (y) the Aggregate Fallback Option 2 Entitlement, subject to allocation set forth in (3)(c) below;</p> <p>(3) (a) to the extent the Aggregate Option 1 Entitlement exceeds the Available Option 1 Maximum Amount, any Scheme Creditor Claim that cannot be exchanged into the Short Term Instrument due to any such excess amount with respect to each relevant Scheme Creditor shall be allocated to the Option 2 (the “Fallback Option 2 Entitlement”) of such Scheme Creditor (the aggregate principal amount of such Fallback Option 2 Entitlement, the “Aggregate Fallback Option 2 Entitlement”);</p> <p>(b) to the extent the Aggregate Option 2 Entitlement exceeds the Available LTI Maximum Amount, (x) any Scheme Creditor Claim with respect to which relevant Scheme Creditor has elected Option 2 Entitlement or (y) any Fallback Option 2 Entitlement, in each case, that cannot be exchanged into the Long Term Instrument due to any such excess amount shall be allocated to the Option 3 Entitlement of such Scheme Creditor; and</p> <p>(c) to the extent that the Aggregate Fallback Option 2 Entitlement in accordance with (a) above exceeds the Remaining LTI Maximum Amount, any Scheme Creditor Claim that cannot be exchanged into the Long Term Instrument due to any such excess amount with respect to each relevant Scheme Creditor shall be allocated to the Option 3 Entitlement of such Scheme Creditor; and</p> <p>(4) any Scheme Creditor that fails to submit its election of the Options by the stipulated deadline shall be deemed to have elected only Option 3 and shall be allocated Mandatory Convertible Bonds in a principal amount equal to its Scheme Creditor Principal Amount.</p> <p>To the extent that a Scheme Creditor elects both Short Term Instrument and Long Term Instrument as Restructuring Consideration, it shall receive either the New Notes or the New Loans, not any combination of the New Notes and New Loans.</p> <p>All Accrued Interest shall be ignored for purposes of calculating the Restructuring Consideration.</p>
Exchange Rate	For purpose of calculation of Scheme Creditors’ Claims and the Restructuring Consideration, US\$1 shall be translated at a fixed rate of 7.82 Hong Kong dollars.
Treatment of In-Scope Debt	On the RED, all outstanding In-Scope Debt will be exchanged in full for the Restructuring Consideration and following such exchange, all In-Scope Debt shall be cancelled and all guarantees and securities (if any) in connection with the In-Scope Debt will be released and extinguished.
Early Consent Fee	The Company shall, in accordance with the terms of the CSA, pay or procure the payment of an early consent fee (the “ Early Consent Fee ”) to each Participating Creditor who validly held Eligible Participating Debt as of the Early Consent Fee Deadline, comprising:

	<p>(1) an amount in cash (“Early Cash Consent Fee”) equal to 0.1% of the Scheme Creditor Principal Amount of the Eligible Participating Debt of such Participating Creditor; and</p> <p>(2) Short Term Instrument (in the form of either Short Term Notes or Short Term Loan at such Scheme Creditor’s election) (the “Early STI Consent Fee”) in a principal amount equal to 1% of the Scheme Creditor Principal Amount of the Eligible Participating Debt to each Participating Creditor.</p> <p>Notwithstanding the foregoing, (i) any Scheme Creditor who elects to receive New Notes as Restructuring Consideration shall only be entitled to receive Short Term Notes as Early STI Consent Fee, and (ii) any Scheme Creditor who elects to receive New Loans as Restructuring Consideration shall only be entitled to receive Short Term Loan as Early STI Consent Fee.</p>
Base Consent Fee	<p>The Company shall, in accordance with the terms of the CSA, pay or procure the payment of a base consent fee (“Base Consent Fee”) to each Participating Creditor who validly held Eligible Participating Debt as of the Base Consent Fee Deadline, comprising:</p> <p>(1) an amount in cash (“Base Cash Consent Fee”) equal to 0.1% of the Scheme Creditor Principal Amount of the Eligible Participating Debt of such Participating Creditor; and</p> <p>(2) Short Term Instrument (in the form of either Short Term Notes or Short Term Loan at such Scheme Creditor’s election) (the “Base STI Consent Fee”) in a principal amount equal to 0.5% of the Scheme Creditor Principal Amount of the Eligible Participating Debt of such Participating Creditor.</p> <p>Notwithstanding the foregoing, (i) any Scheme Creditor who elects to receive New Notes as Restructuring Consideration shall only be entitled to receive Short Term Notes as Base STI Consent Fee, and (ii) any Scheme Creditor who elects to receive New Loans as Restructuring Consideration shall only be entitled to receive Short Term Loan as Base STI Consent Fee.</p>
Conversion of Shareholder Loans	<p>Mr. Hui Wing Mau will exchange (i) US\$600 million principal amount of outstanding Shareholder Loans into US\$600 million principal amount of new long term notes (the “Long Term Notes B”) and (ii) the aggregate principal amount of outstanding Shareholder Loans less US\$600 million into such principal amount of Mandatory Convertible Bonds (the principal amount of such Mandatory Convertible Bonds issued, “Mandatory Convertible Bonds Additional Amount”).</p> <p>“Shareholder Loans” means HK\$3,963 million in aggregate principal amount of loans made by companies wholly owned by Mr. Hui Wing Mau to the Company and HK\$3,839 million in aggregate principal amount of loans made by companies wholly owned by Mr. Hui Wing Mau to subsidiaries of the Company, including corresponding on-lending arrangements.</p>
Conditions Precedent to the RED	<p>The following conditions must be satisfied or waived prior to or at the occurrence of the RED:</p> <p>(1) the obtaining of all relevant approvals or consents (e.g. including without limitation delivery of relevant court orders in respect of a scheme of arrangement);</p> <p>(2) the settlement in full of all professional fees associated with the Proposed Restructuring that the Company is obligated to pay; and</p>

	(3) the satisfaction of each of the specific conditions precedent contained in the Scheme Document.
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TERMS OF THE SHORT TERM NOTES

Capitalised terms used but not defined below will be defined in the indenture governing the Short Term Notes (“Short Term Notes Indenture”), which shall substantially follow the meanings given to them in the indenture governing the Company’s 3.45% Senior Notes due 2031 (the “2031 Notes”).

