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SHIMAO GROUP HOLDINGS LIMITED 世茂集團控股有限公司

(於開曼群島註冊成立之有限公司)
(股份代號：813)

有關境外債務重組的最新情況

本公告乃由世茂集團控股有限公司（「本公司」）根據香港聯合交易所有限公司證券上市規則第13.09(2)(a)條及香港法例第571章《證券及期貨條例》第XIVA部而作出。

茲提述本公司日期為2024年3月25日、2024年5月2日、2024年5月31日、2024年6月26日、2024年7月26日及2024年8月30日（「該等公告」），內容有關擬議境外債務重組之公告。除文義另有所指外，本公告所用詞彙與該等公告所界定者具有相同涵義。

進一步修訂條款書

自公佈債權人支持協議修訂協議對債權人支持協議作出的修訂以來，本公司及其顧問積極與計劃債權人討論經修訂的重組方案。與計劃債權人進行有關討論後，截至本公告日期，本公司決定進一步修訂債權人支持協議修訂協議（經修訂，「條款書」）附表1所載的交易條款書（「條款書」，以及經進一步修訂，「經修訂條款書」），以反映本公司認為有利於參與債權人且不會對彼等利益造成重大不利影響的若干變動。

經修訂條款書的若干主要修訂概述如下：

- **額外控股股東承諾：**若干控股股東將承諾，其將不會自願出售、轉讓或以其他方式處置本公司股本，除非(i)有關出售、轉讓或處置不會導致其成為本公司股本總投票權20%以下的實益擁有人，且(ii)有關出售、轉讓或處置所得款項淨額用於條款書訂明的若干用途。根據短期工具或長期工具的條款，有關控股股東違反承諾可能會導致違約事件，但有慣常的寬限期。
- **工作費用：**根據本公司與有關計劃債權人將另行訂立的工作費用函件所載條款，本公司將向若干計劃債權人以強制可換股債券形式支付工作費用，有關債券將與作為重組代價一部分而發行的強制可換股債券合併及構成同一系列。
- **契約：**若干修訂以收緊將載入規管短期工具及長期工具文件的若干關鍵限制性契約，包括對債務及優先股的限制、對受限制付款的限制、對留置權及許可業務的限制，以及對發生已獲准的同等權益有抵押債務的限制的例外範圍等相關的契約。

以上僅為經修訂條款書中若干主要修訂的概要，並無詳列於經修訂條款書內的所有修訂。經修訂條款書副本（已遮蓋敏感信息）載於本公告的附錄。務請範圍內債務的所有持有人通過信息代理設立的交易網站檢索經修訂條款書的副本，並審閱經修訂條款書中所作出的全部修訂詳情後，方始作出決定。

董事會認為，於經修訂條款書反映的修訂對計劃債權人有利。本公司敦請參與債權人繼續支持擬議境外債務重組。

參與債權人如已通過有效填妥及簽立加入函件並呈交予信息代理，而有效加入債權人支持協議並欲繼續受債權人支持協議約束，則無需採取任何行動。參與債權人如已於經修訂條款書日期前有效加入債權人支持協議，可(a)（作為參與票據持有人）於 2024 年 10 月 14 日香港時間下午 5 時正前（「撤銷截止日期」），通過結算系統遞交取消請求（「取消請求」），以撤銷其已作出的相關電子指示，或(b)（作為參與貸款人）於撤銷截止日期前，通過電郵至 shimaogroup@is.kroll.com 向信息代理遞交撤銷通知（「撤銷通知」）以撤銷其加入債權人支持協議，該撤銷通知須(i)明確表明其撤銷加入債權人支持協議的意向，及(ii)引用其呈交正式填妥及簽立的加入函件後自信息代理收到的確認電子郵件中提供的獨有指示編號（UIR）。倘於撤銷截止日期前並無收到有關參與債權人的有效取消請求或撤銷通知（如適用），則有關參與債權人的加入於撤銷截止日期後將仍然有效。於經修訂條款書日期或之後加入債權人支持協議（經債權人支持協議修訂協議修訂及經修訂條款書進一步修訂）的行為將不可撤銷。

加入債權人支持協議的最新情況

截至本公告日期，計劃債權人（包括現有票據的持有人及本公司銀行貸款人協調委員會中的若干銀行，其合共持有範圍內債務的大部份）已加入債權人支持協議（經債權人支持協議修訂協議修訂及經修訂條款書進一步修訂）。

除已加入債權人支持協議的計劃債權人外，若干現有票據的持有人作為離岸債權人特別小組（「特別小組」）的成員亦原則上同意重組方案（經債權人支持協議修訂協議和經修訂條款書修訂）。截至本公告日期，合計持有範圍內債務本金總額 50%以上的計劃債權人已透過加入債權人支持協議或同意加入債權人支持協議來表明對擬議境外債務重組的支持。

境外債權人如對經修訂條款書有任何疑問，可通過電郵至 shimao@ahfghk.com 聯繫本公司財務顧問鐘港資本有限公司。

延遲同意費截止日期及邀請加入債權人支持協議

鑑於經修訂條款書所載擬議重組條款的改進，為給予計劃債權人額外時間考慮經修訂條款書及配合若干需要額外時間完成內部審批及簽署程序的計劃債權人，本公司已決定進一步延遲早鳥同意費截止日期至 2024 年 10 月 31 日香港時間下午 5 時正及一般同意費截止日期至 2024 年 11 月 29 日香港時間下午 5 時正。

本公司敦請所有尚未加入債權人支持協議的範圍內債務持有人儘快審閱債權人支持協議（經債權人支持協議修訂協議修改及經修訂條款書進一步修改），並於適用的同意費截止日期前，通過交易網站(<https://deals.is.kroll.com/shimaogroup>)向信息代理遞交經有效填妥及簽立的加入函件及禁售通知（如適用），作為參與債權人加入債權人支持協議。