Short Term Notes Issuer	The Company									
Original Issue Date	The RED									
Original Issue Amount	The sum of (i) the Aggregate Short Term Instrument Allocation Amount in the form of Short Term Notes, in accordance with the Scheme Creditors’ Election and (ii) Early STI Consent Fee and Base STI Consent Fee in the form of Short Term Notes.									
Tenor	6 years from the RED									
Interest	<p>Interest shall be accrued and payable semi-annually in arrears, on an amount equal to 50% of the outstanding principal amount of the Short Term Notes in the following manner:</p> <ul style="list-style-type: none"> • for the first four years after RED: either in cash or in kind at the election of the Company; and • starting from the fifth year after RED: fully in cash; <p>at the following interest rates with respect to each interest payment period:</p> <ul style="list-style-type: none"> • 5.0% per annum if interest will be fully paid in cash; or • 6.0% per annum if any portion of the interest is paid in kind. 									
Mandatory Redemption	<p>The Company shall redeem on or prior to each Mandatory Redemption Date as set out in the table below, the Short Term Notes in an aggregate principal amount of no less than the principal amount set forth below at a redemption price equal to 50% of the principal amount of the Short Term Notes redeemed, plus any accrued and unpaid interest on 50% of the outstanding principal amount of the Short Term Notes so redeemed up to (but excluding) such Mandatory Redemption Date.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Mandatory Redemption Date</th> <th>Principal amount to be redeemed (9 of Original Issue Amount, on cumulative basis)</th> </tr> </thead> <tbody> <tr> <td>4th anniversary date of the RED</td> <td style="text-align: center;">33%</td> </tr> <tr> <td>5th anniversary date of the RED</td> <td style="text-align: center;">66%</td> </tr> <tr> <td>6th anniversary date of the RED</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table> <p>The amount of Short Term Notes to be mandatorily redeemed on or prior to each Mandatory Redemption Date shall be reduced by the amount of Short Term Notes redeemed or repurchased on or prior to such Mandatory Redemption Date, including but not limited to any amount of the Short Term Notes redeemed or</p>		Mandatory Redemption Date	Principal amount to be redeemed (9 of Original Issue Amount, on cumulative basis)	4th anniversary date of the RED	33%	5th anniversary date of the RED	66%	6th anniversary date of the RED	100%
Mandatory Redemption Date	Principal amount to be redeemed (9 of Original Issue Amount, on cumulative basis)									
4th anniversary date of the RED	33%									
5th anniversary date of the RED	66%									
6th anniversary date of the RED	100%									

	repurchased in accordance with the terms of the Short Term Notes set forth herein.
Guarantors	<p>The following Subsidiaries of the Company (collectively, the “Guarantors”) shall guarantee the obligations of the Company under the Short Term Notes:</p> <ul style="list-style-type: none"> (a) All Vision Limited 碩全有限公司, (b) Bonus Goal Investments Limited 鉅品投資有限公司, (c) Dokino International Limited, (d) Goodie Chance Limited 達行有限公司, (e) Lion Kingdom Investments Limited 碩天投資有限公司, (f) Marvel Joyday International Limited, (g) Money Raider Enterprises Limited, (h) Peak Castle Assets Limited, (i) Penders Enterprises Limited, (j) Power One Holdings Limited 華尚控股有限公司, (k) Running Leopard International Limited, (l) Rushing Lion Group Limited, (m) Shimao Investment Holdings Limited 世茂投資控股有限公司, (n) Sino Future Holdings Limited 祥程控股有限公司, (o) Vicking International Ltd (p) Best Cosmos Limited (“Best Cosmos”), (q) Ease Reach Group Limited, (r) Ever Dean Limited, (s) Intellect Joy Investments Limited, (t) Topwise Limited, (u) Genuine Victory Holdings Limited, (v) Shimao Property Investments Limited, (w) Speedy Gains Limited, (x) Shimao Property Holdings (BVI) Limited, and (y) Peak Gain International Limited <p>(such guarantees by the Guarantors, the “Guarantees”).</p>
Collateral	<p>The Short Term Instrument, the Long Term Instrument, the Long Term Notes B and any Permitted Pari Passu Secured Indebtedness shall be secured by the following collateral (the “Collateral”) on a <i>pari passu</i> basis, subject to the terms of an intercreditor agreement (the “ICA”) to be entered into on the RED among, <i>inter alia</i>, the Company, the collateral agent and the trustees, agents or representatives of the holders and/or creditors of the Short Term Instrument, the Long Term Instrument, the Long Term Notes B and any Permitted Pari Passu Secured Indebtedness:</p> <ul style="list-style-type: none"> • pledge over 100% of the shares of each Major Offshore Subsidiary (the “Major Offshore Subsidiary Share Pledge”); • pledge over Specified SSSL Shares (the “SSHL Share Pledge”);

- pledge and assignment of any receivable (excluding receivables from Brand Rise Limited, Star Achieve Limited and Adventure Success Limited) that is over US\$100 million of each Specified Offshore Subsidiary from any offshore Subsidiaries of the Company (the “**Offshore Receivables Pledge**”); and
- pledge over the Designated Account (as defined below).

“**Major Offshore Subsidiary**” means any of the following Subsidiary of the Company:

- Best Cosmos,
- Ease Reach Group Limited,
- Ever Dean Limited,
- Intellect Joy Investments Limited,
- Topwise Limited,
- Genuine Victory Holdings Limited,
- Shimao Property Investments Limited,
- Shimao Property Holdings (BVI) Limited (subject to termination of relevant loan agreements), and
- Peak Gain International Limited.

“**Specified Offshore Subsidiary**” means any of the following:

- Best Cosmos,
- Ease Reach Group Limited,
- Ever Dean Limited,
- Intellect Joy Investments Limited,
- Topwise Limited,
- Genuine Victory Holdings Limited,
- Shimao Property Investments Limited,
- Speedy Gains Limited,
- Peak Gain International Limited,
- Shimao Property Holdings (BVI) Limited (subject to termination of relevant loan agreements),
- Grandness Sea Group Limited, and
- Straits Construction Investment (Holdings) Limited.