信息代理的聯絡方式載列如下：

Kroll Issuer Services Limited

交易網站：<https://deals.is.kroll.com/shimaogroup>

電郵：shimaogroup@is.kroll.com

電話：+852 2281 0114 / +44 20 7704 0880

地址：香港灣仔皇后大道東 1 號太古廣場 3 座 3 樓轉交

收件人：Mu-yen Lo / Kevin Wong

本公司將適時另行刊發公告，知會本公司股東及其他投資者境外債務重組進展的任何重大發展。本公司證券持有人及潛在投資者於買賣本公司證券時，務請審慎行事。

代表董事會
世茂集團控股有限公司
主席及總裁
許世壇

香港，2024 年 10 月 2 日

於本公告日期，董事會包括三位執行董事許世壇先生（主席及總裁）、謝琨先生及趙軍先生；一位非執行董事邵亮先生；以及三位獨立非執行董事呂紅兵先生、林清錦先生及馮子華先生。

附錄
條款書

Shimao Group Holdings Limited

Transaction 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 “**Company**”). 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 and this Term Sheet shall not constitute any agreement or commitment on the part of any Scheme Creditor to enter into definitive agreements with the Company. 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.

This Term Sheet shall replace and supersede the Term Sheet appended to the amendment agreement dated 26 July 2024 (the “**CSA Amendment Agreement**”) which amends the CSA dated 25 March 2024 (amended texts are shown in double-underline and deletions shown in ~~strike through~~).

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

Implementation Method	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.
Scheme Creditors (and each, a Scheme Creditor)	<p>The persons holding beneficial interests (or, with respect to the Existing Loans a lender and/or finance party under the relevant loan, facility or other agreements) 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.</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, which shall be on or prior to the Long-Stop Date.</p> <p>On the RED, all outstanding In-Scope Debt will be exchanged in full for Restructuring Consideration and following such exchange, the In-Scope Debt shall be cancelled, all guarantees and security (if any) in connection with the In-Scope Debt shall be released, and the Restructuring Consideration shall be issued and become effective in accordance with their terms.</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 the sum of (x) 100% of the Scheme Creditor Principal Amount of the portion of the Scheme Creditor Claim so elected by such Scheme Creditor and (y) Accrued Interest thereon up to (but excluding) 31 December 2023 (such sum, “**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 the sum of (x) 100% of the Scheme Creditor Principal Amount of the portion of the Scheme Creditor Claim so elected by such Scheme Creditor and (y) Accrued Interest thereon up to (but excluding) 31 December 2023 (such sum, “**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 the sum of (x)100% of the Scheme Creditor Principal Amount of the portion of the Scheme Creditor Claim so elected by such Scheme Creditor and (y) Accrued Interest thereon up to (but excluding) 31 December 2023 (such sum, “**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 the sum of (x) 32% of such Scheme Creditor Principal Amount and (y) Accrued Interest thereon up to (but excluding) 31 December 2023, 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 the sum of (x) 32% of such Scheme Creditor Principal Amount and (y) Accrued Interest thereon up to (but excluding) 31 December 2023, and Mandatory Convertible Bonds in a principal amount equal to the sum of (x) 36% of such Scheme Creditor Principal Amount and (y) Accrued

Interest thereon up to (but excluding) 31 December 2023 (“**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\$4.0 billion (the “**STI Maximum Amount**”, and, such STI Maximum Amount less 32% 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, 32% 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 32% 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, 32% 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 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

	<p style="text-align: center;">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 STI 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”), <i>unless that</i> such Scheme Creditor makes an election to opt out of the Option 2 allocation and to receive Option 3 for all such excess amount;</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 on or after 1 January 2024 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	<p>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> <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>

	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.
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> <ol style="list-style-type: none"> (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 (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>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>
Undertaking with respect to Dividends Controlling Shareholders’ Undertakings	<p>Mr. Hui Wing Mau and any parties acting in concert with him, <u>through Gemfair Investments Limited and Shiying Finance Limited, the entities through which they are holding the capital stock of the Company, will</u> undertake that,</p> <ul style="list-style-type: none"> • <u>until the Long Term Instrument is repaid in full, they shall only elect to receive scrip dividend if any dividend is declared and distributed on the capital stock of the Company after the RED.</u> • <u>they will not voluntarily sell, transfer or otherwise dispose of the capital stock of the Company, unless (i) such sale, transfer or disposition shall not result in them being the beneficial owners of less than 20% of the total voting power of the capital stock of the Company, and (ii) net proceeds from such sale, transfer or disposition are used:</u> <ul style="list-style-type: none"> ➢ <u>for the purposes of keeping the Company’s shares of capital stock listed on The Stock Exchange of Hong Kong Limited,</u> ➢ <u>to repay interest on the Short Term Instrument and/or Long Term Instrument, and/or</u> ➢ <u>for payment of major litigation or other expenses and costs relating to solvency of the Company.</u>
Work Fee	<u>A work fee in the form of the Mandatory Convertible Bonds, which will be consolidated and form the same series with the Mandatory Convertible Bonds issued</u>

	<u>as part of the Restructuring Consideration, will be paid to certain Scheme Creditors in accordance with the terms set out in separate work fee letter(s) to be entered into between the Company and such Scheme Creditors.</u>
Conditions Precedent to the RED	<p>The following conditions must be satisfied or waived prior to or at the occurrence of the RED:</p> <ol style="list-style-type: none"> (1) the obtaining of all relevant approvals or consents (including without limitation such approvals or consents <u>(including any shareholder approval)</u> that may be necessary or required from applicable government or regulatory authorities for the consummation of the Proposed Restructuring and necessary approvals for the issuance and conversion of Mandatory Convertible Bonds); (2) delivery of relevant court orders in respect of a scheme of arrangement; (3) the settlement in full of all professional fees associated with the Proposed Restructuring that the Company is obligated to pay; (4) the settlement of the Early Cash Consent Fee and the Base Cash Consent Fee; (5) the Company shall remain listed and traded on The Stock Exchange of Hong Kong Limited; (6) all loans and other debt owing by any member of the Group to Mr. Hui Wing Mau or any of his affiliated or related individuals, entities or representatives (including any companies wholly owned by either Mr Hui and/or his affiliated or related individuals, entities or representatives) shall have been converted into Mandatory Convertible Bonds and/or Long Term Notes B in accordance with “Restructuring of the In-Scope Debt—Conversion of Shareholder Loans” set forth above, or otherwise irrevocably released and discharged; (7) the satisfaction of each of the conditions precedent contained in the Scheme Document.