“**Specified SSSL Shares**” means the ordinary shares of Shimao Services Holdings Limited (“**SSHL**”) held by Best Cosmos (other than 1,290,412 ordinary shares of SSSL registered in the name of Best Cosmos held for the share scheme adopted by the Company on 3 May 2021 as disclosed in the 2023 interim report of SSSL posted on the website of The Stock Exchange of Hong Kong Limited).

“**Designated Account**” means an offshore bank account to which the Company shall remit, or procure the remittance of (i) Net Cash Proceeds (Specified Asset); (ii) TWP Surplus Cash Flow; (iii) Net Debt Financing Proceeds; (iv) Net SSSL Proceeds; and (v) Net Shanghai Shimao Proceeds.

<p>Limitation on Use of Proceeds from Disposal of Specified Asset</p>	<p>The Company shall procure that:</p> <ul style="list-style-type: none"> (a) within 30 calendar days after (i) the occurrence of an Offshore Triggering Event and (ii) the aggregate amount of the relevant Net Cash Proceeds (Specified Asset) (as defined below) exceeds US\$20 million or its Dollar Equivalent, an amount equal to 100% of the relevant Net Cash Proceeds (Specified Asset); (b) within 3 months after (i) the occurrence of an Onshore Triggering Event and (ii) the aggregate amount of the relevant Net Cash Proceeds (Specified Asset) exceeds US\$20 million or its Dollar Equivalent, an amount equal to 60% of the relevant Net Cash Proceeds (Specified Asset); and (c) within 3 months after (i) the occurrence of an Hotel Disposal Triggering Event and (ii) the aggregate amount of the relevant Net Cash Proceeds (Specified Asset) exceeds US\$20 million or its Dollar Equivalent, an amount equal to 100% of the relevant Net Cash Proceeds (Specified Asset), <p>be applied towards:</p> <ul style="list-style-type: none"> (a) (i) payment of the interest due in the following six months on a <i>pro rata</i> basis according to the Original Issue Amounts of the Short Term Notes and the Short Term Loan, and/or (ii) repayment, prepayment or repurchase of the Short Term Notes and the Short Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts; (b) following repayment in full of the Short Term Instrument, repayment, prepayment or repurchase the Long Term Notes and Long Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts, <i>provided that</i> the portion of the Net Cash Proceeds (Specified Asset) used to repay or repurchase the Long Term Notes shall always be allocated to the series of Long Term Notes with the earliest maturity; and (c) following repayment in full of the Long Term Instrument, repayment, prepayment or repurchase the Long Term Notes B. <p>“Net Cash Proceeds (Specified Asset)” means the proceeds from disposal of any Specified Asset (or any part thereof) received by a member of the Group (other than SSSL and its Subsidiaries) (<i>provided that</i> the Company shall procure that such proceeds shall not be received by SSSL and its Subsidiaries) in cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) received in cash or cash equivalents and proceeds from the conversion of other property received in cash or cash equivalents, net of:</p> <ul style="list-style-type: none"> (a) brokerage commissions and other fees and expenses (including fees and expenses of counsel, professional advisors and investment bankers) related to or in connection with such disposal and the application of the proceeds of such disposal; (b) provisions for all taxes (whether or not such taxes will actually be paid or are payable) and other regulatory fees or charges as a result of such disposal or in connection with such Specified Asset without regard to the consolidated results of operations of the Group, taken as a whole; (c) payments made to repay indebtedness or any other obligation outstanding at the time of such disposal that is deemed as a Specified Asset Indebtedness (as defined below);
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- (d) any amount required or requested by PRC government bodies and/or under such applicable PRC law, rules, regulations, policies or measures to be deposited in a designated account or used for other purposes, which is not freely transferrable or disposable by the Company or any member of the Group, and amounts under any new financing incurred after the date of the CSA as requested by PRC government bodies and/or under such applicable PRC law, rules, regulations, policies or measures, that (in each case) are required or necessary to be paid as a result of or in connection with the disposal of such Specified Asset;
- (e) any reasonable amounts to be provided by the Company or any member of the Group as a reserve against any liabilities including, without limitation, employment benefit liabilities, amounts due to contractors and/or suppliers, liabilities related to environmental matters, and liabilities under any indemnification obligations associated with such disposal of such Specified Asset or otherwise associated with such Specified Asset, to the extent that any such liabilities are not borne by or otherwise transferred to the buyer of such Specified Asset;
- (f) amounts under indebtedness or any other liability or obligation outstanding as of the date of the CSA that (i) is secured by a Security Interest on the onshore property or onshore assets directly or indirectly sold under the disposal of such Specified Asset; or (ii) is incurred or guaranteed by a Subsidiary of the Company that directly or indirectly owns the relevant Specified Asset which is required to be paid as a result of or in connection with such disposal of such Specified Asset, in each case including any refinancing, replacement, substitute and/or exchange thereof (in a principal amount up to the sum of the total principal amount of, and any unpaid accrued interest on, the indebtedness refinanced, replaced, substituted or exchanged) and related refinancing costs; and
- (g) amounts under indebtedness or any other liability or obligation incurred after the date of the CSA that (i) is secured by any Security Interest on the onshore property or onshore assets directly or indirectly sold under the disposal of such Specified Asset; or (ii) is required to be paid as a result of or in connection with such disposal of such Specified Asset.

“**Offshore Triggering Event**” means a disposal of a Specified Offshore Asset.

“**Onshore Triggering Event**” means a disposal of a Specified Onshore Asset.

“**Hotel Disposal Triggering Event**” means a disposal of a Specified Hotel Asset.

“**Security Interest**” means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**Specified Asset**” means:

- (a) any Specified Offshore Asset;
- (b) any Specified Onshore Asset; and
- (c) any Specified Hotel Asset.