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, subject to the extension set forth under “Mandatory Redemption” below.
Interest	<p>Interest shall be accrued semi-annually on 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 commencing on and from RED: either in cash or in kind at the election of the Company, <i>provided, however</i>, starting from the first year after the RED, interest in an amount equal to at least 0.1% per annum shall be paid in cash; and

	<ul style="list-style-type: none"> starting from the fifth year commencing on and from RED: fully in cash; at the following interest rates with respect to each interest payment period: <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. <p>All interest shall be payable semi-annually in arrears, <i>provided</i> that:</p> <ul style="list-style-type: none"> interest paid in kind shall be on the outstanding principal amount of the Short Term Notes, and interest paid in cash shall be on an amount equal to 50% of the outstanding principal amount of the Short Term Notes. 										
<p>Mandatory Redemption</p>	<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" data-bbox="432 853 1428 1176"> <thead> <tr> <th data-bbox="432 853 927 972">Mandatory Redemption Date</th> <th data-bbox="927 853 1428 972">Principal amount to be redeemed (% of Original Issue Amount, on a cumulative basis)</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 972 927 1021">3.5th anniversary date of the RED</td> <td data-bbox="927 972 1428 1021">25%</td> </tr> <tr> <td data-bbox="432 1021 927 1070">4.5th anniversary date of the RED</td> <td data-bbox="927 1021 1428 1070">50%</td> </tr> <tr> <td data-bbox="432 1070 927 1120">5.5th anniversary date of the RED</td> <td data-bbox="927 1070 1428 1120">75%</td> </tr> <tr> <td data-bbox="432 1120 927 1176">6th anniversary date of the RED</td> <td data-bbox="927 1120 1428 1176">100%</td> </tr> </tbody> </table> <p>Each Mandatory Redemption Date may be deferred for six months at the Company’s sole discretion, <i>provided, however</i>, that such Mandatory Redemption Date may not be deferred if the corresponding Repayment Date for the Short Term Loan is not concurrently deferred.</p> <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 repurchased in accordance with the terms of the Short Term Notes set forth herein.</p>	Mandatory Redemption Date	Principal amount to be redeemed (% of Original Issue Amount, on a cumulative basis)	3.5th anniversary date of the RED	25%	4.5th anniversary date of the RED	50%	5.5th anniversary date of the RED	75%	6th anniversary date of the RED	100%
Mandatory Redemption Date	Principal amount to be redeemed (% of Original Issue Amount, on a cumulative basis)										
3.5th anniversary date of the RED	25%										
4.5th anniversary date of the RED	50%										
5.5th anniversary date of the RED	75%										
6th anniversary date of the RED	100%										
<p>Guarantors</p>	<p>The following Subsidiaries of the Company (collectively, the “Guarantors”) shall guarantee the obligations of the Company under the Short Term Notes:</p> <ol style="list-style-type: none"> All Vision Limited 碩全有限公司, Bonus Goal Investments Limited 鉅品投資有限公司, Dokino International Limited, Goodie Chance Limited 達行有限公司, Lion Kingdom Investments Limited 碩天投資有限公司, Marvel Joyday International Limited, Money Raider Enterprises Limited, Peak Castle Assets Limited, Penders Enterprises Limited, 										

	<p>(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, (y) Peak Gain International Limited, (z) Upper Bonus Limited, (aa) Daily Right Holdings Limited, (bb) Rise Max International Limited, (cc) Excel Mode Investments Limited, (dd) Future Right Limited, and (ee) New Sincere Investments Limited.</p> <p>(such guarantees by the Guarantors, the “Guarantees”).</p>
<p>Collateral</p>	<p>The Short Term Notes, the Existing Permitted <i>Pari Passu</i> Secured Indebtedness and any future Permitted <i>Pari Passu</i> 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 <i>Pari Passu</i> Secured Indebtedness (as defined under the indenture governing the Company’s 6.125% senior notes due 2024):</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\$80 million of the Company and each Specified Offshore Subsidiary from any offshore Subsidiaries of the Company (the “Offshore Receivables Pledge”); and • pledge over each Designated Account (as defined below); and • subject to compliance with applicable laws, rules, regulations, policies or measures and the receipt of all relevant regulatory, judicial and/or governmental approvals and consent from relevant Project Lenders (as defined below) and other third parties, as case may be, mortgage over all

assets relating to any Specified Offshore Assets which are subject to first-ranking security in favor of relevant Project Lender, *provided* that security interest created over such assets shall be second-ranking (unless such assets are already subject to second-ranking security, in which case, third-ranking security); and *provided* further, that the Company shall use its reasonable best efforts to obtain the consent from relevant Project Lenders.