	<p>“Specified Asset Indebtedness” means indebtedness that is outstanding at the time of the disposal of a Specified Asset that (a) is secured by a Security Interest on the relevant Specified Asset (or any part thereof) or (b) is required to be paid as a result of such disposal (which is subject to agreement with the Scheme Creditors during legal documentation stage).</p> <p>“Specified Hotel Asset” means any of the following:</p> <ul style="list-style-type: none"> (a) [Redacted]; (b) [Redacted]; (c) [Redacted]; (d) [Redacted]; (e) [Redacted]; and (f) [Redacted]. <p>“Specified Offshore Asset” means any of the following:</p> <ul style="list-style-type: none"> (a) New Kowloon Inland Lot No. 6542 (situated at Yin Ping Road, Tai Wo Ping, Kowloon), which has a site area of approximately 20,401 square metres (the “Tai Wo Ping Project”); and (b) the Remaining Portion of Tung Chung Town Lot No. 38, together with the hotels erected thereon known as Four Points by Sheraton Hong Kong, Tung Chung and Sheraton Hong Kong Tung Chung Hotel (the “Tung Chung Hotels”). <p>“Specified Onshore Asset” means any of the following:</p> <ul style="list-style-type: none"> (a) [Redacted]; (b) [Redacted]; (c) [Redacted]; (d) [Redacted]; (e) [Redacted]; and (f) [Redacted].
<p>Limitation on Use of TWP Surplus Cash Flow</p>	<p>The Company shall procure that within 30 calendar days after the aggregate amount of the relevant TWP Surplus Cash Flow (as defined below) exceeds US\$20 million or its Dollar Equivalent, an amount equal to 100% of the relevant TWP Surplus Cash Flow be applied towards:</p> <ul style="list-style-type: none"> (a) (i) payment of the interest due in the following six months on a <i>pro rata</i> basis according to the Original Issue Amounts of the Short Term Notes and the Short Term Loan, and/or (ii) repayment, prepayment or

	<p>repurchase of the Short Term Notes and the Short Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts; and</p> <p>(b) following repayment in full of the Short Term Instrument, repayment, prepayment or repurchase of the Long Term Notes and Long Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts, <i>provided that</i> the portion of the TWP Surplus Cash Flow used to repay or repurchase the Long Term Notes shall always be allocated to the series of Long Term Notes with the earliest maturity; and</p> <p>(c) following repayment in full of the Long Term Instrument, repayment, prepayment or repurchase the Long Term Notes B.</p> <p>“TWP Surplus Cash Flow” means the accumulated proceeds from sales of units of the Tai Wo Ping Project received by a member of the Group (other than SSSL and its Subsidiaries) (<i>provided that</i> the Company shall procure that such proceeds shall not be received by SSSL and its Subsidiaries) in cash or cash equivalents, including payments in respect of deferred payment obligations (to the extent corresponding to the principal, but not interest, component thereof) received in cash or cash equivalents and proceeds from the conversion of other property received in cash or cash equivalents, net of:</p> <p>(a) brokerage commissions and other fees and expenses (including fees and expenses of intermediaries and advisors) related to or in connection with such sale;</p> <p>(b) provisions for all taxes (whether or not such taxes will actually be paid or are payable) and other regulatory fees or charges as a result of such sale or in connection with such sale without regard to the consolidated results of operations of the Group, taken as a whole;</p> <p>(c) accumulated marketing and operating expenses of the Tai Wo Ping Project during the normal course of project operation before all outstanding Tai Wo Ping Project Debt (as defined below) is repaid; and</p> <p>(d) amount required to repay all outstanding Tai Wo Ping Project Debt (as defined below).</p> <p>“Tai Wo Ping Project Debt” means the debt obligations under the Facility 1 Agreement and Facility 2 Agreement with total principal amount of HK\$10,300,000,000.</p>
<p>Limitation on Use of Proceeds from Specified Offshore Debt Financing</p>	<p>The Company shall procure that within 30 calendar days after (i) the occurrence of a Specified Offshore Financing Triggering Event and (ii) the aggregate amount of the relevant Net Debt Financing Proceeds exceeds US\$50 million or its Dollar Equivalent, an amount equal to 95% of the Net Debt Financing Proceeds from the relevant Specified Offshore Debt Financing be applied towards:</p> <p>(a) (i) payment of the interest due in the following six months on a <i>pro rata</i> basis according to the Original Issue Amounts of the Short Term Notes and the Short Term Loan, and/or (ii) repayment, prepayment or repurchase of the Short Term Notes and the Short Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts; and</p> <p>(b) following repayment in full of the Short Term Instrument, repayment, prepayment or repurchase of the Long Term Notes and Long Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts,</p>

	<p><i>provided that</i> the portion of the Net Debt Financing Proceeds used to repay or repurchase the Long Term Notes shall always be allocated to the series of Long Term Notes with the earliest maturity; and</p> <p>(c) following repayment in full of the Long Term Instrument, repayment, prepayment or repurchase the Long Term Notes B.</p> <p>“Net Debt Financing Proceeds” means the proceeds of any Specified Offshore Debt Financing in cash, net of:</p> <p>(a) fees and expenses (including fees and expenses of counsel, professional advisors and financiers) related to such financing;</p> <p>(b) provisions for all taxes (whether or not such taxes will actually be paid or are payable) as a result of such financing without regard to the consolidated results of operations of the Group, taken as a whole; and</p> <p>(c) appropriate amounts to be provided by the Company or any member of the Group as a reserve against any liabilities associated with such financing, including, without limitation, liabilities under any indemnification obligations associated with such financing.</p> <p>“Specified Offshore Debt Financing” means any debt financing received by a member of the Group (other than SSHL and its Subsidiaries) (<i>provided that</i> the Company shall procure that such proceeds shall not be received by SSHL and its Subsidiaries) that are lent to or secured by any Guarantor of the Short Term Instrument after the RED.</p> <p>“Specified Offshore Financing Triggering Event” means the incurrence of any Specified Offshore Debt Financing.</p>
<p>Cash Sweep - Proceeds from Disposal of Specified SSHL Shares or Dividends received from SSHL</p>	<p>The Company and Best Cosmos shall procure that within 30 calendar days after (i) the receipt of dividends in cash declared by SSHL or cash proceeds from disposal of any of the Specified SSHL Shares (such dividends or proceeds, the “SSHL Proceeds”) and (ii) the aggregate amount of the Net SSHL Proceeds exceeds US\$20 million or its Dollar Equivalent, an amount equal to 95% Net SSHL Proceeds received therefrom be applied towards:</p> <p>(a) (i) payment of the interest due in the following six months on a <i>pro rata</i> basis according to the Original Issue Amounts of the Short Term Notes and the Short Term Loan, and/or (ii) repayment, prepayment or repurchase of the Short Term Notes and the Short Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts; and</p> <p>(b) following repayment in full of the Short Term Instrument, repayment, prepayment or repurchase of the Long Term Notes and Long Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts, <i>provided that</i> the portion of the Net SSHL Proceeds used to repay or repurchase the Long Term Notes shall always be allocated to the series of Long Term Notes with the earliest maturity; and</p>

	<p>(c) following repayment in full of the Long Term Instrument, repayment, prepayment or repurchase the Long Term Notes B.</p> <p>“Net SSSL Proceeds” means SSSL Proceeds, net of:</p> <p>(a) fees and expenses (including fees and expenses of counsel, professional advisors and financiers) incurred in connection with SSSL Proceeds; and</p> <p>(b) provisions for all taxes (whether or not such taxes will actually be paid or are payable) in connection with SSSL Proceeds without regard to the consolidated results of operations of the Group, taken as a whole.</p>
<p>Cash Sweep - Proceeds from Disposal of Shanghai Shimao Shares or Dividends received from Shanghai Shimao</p>	<p>The Company and Peak Gain International Limited (“Peak Gain”) shall procure that within 30 calendar days after (i) the receipt of dividends declared and distributed by Shanghai Shimao Co. Ltd (上海世茂股份有限公司) (“Shanghai Shimao”) in cash or cash proceeds from disposal of any of the ordinary shares of Shanghai Shimao held by Peak Gain International Limited (such dividends or proceeds, the “Shanghai Shimao Proceeds”) and (ii) the aggregate amount of the Net Shanghai Shimao Proceeds exceeds US\$20 million or its Dollar Equivalent, an amount equal to 95% of Net Shanghai Shimao Proceeds be applied towards:</p> <p>(a) (i) payment of the interest due in the following six months on a <i>pro rata</i> basis according to the Original Issue Amounts of the Short Term Notes and the Short Term Loan, and/or (ii) repayment, prepayment or repurchase of the Short Term Notes and the Short Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts; and</p> <p>(b) following repayment in full of the Short Term Instrument, repayment, prepayment or repurchase of the Long Term Notes and Long Term Loan on a <i>pro rata</i> basis according to their respective Original Issue Amounts, <i>provided that</i> the portion of the Net Shanghai Shimao Proceeds used to repay or repurchase the Long Term Notes shall always be allocated to the series of Long Term Notes with the earliest maturity; and</p> <p>(c) following repayment in full of the Long Term Instrument, repayment, prepayment or repurchase the Long Term Notes B.</p> <p>“Net Shanghai Shimao Proceeds” means Shanghai Shimao Proceeds, net of:</p> <p>(a) fees and expenses (including fees and expenses of counsel, professional advisors and financiers) incurred in connection with Shanghai Shimao Proceeds; and</p> <p>(b) provisions for all taxes (whether or not such taxes will actually be paid or are payable) in connection with Shanghai Shimao Proceeds without regard to the consolidated results of operations of the Group, taken as a whole.</p>
<p>Restrictive Covenants</p>	<p>Substantially follow those in the 2031 Notes, with adjustments reasonably necessary to reflect the current circumstances and operating environment of the Company.</p>

Optional Redemption	At any time prior to the maturity of the Short Term Notes, and with not less than 10 nor more than 30 business days' prior notice, the Company may redeem the Short Term Notes, in whole or in part, at a redemption price equal to 50% of the principal amount of the Short Term Notes redeemed, plus any accrued and unpaid interest on 50% of the outstanding principal amount of the Short Term Notes so redeemed up to (but excluding) such redemption date, <i>provided that</i> it shall redeem the Short Term Notes and repay the Short Term Loan concurrently on a <i>pro rata</i> basis according to their respective Original Issue Amounts.
Amendments with Consent of Holders	The amendment provision under the Short Term Notes will be similar to those in the 2031 Notes, except that any modification, amendment or waiver requiring the consent of each Holder affected thereby shall be amended to require the consent of the holders of not less than 75% in aggregate outstanding principal amount of the Short Term Notes.
Events of Default	The events of default provision under the Short Term Notes will carve out the defaults under other indebtedness whose occurrence is as a result of any default or event of default under certain excluded indebtedness, and final judgments and orders for payment of money and certain insolvency proceedings in relation to such excluded indebtedness.
Transfer Restrictions	The Short Term Notes will not be registered under the U.S. Securities Act of 1933, as amended (the " Securities Act ") or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S under the Securities Act (" Regulation S ")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.
Form, Denomination and Registration	The Short Term Notes will be issued only in fully registered form and will be initially represented by one or more global notes. The minimum denomination of the Short Term Notes will be US\$1 and integral multiples of US\$1 in excess thereof.
Listing	Application will be made by the Company for the listing and quotation of the Short Term Notes on The Singapore Exchange Securities Trading Limited (" SGX-ST ") or another internationally recognized exchange. The Company will use commercially reasonable efforts to procure the listing of the Short Term Notes on the SGX-ST as soon as practicable on or after the RED.
Governing law and Jurisdiction	The Short Term Notes, the Guarantees, the Short Term Notes Indenture and the ICA will be governed by and will be construed in accordance with the laws of the State of New York. U.S. federal and New York state courts located in the Borough of Manhattan, The City of New York are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Short Term Notes, the Short Term Notes Indenture and the ICA. The security documents will be governed by the laws of the jurisdictions where the relevant Collateral is held or located.

TERMS OF THE SHORT TERM LOAN

Unless otherwise noted below or as the context otherwise requires, terms of the Short Term Loan shall be substantially the same as those set out in the 2021 Facility Agreement. Capitalised terms not defined in this Term Sheet shall largely follow the meanings given to them in the 2021 Facility Agreement.