“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),
- Upper Bonus Limited,
- Daily Right Holdings Limited,
- Rise Max International Limited,
- Excel Mode Investments Limited,
- Future Right Limited,
- New Sincere Investments Limited, 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

	<p>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).</p> <p>“Designated Account” means Designated Account (Proceeds) or Designated Account (Financing).</p> <p>“Designated Account (Financing)” means an offshore bank account to which the Company shall remit, or procure the remittance of an equivalent amount of certain Net Debt Financing Proceeds in accordance with the terms of the Short Term Notes.</p> <p>“Designated Account (Proceeds)” means an offshore bank account to which the Company shall remit, or procure the remittance of an equivalent amount of (i) certain Net Cash Proceeds (Specified Asset); (ii) certain TWP Surplus Cash Flow; (iii) certain Net SSSL Proceeds; and (iv) certain Net Shanghai Shimao Proceeds, in accordance with the terms of the Short Term Notes.</p> <p>“Existing Permitted <i>Pari Passu</i> Secured Indebtedness” means the Short Term Loan, the Long Term Instrument, the Long Term Notes B and certain other indebtedness of the Company existing as of the RED that is secured by the Collateral on a <i>pari passu</i> basis to be set out in the long form documentation.</p> <p>“Project Lenders” means the lenders which have provided loans for the financing or refinancing of the development of the Specified Offshore Assets which are currently outstanding and secured by the Specified Offshore Assets.</p>
<p>Undertaking to Deposit Equivalent Amount of Certain Net Cash Proceeds (Specified Assets) into Designated Account (Proceeds)</p>	<p>The Company shall procure that:</p> <ul style="list-style-type: none"> (a) within 10 business days after the occurrence of an Offshore Triggering Event, an amount equal to 100% of the relevant Net Cash Proceeds (Specified Asset); (b) within 3 months after the occurrence of an Onshore Triggering Event, an amount equal to 60% of the relevant Net Cash Proceeds (Specified Asset); and (c) within 3 months after the occurrence of an Hotel Disposal Triggering Event, an amount equal to 100% of the relevant Net Cash Proceeds (Specified Asset), <p>be deposited into the Designated Account (Proceeds).</p> <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</i> that 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) reasonable and properly incurred 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 reasonably expected to be 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);
- (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; and
- (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 directly associated with such disposal of such Specified Asset or otherwise directly 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.

“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.

“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), *provided* that such indebtedness, if incurred after the date of the CSA, is used for the construction or operation of the relevant Specified Asset (or any part thereof).

“Specified Hotel Asset” means any of the following:

- (a)
- (b)
- (c)

	<p>(d) [REDACTED]</p> <p>(e) [REDACTED]</p> <p>(f) [REDACTED]</p> <p>“Specified Offshore Asset” means any of the following:</p> <p>(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</p> <p>(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> <p>“Specified Onshore Asset” means any of the following:</p> <p>(a) [REDACTED]</p> <p>(b) [REDACTED]</p> <p>(c) [REDACTED]</p> <p>(d) [REDACTED]</p> <p>(e) [REDACTED]</p> <p>(f) [REDACTED]</p> <p>(g) [REDACTED]</p>
<p>Undertaking to Deposit Equivalent Amount of TWP Surplus Cash Flow into Designated Account (Proceeds)</p>	<p>The Company shall procure that within 10 business days after its receipt of any TWP Surplus Cash Flow (as defined below), an amount equal to 100% of the relevant TWP Surplus Cash Flow be deposited into the Designated Account (Proceeds).</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</i> that 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) reasonable and properly incurred 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 reasonably expected to be payable) and other regulatory fees or charges as a</p>

	<p>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\$12,078,843,569.87.</p>
<p>Undertaking to Deposit Equivalent Amount of Certain Net Debt Financing Proceeds into Designated Account (Financing)</p>	<p>The Company shall procure that within 10 business days after the occurrence of a Specified Offshore Financing Triggering Event, an amount equal to 95% of the Net Debt Financing Proceeds from the relevant Specified Offshore Debt Financing be deposited into the Designated Account (Financing).</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</i> that 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>Undertaking to Deposit Equivalent Amount of Certain Net SSHL Proceeds into Designated Account (Proceeds)</p>	<p>The Company and Best Cosmos shall procure that within 10 business days after 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, receipt of any such dividends or proceeds, an “SSHL Shares Triggering Event”), an amount equal to 95% Net SSHL Proceeds received therefrom be deposited into the Designated Account (Proceeds).</p> <p>“Net SSHL Proceeds” means SSHL Proceeds, net of:</p> <p>(a) fees and expenses (including fees and expenses of counsel, professional advisors and financiers) incurred in connection with SSHL Proceeds; and</p> <p>(b) provisions for all taxes (whether or not such taxes will actually be paid or are payable) in connection with SSHL Proceeds without regard to the consolidated results of operations of the Group, taken as a whole.</p>

Undertaking to Deposit Equivalent Amount of Certain Shanghai Shimao Proceeds into Designated Account (Proceeds)	<p>The Company and Peak Gain International Limited (“Peak Gain”) shall procure that within 10 business days after 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, receipt of any such dividends or proceeds, an “Shanghai Shimao Shares Triggering Event”), an amount equal to 95% of Net Shanghai Shimao Proceeds be deposited into the Designated Account (Proceeds).</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>
Limitation on Use of Proceeds in Designated Account (Proceeds) and Designated Account (Financing)	<p>The Company shall, as soon as practicable and in any event within 60 calendar days after Upon the aggregate amount standing to the credit of <u>the</u> Designated Account (Proceeds) and the Designated Account (Financing) has exceeded <u>exceeding</u> US\$20 million or its Dollar Equivalent, <u>the Company shall as soon as practicable, and in an event within 60 calendar days (apply, or in the case of paragraph (a)(i) below only, on or prior to the relevant interest payment date), set aside, apply</u> all funds in such account 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 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 <u>of</u> the Long Term Notes B.</p> <p><u>For as long as any of the Short Term Instrument and Long Term Instrument remains outstanding, all funds in the Designated Account (Proceeds) and the Designated Account (Financing) shall be used in accordance with the above only.</u></p>
Monitoring Agent	<p>Upon the occurrence of an Offshore Triggering Event, an Onshore Triggering Event, a Hotel Disposal Triggering Event, an SSSL Shares Triggering Event or a Shanghai Shimao Shares Triggering Event (each, a “Triggering Event”), the Company shall engage a Monitoring Agent and provide to the Monitoring Agent certain details of the relevant Triggering Event, including price, parties, timing for completion and/or</p>

	<p>other information that may be reasonably agreed between the Monitoring Agent and the Company in the long form documentation, subject to compliance with applicable laws, rules and regulations (including, without limitation, the listing rules of the Stock Exchange of Hong Kong Limited). The Company shall notify the Monitoring Agent, relevant creditors holding the Short Term Instrument and Long Term Instrument and/or their respective trustees or agents, as the case may be, of the occurrence of any Triggering Event in accordance with terms to be set out in the long form documentation.</p> <p>“Monitoring Agent” means any independent internationally recognized professional service provider that is customarily engaged in monitoring of certain information and undertaking related responsibilities as set out in the long form documentation.</p>
<p>Limitation on Incurrence of Permitted <i>Pari Passu</i> Secured Indebtedness</p>	<p>For as long as any of the Long Term Instrument and the Short Term Instrument remains outstanding, the Company shall not, and shall procure that none of the Guarantors will, incur any Permitted <i>Pari Passu</i> Secured Indebtedness after the RED, unless the net proceeds therefrom are used first for payment of any amount due under, or repayment, prepayment or repurchase of the Short Term Instrument, and thereafter, any remaining net proceeds therefrom may be used for payment of any amount due under, or repayment, prepayment or repurchase of the Long Term Instrument, subject to any exceptions to be set out in the long form documentation, <u>which shall be limited to any Permitted <i>Pari Passu</i> Secured Indebtedness incurred to (i) settle the Base Cash Consent Fee, Early Cash Consent Fee, professional fees and/or other expenses incurred in connection with the Proposed Restructuring and (ii) repay or refinance any Out-of-Scope Debt, provided, however, that the aggregate principal amount of such Permitted <i>Pari Passu</i> Secured Indebtedness incurred under (i) and (ii) shall not exceed US\$135 million.</u></p>
<p>Information Undertaking</p>	<p>Substantially follow those included in the documents governing the relevant In-Scope Debt, with necessary adjustments in light of the proposed form of the Restructuring Consideration, details of which will be set out in the long form documentation.</p>
<p>Restrictive Covenants</p>	<p>Substantially follow those in <u>the indenture governing the 2031 Notes</u>, with adjustments <u>necessary to reflect the terms set forth in this Term Sheet, including the addition of Subsidiary Guarantees and Collateral, and as reasonably necessary to reflect the current circumstances and operating environment of the Company, including, but not limited to, the following amendments (references to sections and definitions below are to those set forth in the indenture governing the 2031 Notes):</u></p> <p><u>Limitation on Indebtedness and Preferred Stock:</u></p> <ul style="list-style-type: none"> • <u>Clauses (vii), (xvii), (xviii), (xxi), (xxii) and (xxiv) of Section 4.05(b); references to “35% of Total Assets” shall be changed to “30% of Total Assets.”</u> • <u>Clause (xiv) of Section 4.05(b): the following shall be added towards the end of the clause: “and the aggregate principal amount of Indebtedness of the Company and any Subsidiary Guarantor Incurred pursuant to this clause (xiv) at any time outstanding does not exceed US\$200.0 million.”</u> • <u>Clause (xv) of Section 4.05(b): reference to “US\$80.0 million” shall be changed to “US\$50.0 million.”</u> <p><u>Limitation on Restricted Payments:</u></p> <ul style="list-style-type: none"> • <u>Clause (C)(5) of Section 4.06(a) shall be deleted in its entirety.</u> • <u>Clause (viii) of Section 4.06(b): the “employee benefit plan” shall be limited to that existing as of the RED only.</u> • <u>Clause (xi) of Section 4.06(b) shall be deleted in its entirety.</u>

	<ul style="list-style-type: none"> • <u>Definition of “Permitted Investment”</u>: reference to “35% of Total Assets” in paragraph (16)(i) shall be changed to “30% of Total Assets.” <p><u>Limitation on Liens:</u></p> <ul style="list-style-type: none"> • <u>Section 4.07: the carveout for Relevant Indebtedness secured by Liens not exceeding “10.0% of the Company’s Tangible Net Worth” shall be deleted.</u> <p><u>Permitted Business:</u></p> <ul style="list-style-type: none"> • <u>Certain Indebtedness permitted to be incurred or certain Investments or Restricted Payments permitted to be made after the RED shall be limited to those relating to Permitted Business only, and “Permitted Business” shall be defined to mean “real estate business and other businesses related, ancillary or complementary thereto, including but not limited to real estate acquisition, development, management, investment, financing, operations and services, hotels, hospitality, cultural tourism real estate, healthcare real estate and elderly care real estate.”</u>
<p>Limitation on Voluntary Prepayment of Out-of-Scope Debt</p>	<p>Until all Short Term Instrument and Long Term Instrument have been repaid in full, the Company shall not directly or indirectly voluntarily prepay any outstanding principal amount of any Out-of-Scope Debt (as defined below), except (i) as may be required or triggered by any existing mandatory redemption/prepayment or scheduled repayment clauses under any Out-of-Scope Debt, (ii) for any tax redemption or similar clauses or (iii) as may be set forth in the long form documentation.</p> <p>“Out-of-Scope Debt” means any financial indebtedness of an offshore member of the Group incurred outside the PRC that is not an In-Scope Debt.</p>
<p>Optional Redemption</p>	<p>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.</p>
<p>Amendments with Consent of Holders</p>	<p>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.</p>
<p>Events of Default</p>	<p>The events of default provision under the Short Term Notes will <u>substantially follow those in the indenture governing the 2031 Notes, with adjustments necessary to reflect the terms set forth in this Term Sheet, including the addition of Subsidiary Guarantees and Collateral, and as reasonably necessary to reflect the current circumstances and operating environment of the Company. Such provision will</u> 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. <u>In addition, breach of undertakings set forth under “Restructuring of the In-Scope Debt—Controlling Shareholders’ Undertakings” above shall be treated similarly to the Company’s default in the performance of or breaches of any other covenant or agreement under the terms of the Short Term Notes, and may, subject to customary grace period, constitute an Event of Default.</u></p>