Short Term Loan Borrower	The Company
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Original Issue Date	The RED	
Original Issue Amount	The sum of (i) the Aggregate Short Term Instrument Allocation Amount in the form of Short Term Loan, in accordance with the Scheme Creditors' Election and (ii) Early STI Consent Fee and Base STI Consent Fee in the form of Short Term Loan.	
Tenor	6 years from the RED	
Interest	Same as the Short Term Notes	
Guarantors	Same as the Short Term Notes	
Collateral	Same as the Short Term Notes	
Repayment Instalment	The Company shall, on or prior to each Repayment Date, repay no less than the Repayment Amount as set forth in the table below at a repayment price equal to 50% of the principal amount of the Short Term Loan, plus any accrued and unpaid interest on 50% of the outstanding principal amount of the Short Term Loan up to (but excluding) such Repayment Date.	
	Repayment Date	Repayment Amount (% of Original Issue Amount, on a cumulative basis)
	4th anniversary date of the RED	33%
	5th anniversary date of the RED	66%
	6th anniversary date of the RED	100%
	The Repayment Amount to be repaid on or prior to each Repayment Date shall be reduced by the amount of Short Term Loan repaid on or prior to such Repayment Date, including but not limited to any amount of the Short Term Loan repaid in accordance with the terms of the Short Term Loan set forth herein.	
Limitation on Use of Proceeds from Disposals of Specified Assets	Same as the Short Term Notes	
Limitation on Use of TWP Surplus Cash Flow	Same as the Short Term Notes	
Limitation on Use of Proceeds from Specified Offshore Debt Financing	Same as the Short Term Notes	

Cash Sweep - Proceeds from Disposal of Specified SSSL Shares or Dividends received from SSSL	Same as the Short Term Notes
Cash Sweep - Proceeds from Disposal of Shanghai Shimao Shares or Dividends received from Shanghai Shimao	Same as the Short Term Notes
Restrictive Covenants	Substantially the same as the Short Term Notes.
Optional Repayment	At any time prior to the maturity of the Short Term Loan, and with not less than 10 nor more than 30 business days' prior notice, the Company may repay the Short Term Loan, in whole or in part, at a repayment price equal to 50% of the principal amount of the Short Term Loan repaid, plus any accrued and unpaid interest on 50% of the outstanding principal amount of the Short Term Loan so repaid up to (but excluding) such repayment date, <i>provided that</i> the Company shall repay the Short Term Loan and redeem the Short Term Notes concurrently on a <i>pro rata</i> basis according to their respective Original Issue Amounts.
Amendments and Waivers with Consent of Creditors	The amendment provision under the Short Term Loan will be consistent with those under the 2021 Facility Agreement, except that certain terms that required all lenders consent including amendment of maturity date, amortization, interest, principal amount, security rankings, and distribution of proceeds will be amended to 75%, and amendment of other terms will require majority lender consent.
Transfer / Assignment	Lenders of the Short Term Loan may transfer and/or assign their respective position without the prior consent from the Company to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or to an insurer or any person carrying on the business of insuring against risks of default of loans or other debt liabilities or instruments.
Governing law	Hong Kong law, except that the restrictive covenant package which follows that of the Short Term Notes will be construed in accordance with New York law.

TERMS OF THE LONG TERM NOTES

Capitalised terms not defined below will be defined in the indentures governing the Long Term Notes (“**Long Term Notes Indentures**”), which shall follow the meanings given to them in the indenture governing the Company’s 2031 Notes.

Long Term Notes Issuer	The Company
Original Issue Date	The RED
Original Issue Amount	<p>The Aggregate Long Term Instrument Allocation Amount in the form of Long Term Notes, in accordance with the Scheme Creditors’ Election.</p> <p>The original issue amount of each series of the Long Term Notes shall be:</p> <ul style="list-style-type: none"> • Series A: 25% of the Original Issue Amount of the Long Term Notes; • Series B: 37.5% of the Original Issue Amount of the Long Term Notes; and • Series C: 37.5% of the Original Issue Amount of the Long Term Notes.
Tenor	<p>Series A: 7 years after the RED.</p> <p>Series B: 8 years after the RED.</p> <p>Series C: 9 years after the RED.</p>
Interest	<p>Interest shall be accrued and payable semi-annually in arrears on the outstanding principal amount of the Long Term Notes in the following manner:</p> <ul style="list-style-type: none"> • for the first six years after RED: 3.0% per annum, entirely in kind; and • starting from the seventh year after RED: 2.0% per annum, entirely in cash.
Guarantors	Same as the Short Term Notes
Collateral	Same as the Short Term Notes
Limitation on Use of Proceeds from Disposal of Specified Asset	See “Limitation on Use of Proceeds from Disposal of Specified Asset” under “—Terms of the Short Term Notes”.
Limitation on Use of TWP Surplus Cash Flow	See “Limitation on Use of TWP Surplus Cash Flow” under “—Terms of the Short Term Notes”.
Limitation on Use of Proceeds from Specified Offshore Debt Financing	See “Limitation on Use of Proceeds from Specified Offshore Debt Financing” under “—Terms of the Short Term Notes”.

Cash Sweep - Proceeds from Disposal of Specified SSSL Shares or Dividends received from SSSL	See “Cash Sweep—Proceeds from Disposal of Specified SSSL Shares or dividends received from SSSL” under “—Terms of the Short Term Notes”.
Cash Sweep - Proceeds from Disposal of Shanghai Shimao Shares or Dividends received from Shanghai Shimao	See “Cash Sweep—Proceeds from Disposal of Shanghai Shimao Shares or Dividends received from Shanghai Shimao” under “—Terms of the Short Term Notes”.
Restrictive Covenants	Same as the covenants package of the Short Term Notes.
Optional Redemption	At any time after the maturity of the Short Term Instrument or after all Short Term Instrument is redeemed or repaid and cancelled and prior to the maturity of the relevant series of the Long Term Notes, and with not less than 10 nor more than 30 business days’ prior notice, the Company may redeem the series of Long Term Notes with the earliest maturity, in whole or in part, at par, <i>provided that</i> the Company shall redeem the Long Term Notes and repay the Long Term Loan on a <i>pro rata</i> basis, according to their respective Original Issue Amounts.
Amendments with Consent of Holders	Same as Short Term Notes
Transfer Restrictions	Same as Short Term Notes
Form, Denomination and Registration	Same as Short Term Notes
Listing	Same as Short Term Notes
Governing law	Same as Short Term Notes
Jurisdiction	Same as Short Term Notes

TERMS OF THE LONG TERM LOAN

Unless otherwise noted below or as the context otherwise requires, terms of the Long Term Loan shall be substantially the same as those set out in the 2021 Facility Agreement. Capitalised terms not defined in this Term Sheet shall largely follow the meanings given to them in the 2021 Facility Agreement.