Transfer Restrictions	The Short Term Notes 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 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 reasonable best 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
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, subject to the extension set forth under “Repayment Instalment” below.
Interest	Same as the Short Term Notes, except that that all references to the term “Short Term Notes” in the section entitled “Interest” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Short Term Loan” and starting from the first year commencing on and from the RED, interest in an amount equal to at least 0.05%, rather than 0.1%, per annum shall be paid in cash.
Guarantors	Same as the Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Guarantors” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Short Term Loan”.
Collateral	Same as the Short Term Notes, except that (i) all references to the term “Short Term Notes” in the section entitled “Collateral” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Short Term Loan”, and (ii) the reference to “Short Term Loan” shall be replaced by the term “Short Term Notes” in the definition of “Existing Permitted <i>Pari Passu</i> Secured Indebtedness” in the section entitled “Collateral” under the heading “Terms of the Short Term Notes”.

Repayment Instalment	<p>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.</p> <table border="1" data-bbox="432 412 1428 1115"> <thead> <tr> <th data-bbox="432 412 930 501">Repayment Date</th> <th data-bbox="930 412 1428 501">Repayment Amount (% of Original Issue Amount, on a cumulative basis)</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 501 930 555">6 months after RED</td> <td data-bbox="930 501 1428 555">0.025%</td> </tr> <tr> <td data-bbox="432 555 930 609">1st anniversary date of the RED</td> <td data-bbox="930 555 1428 609">0.050%</td> </tr> <tr> <td data-bbox="432 609 930 663">1.5th anniversary date of the RED</td> <td data-bbox="930 609 1428 663">0.075%</td> </tr> <tr> <td data-bbox="432 663 930 716">2nd anniversary date of the RED</td> <td data-bbox="930 663 1428 716">0.100%</td> </tr> <tr> <td data-bbox="432 716 930 770">2.5th anniversary date of the RED</td> <td data-bbox="930 716 1428 770">0.125%</td> </tr> <tr> <td data-bbox="432 770 930 824">3rd anniversary date of the RED</td> <td data-bbox="930 770 1428 824">0.150%</td> </tr> <tr> <td data-bbox="432 824 930 878">3.5th anniversary date of the RED</td> <td data-bbox="930 824 1428 878">25.150%</td> </tr> <tr> <td data-bbox="432 878 930 931">4th anniversary date of the RED</td> <td data-bbox="930 878 1428 931">25.175%</td> </tr> <tr> <td data-bbox="432 931 930 985">4.5th anniversary date of the RED</td> <td data-bbox="930 931 1428 985">50.175%</td> </tr> <tr> <td data-bbox="432 985 930 1039">5th anniversary date of the RED</td> <td data-bbox="930 985 1428 1039">50.175%</td> </tr> <tr> <td data-bbox="432 1039 930 1093">5.5th anniversary date of the RED</td> <td data-bbox="930 1039 1428 1093">75.175%</td> </tr> <tr> <td data-bbox="432 1093 930 1146">6th anniversary date of the RED</td> <td data-bbox="930 1093 1428 1146">100%</td> </tr> </tbody> </table> <p>Each of the Repayment Dates that falls on 3.5th anniversary date of the RED, 4.5th anniversary date of the RED and 5.5th anniversary date of the RED may be deferred for six months at the Company's sole discretion, <i>provided, however</i>, that (i) such Repayment Date may not be deferred if the corresponding Mandatory Redemption Date for the Short Term Notes is not concurrently deferred; and (ii) an aggregate of no less than 0.175% of the Original Issue Amount shall have been paid on or prior to the 3.5th anniversary date, an aggregate of no less than 25.2% of the Original Issue Amount shall have been paid on or prior to the 4.5th anniversary date of the RED and an aggregate of no less than 50.2% of the Original Issue Amount shall have been paid on or prior to the 5.5th anniversary date of the RED.</p> <p>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.</p>	Repayment Date	Repayment Amount (% of Original Issue Amount, on a cumulative basis)	6 months after RED	0.025%	1st anniversary date of the RED	0.050%	1.5th anniversary date of the RED	0.075%	2nd anniversary date of the RED	0.100%	2.5th anniversary date of the RED	0.125%	3rd anniversary date of the RED	0.150%	3.5th anniversary date of the RED	25.150%	4th anniversary date of the RED	25.175%	4.5th anniversary date of the RED	50.175%	5th anniversary date of the RED	50.175%	5.5th anniversary date of the RED	75.175%	6th anniversary date of the RED	100%
Repayment Date	Repayment Amount (% of Original Issue Amount, on a cumulative basis)																										
6 months after RED	0.025%																										
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5th anniversary date of the RED	50.175%																										
5.5th anniversary date of the RED	75.175%																										
6th anniversary date of the RED	100%																										
Undertaking to Deposit Equivalent Amount of Certain Net Cash Proceeds (Specified Assets) into Designated Account (Proceeds)	<p>Same as the Short Term Notes</p>																										

Undertaking to Deposit Equivalent Amount of TWP Surplus Cash Flow into Designated Account (Proceeds)	Same as the Short Term Notes
Undertaking to Deposit Equivalent Amount of Certain Net Debt Financing Proceeds into Designated Account (Financing)	Same as the Short Term Notes
Undertaking to Deposit Equivalent Amount of Certain Net SSSL Proceeds into Designated Account (Proceeds)	Same as the Short Term Notes
Undertaking to Deposit Equivalent Amount of Certain Shanghai Shimao Proceeds into Designated Account (Proceeds)	Same as the Short Term Notes
Limitation on Use of Proceeds in Designated Account (Proceeds) and Designated Account (Financing)	Same as the Short Term Notes
Monitoring Agent	Same as the Short Term Notes
Limitation on Incurrence of Permitted <i>Pari Passu</i> Secured Indebtedness	Same as the Short Term Notes

Information Undertaking	Same as the Short Term Notes
Restrictive Covenants	Substantially the same as the Short Term Notes.
Limitation on Voluntary Prepayment of Out-of-Scope Debt	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</i> that 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 (other than any reserved matters as set forth in the long form documentation, the consent threshold of which will be set forth therein) 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.
Events of Default	Same as Short Term Notes, except that all references to the term "Short Term Notes" in the section entitled "Events of Default" under the heading "Terms of the Short Term Notes" shall be replaced by the term "Short Term Loan".
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

	<ul style="list-style-type: none"> 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: 8.5 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 commencing on and from RED: either in cash or in kind at the election of the Company, <i>provided, however</i>, starting from the first year after the RED: interest in an amount equal to at least 0.1% per annum shall be paid in cash ; and starting from the seventh year commencing on and from RED: , entirely in cash, <p>at the following interest rates with respect to each interest payment period:</p> <ul style="list-style-type: none"> 2.0% per annum if interest will be fully paid in cash; or 3.0% per annum if any portion of the interest is paid in kind.
Guarantors	Same as the Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Guarantors” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes”.
Collateral	Same as the Short Term Notes, except that (i) all references to the term “Short Term Notes” in the section entitled “Collateral” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes”, and (ii) the references to “Short Term Loan” and “Long Term Instrument” shall be replaced by the term “Short Term Instrument” and “Long Term Loan” respectively in the definition of “Existing Permitted Pari Passu Secured Indebtedness” in the section entitled “Collateral” under the heading “Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Net Cash Proceeds (Specified Assets) into Designated Account (Proceeds)	See “ Undertaking to Deposit Equivalent Amount of Certain Net Cash Proceeds (Specified Assets) into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of TWP Surplus Cash Flow into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of TWP Surplus Cash Flow into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.

Undertaking to Deposit Equivalent Amount of Certain Net Debt Financing Proceeds into Designated Account (Financing)	See “Undertaking to Deposit Equivalent Amount of Certain Net Debt Financing Proceeds into Designated Account (Financing)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Net SSSL Proceeds into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of Certain Net SSSL Proceeds into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Shanghai Shimao Proceeds into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of Certain Shanghai Shimao Proceeds into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Limitation on Use of Proceeds in Designated Account (Proceeds) and Designated Account (Financing)	Same as the Short Term Notes
Monitoring Agent	Same as the Short Term Notes
Limitation on Incurrence of Permitted <i>Pari Passu</i> Secured Indebtedness	Same as the Short Term Notes
Information Undertaking	Same as the Short Term Notes
Restrictive Covenants	Same as the covenants package of the Short Term Notes.
Limitation on Voluntary Prepayment of Out-of-Scope Debt	Same as 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</i> that 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, except that all references to the term "Short Term Notes" in the section entitled "Amendments with Consent of Holders" under the heading "Terms of the Short Term Notes" shall be replaced by the term "Long Term Notes".
Events of Default	Same as Short Term Notes, except that all references to the term "Short Term Notes" in the section entitled "Events of Default" under the heading "Terms of the Short Term Notes" shall be replaced by the term "Long Term Notes".
Transfer Restrictions	Same as Short Term Notes, except that all references to the term "Short Term Notes" in the section entitled "Transfer Restrictions" under the heading "Terms of the Short Term Notes" shall be replaced by the term "Long Term Notes".
Form, Denomination and Registration	Same as Short Term Notes, except that all references to the term "Short Term Notes" in the section entitled "Form, Denomination and Registration" under the heading "Terms of the Short Term Notes" shall be replaced by the term "Long Term Notes".
Listing	Same as Short Term Notes, except that all references to the term "Short Term Notes" in the section entitled "Listing" under the heading "Terms of the Short Term Notes" shall be replaced by the term "Long Term Notes".
Governing law and Jurisdiction	Same as Short Term Notes, except that all references to the term "Short Term Notes" and "Short Term Notes Indenture" in the section entitled "Governing law and Jurisdiction" under the heading "Terms of the Short Term Notes" shall be replaced by the term "Long Term Notes" and "Long Term Notes Indenture" respectively.

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)	
	6 months after RED	0.025%	
	1st anniversary date of the RED	0.050%	
	1.5th anniversary date of the RED	0.075%	
	2nd anniversary date of the RED	0.100%	
	2.5th anniversary date of the RED	0.125%	
	3rd anniversary date of the RED	0.150%	
	3.5th anniversary date of the RED	0.175%	
	4th anniversary date of the RED	0.200%	
	4.5th anniversary date of the RED	0.225%	
	5th anniversary date of the RED	0.250%	
	5.5th anniversary date of the RED	0.275%	
	6th anniversary date of the RED	0.300%	
	6.5th anniversary date of the RED	0.325%	
	7th anniversary date of the RED	25.325%	
	7.5th anniversary date of the RED	25.325%	
	8th anniversary date of the RED	62.825%	
	8.5th 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, except that all references to the term “Long Term Notes” in the section entitled “Interest” under the heading “Terms of the Long Term Notes” shall be replaced by the term “Long Term Loan” and that starting from the first year commencing on and from the RED, interest in an amount equal to at least 0.05%, rather than 0.1%, per annum shall be paid in cash.	
	Notwithstanding the foregoing, the Company shall, on or prior to each Interest Payment Date, pay in cash no less than the Interest Amount as set forth in the table below:		
	Interest Payment Date	Interest Amount (at the relevant interest rate on % of Original Issue Amount, on a cumulative basis)	
	7th anniversary date of the RED	25%	
	8th anniversary date of the RED	62.5%	
	8.5th anniversary date of the RED	100%	
	The Interest Amount to be paid in cash on or prior to each Interest Payment Date shall be reduced by the amount of any interest paid in cash on or prior to such Interest		