Long Term Loan Borrower	The Company	
Original Issue Date	The RED	
Original Issue Amount	The Aggregate Long Term Instrument Allocation Amount in the form of Long Term Loan , in accordance with the Scheme Creditors' Election.	
Repayment Instalment	The Company shall, on or prior to each Repayment Date, repay no less than the Repayment Amount as set forth in the table below, plus any accrued and unpaid interest on the Long Term Loan up to (but excluding) the Repayment Date:	
	Repayment Date	Repayment Amount (% of Original Issue Amount, on a cumulative basis)
	7th anniversary date of the RED	25%
	8th anniversary date of the RED	62.5%
	9th anniversary date of the RED	100%
	The Repayment Amount to be repaid on or prior to each Repayment Date shall be reduced by the amount of Long Term Loan repaid on or prior to such Repayment Date, including but not limited to any amount of the Long Term Loan repaid in accordance with the terms of the Long Term Loan set forth herein.	
Interest	Same as the Long Term Notes	
Guarantors	Same as the Short Term Notes	
Collateral	Same as the Short Term Notes	
Limitation on Use of Proceeds from Disposal of Specified Asset	See "Limitation on Use of Proceeds from Disposal of Specified Asset" under "—Terms of the Short Term Notes".	
Limitation on Use of TWP Surplus Cash Flow	See "Limitation on Use of TWP Surplus Cash Flow" under "—Terms of the Short Term Notes".	
Limitation on Use of Proceeds from Specified Offshore Debt Financing	See "Limitation on Use of Proceeds from Specified Offshore Debt Financing" under "—Terms of the Short Term Notes".	
Cash Sweep - Proceeds from Disposal of Specified SSSL Shares or Dividends	See "Cash Sweep—Proceeds from Disposal of Specified SSSL Shares or Dividends received from SSSL" under "—Terms of the Short Term Notes".	

received from SSSL	
Cash Sweep – Proceeds from Disposal of Shanghai Shimao Shares or Dividends received from Shanghai Shimao	See “Cash Sweep—Proceeds from Disposal of Shanghai Shimao Shares or Dividends received from Shanghai Shimao” under “—Terms of the Short Term Notes”.
Restrictive Covenants	Same as the covenants package of the Short Term Loan.
Optional Repayment	At any time after the maturity of the Short Term Instrument or after all Short Term Instrument is redeemed or repaid and cancelled and prior to the maturity of the Long Term Loan, and with not less than 10 nor more than 30 business days’ prior notice to the agent, the Long Term Loan Borrower may repay the Long Term Loan, in whole or in part, <i>provided that</i> the Company shall repay the Long Term Loan and redeem the Long Term Notes concurrently on a pro rata basis according to their respective Original Issue Amounts.
Amendments and Waivers with Consent of Creditors	The amendment provision under the Long Term Loan will be consistent with those under the 2021 Facility Agreement, except that certain terms that required all lenders consent including amendment of maturity date, amortization, interest, principal amount, security rankings, and distribution of proceeds will be amended to 75%, and amendment of other terms will require majority lender consent.
Transfer / Assignment	Lenders of the Long Term Loan may transfer and/or assign their respective position without the prior consent from the Company to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or to an insurer or any person carrying on the business of insuring against risks of default of loans or other debt liabilities or instruments.
Governing law	Hong Kong law, except that the restrictive covenant package which follows that of the Short Term Notes will be construed in accordance with New York law.

TERMS OF THE LONG TERM NOTES B

Capitalised terms not defined below will be defined in the indenture governing the Long Term Notes B (“Long Term Notes B Indenture”), which shall follow the meanings given to them in the indenture governing the Company’s 2031 Notes.

Long Term Notes B Issuer	The Company
Original Issue Date	The RED
Original Issue Amount	US\$600 million

Tenor	9.5 years after the RED
Interest	Interest shall be accrued and payable in kind only, semi-annually in arrears on the outstanding principal amount of the Long Term Notes B at 2.0% per annum, commencing from the RED.
Guarantors	Same as the Short Term Notes
Collateral	Same as the Short Term Notes
Limitation on Use of Proceeds from Disposal of Specified Asset	See “Limitation on Use of Proceeds from Disposal of Specified Asset” under “—Terms of the Short Term Notes”.
Limitation on Use of TWP Surplus Cash Flow	See “Limitation on Use of TWP Surplus Cash Flow” under “—Terms of the Short Term Notes”.
Limitation on Use of Proceeds from Specified Offshore Debt Financing	See “Limitation on Use of Proceeds from Specified Offshore Debt Financing” under “—Terms of the Short Term Notes”.
Cash Sweep - Proceeds from Disposal of Specified SSSL Shares or Dividends received from SSSL	See “Cash Sweep—Proceeds from Disposal of Specified SSSL Shares or dividends received from SSSL” under “—Terms of the Short Term Notes”.
Cash Sweep - Proceeds from Disposal of Shanghai Shimao Shares or Dividends received from Shanghai Shimao	See “Cash Sweep—Proceeds from Disposal of Shanghai Shimao Shares or Dividends received from Shanghai Shimao” under “—Terms of the Short Term Notes”.
Covenants	Same as the covenants package of the Short Term Notes.
Amendments with Consent of Holders	Same as Short Term Notes
Transfer Restrictions	Same as Short Term Notes

Form, Denomination and Registration	Same as Short Term Notes
Listing	Same as Short Term Notes
Governing law	Same as Short Term Notes
Jurisdiction	Same as Short Term Notes

TERMS OF THE MANDATORY CONVERTIBLE BONDS

Mandatory Convertible Bonds Issuer	The Company											
Original Issue Date	The RED											
Original Issue Amount	The Option 3 Entitlement as elected by all Scheme Creditors, as may be adjusted in accordance with the Scheme Creditors' Election, plus the Mandatory Convertible Bonds Additional Amount											
Tenor	One year from the Original Issue Date											
Interest	Nil											
Voluntary Conversion and Mandatory Conversion	<p>Voluntary Conversion: Any holder of the Mandatory Convertible Bonds may deliver a conversion notice to convert all or part of the Mandatory Convertible Bonds it holds into shares of the Company (the "New Listco Shares") at the conversion price of HK\$8.5 per share within 15 business days from the later of (a) the Original Issue Date of the Mandatory Convertible Bonds and (b) the date that the conditional listing approval from The Stock Exchange of Hong Kong Limited in respect of the New Listco Shares underlying the Mandatory Convertible Bonds becomes unconditional and fully effective.</p> <p>Mandatory Conversion: The Mandatory Convertible Bonds that are outstanding post the Voluntary Conversion (the "Remaining MCB Issue Amount") shall be mandatorily converted into New Listco Shares by instalments in accordance with the following schedule:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Mandatory Conversion Date</th> <th style="text-align: center;">Remaining MCB Issue Amount to be Converted</th> <th style="text-align: center;">Conversion Price</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">The date falling 3 months after the Original Issue Date</td> <td style="text-align: center;">25% of the Remaining MCB Issue Amount</td> <td style="text-align: center;">HK\$8.5</td> </tr> <tr> <td style="text-align: center;">The date falling 6 months after the Original Issue Date</td> <td style="text-align: center;">25% of the Remaining MCB Issue Amount</td> <td style="text-align: center;">HK\$8.5</td> </tr> </tbody> </table>			Mandatory Conversion Date	Remaining MCB Issue Amount to be Converted	Conversion Price	The date falling 3 months after the Original Issue Date	25% of the Remaining MCB Issue Amount	HK\$8.5	The date falling 6 months after the Original Issue Date	25% of the Remaining MCB Issue Amount	HK\$8.5
Mandatory Conversion Date	Remaining MCB Issue Amount to be Converted	Conversion Price										
The date falling 3 months after the Original Issue Date	25% of the Remaining MCB Issue Amount	HK\$8.5										
The date falling 6 months after the Original Issue Date	25% of the Remaining MCB Issue Amount	HK\$8.5										

	The date falling 9 months after the Original Issue Date	25% of the Remaining MCB Issue Amount	HK\$8.5
	The date falling 12 months after the Original Issue Date	25% of the Remaining MCB Issue Amount	HK\$8.5
Adjustments to Conversion Price	The Conversion Price may be adjusted in certain circumstances including stock split, consolidation, dividend and new equity issuance at less than certain issue price below market price.		
Optional Redemption	The Mandatory Convertible Bonds shall not be redeemed unless and until all Short Term Instrument and Long Term Instrument are fully repaid and/or cancelled.		
Fixed Exchange Rate	On any conversion into the New Listco Shares, US\$1 in principal amount of the Mandatory Convertible Bonds shall be translated at a fixed rate of 7.82 Hong Kong dollars.		
Form, Denomination and Registration	The Mandatory Convertible Bonds will be issued only in fully registered form and will be initially represented by one or more global notes. The minimum denomination will be US\$1 and integral multiples of US\$1 in excess thereof.		
Transfer Restrictions	The Mandatory Convertible Bonds will not be registered under the Securities Act or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.		
Amendments with Consent of the Holders	To be agreed in the long form documentation, but any amendments or waivers relating to money terms conversion or security amendments in respect of the Mandatory Convertible Bonds shall only be made or take effect if: (a) approved by at least 66% by value of the votes cast at a validly convened meeting of holders of the Mandatory Convertible Bonds, which is attended by two or more holders representing no less than 66 2/3% of the outstanding principal amount of the Mandatory Convertible Bonds at the time or (if such meeting is adjourned for lack of quorum) at the adjourned meeting, which is attended by two or more holders representing no less than 50% of the		

	<p>outstanding principal amount of the Mandatory Convertible Bonds at the time; or</p> <p>(b) approved, by way of a written resolution or electronic consents, signed or otherwise approved by holders of the Mandatory Convertible Bonds representing no less than 75% of the outstanding principal amount of the Mandatory Convertible Bonds.</p>
Condition Subsequent	<p>Due compliance with any post-issuance filing obligations required by the China Securities Regulatory Commission (“CSRC”), including the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) published by CSRC on 17 February 2023, coming into effective on 31 March 2023.</p>
Listing	<p>Application will be made for the listing and quotation of the Mandatory Convertible Bonds on the SGX-ST or another stock exchange with international standing.</p> <p>The Company will use reasonable best effort to maintain listing status of its common stock on The Stock Exchange of Hong Kong Limited</p>
Governing Law and Jurisdiction	<p>The Mandatory Convertible Bonds and the trust deed governing the Mandatory Convertible Bonds will be governed by and will be construed in accordance with the laws of Hong Kong.</p> <p>Hong Kong courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Mandatory Convertible Bonds and the trust deed governing the Mandatory Convertible Bonds.</p>

The Company

Shimao Group Holdings Limited

By: _____

Name: _____

Title: Authorised signatory

Address: 38F Tower One, Lippo Centre, 89 Queensway, Hong Kong

Email: _____

Attention: Company secretary

Propco

Shimao Property Holdings (BVI) Limited

By: _____

Name: _____

Title: Authorised signatory

Address: 38F Tower One, Lippo Centre, 89 Queensway, Hong Kong

Email: _____

Attention: Company secretary

Investco

Shimao Investment Holdings Limited

By: _____

Name: _____

Title: Authorised signatory

Address: 38F Tower One, Lippo Centre, 89 Queensway, Hong Kong

Email: _____

Attention: Company secretary

The Information Agent

Kroll Issuer Services Limited

By:  _____

Name: Mu-yen Lo

Title: Vice President

Address: Kroll Issuer Services Limited, c/o Level 3, Three Pacific Place, 1 Queen's Road East, Wan Chai, Hong Kong

Email: info@is.kroll.com

Attention: Mu-yen Lo