	Payment Date, including but not limited to any amount of the interest paid in cash in accordance with the terms of the Long Term Loan set forth herein.
Guarantors	Same as the Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Guarantors” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Loan”.
Collateral	Same as the Short Term Notes, except that (i) all references to the term “Short Term Notes” in the section entitled “Collateral” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Loan”, and (ii) the references to “Short Term Loan” and “Long Term Instrument” shall be replaced by the term “Short Term Instrument” and “Long Term Notes”, respectively, in the definition of “Existing Permitted Pari Passu Secured Indebtedness” in the section entitled “Collateral” under the heading “Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Net Cash Proceeds (Specified Assets) into Designated Account (Proceeds)	See “ Undertaking to Deposit Equivalent Amount of Certain Net Cash Proceeds (Specified Assets) into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of TWP Surplus Cash Flow into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of TWP Surplus Cash Flow into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Net Debt Financing Proceeds into Designated Account (Financing)	See “Undertaking to Deposit Equivalent Amount of Certain Net Debt Financing Proceeds into Designated Account (Financing)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Net SSSL Proceeds into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of Certain Net SSSL Proceeds into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.

Undertaking to Deposit Equivalent Amount of Certain Shanghai Shimao Proceeds into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of Certain Shanghai Shimao Proceeds into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Limitation on Use of Proceeds in Designated Account (Proceeds) and Designated Account (Financing)	Same as the Short Term Notes
Monitoring Agent	Same as the Short Term Notes
Limitation on Incurrence of Permitted <i>Pari Passu</i> Secured Indebtedness	Same as the Short Term Notes
Information Undertaking	Same as the Short Term Notes
Restrictive Covenants	Same as the covenants package of the Short Term Loan.
Limitation on Voluntary Prepayment of Out-of-Scope Debt	Same as the Short Term Notes
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</i> that 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 (other than any reserved matters as set forth in the long form documentation, the consent threshold of which will be set forth therein) 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.
Events of Default	Same as Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Events of Default” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Loan”.
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, except that all references to the term “Short Term Notes” in the section entitled “Guarantors” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes B”.
Collateral	Same as the Short Term Notes, except that (i) all references to the term “Short Term Notes” in the section entitled “Collateral” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes B”, and (ii) the reference to “Short Term Loan” shall be replaced by the term “Short Term Instrument” and the reference to “Long Term Notes B” shall be deleted in the definition of “Existing Permitted Pari Passu Secured Indebtedness” in the section entitled “Collateral” under the heading “Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Net Cash Proceeds (Specified Assets) into Designated Account (Proceeds)	See “ Undertaking to Deposit Equivalent Amount of Certain Net Cash Proceeds (Specified Assets) into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of TWP Surplus Cash Flow into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of TWP Surplus Cash Flow into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.

Undertaking to Deposit Equivalent Amount of Certain Net Debt Financing Proceeds into Designated Account (Financing)	See “Undertaking to Deposit Equivalent Amount of Certain Net Debt Financing Proceeds into Designated Account (Financing)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Net SSSL Proceeds into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of Certain Net SSSL Proceeds into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Undertaking to Deposit Equivalent Amount of Certain Shanghai Shimao Proceeds into Designated Account (Proceeds)	See “Undertaking to Deposit Equivalent Amount of Certain Shanghai Shimao Proceeds into Designated Account (Proceeds)” under “—Terms of the Short Term Notes”.
Limitation on Use of Proceeds in Designated Account (Proceeds) and Designated Account (Financing)	Same as Short Term Notes
Restrictive Covenants	Same as the covenants package of the Short Term Notes.
Amendments with Consent of Holders	Same as Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Amendments with Consent of Holders” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes B”.
Events of Default	Same as Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Events of Default” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes B”.
Transfer Restrictions	Same as Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Transfer Restrictions” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes B”.
Form, Denomination and Registration	Same as Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Form, Denomination and Registration” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes B”.

Listing	Same as Short Term Notes, except that all references to the term “Short Term Notes” in the section entitled “Listing” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes B”.
Governing law and Jurisdiction	Same as Short Term Notes, except that all references to the term “Short Term Notes” and “Short Term Notes Indenture” in the section entitled “Governing law and Jurisdiction” under the heading “Terms of the Short Term Notes” shall be replaced by the term “Long Term Notes B” and “Long Term Notes B Indenture” respectively.

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, <u>plus the amount of Mandatory Convertible Bonds issued as Work Fee.</u>
Status	The Mandatory Convertible Bonds constitute direct, unsubordinated, unconditional, unguaranteed and unsecured obligations of the Company, and shall at all times rank <i>pari passu</i> and without any preference or priority among themselves.
Tenor	One year from the Original Issue Date
Interest	Nil
Voluntary Conversion and Mandatory Conversion	<p>Voluntary Conversion:</p> <p>(a) 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\$6.0 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; and</p> <p>(b) Any holder of the Mandatory Convertible Bonds may deliver a conversion notice to convert all of the Mandatory Convertible Bonds it holds into the New Listco Shares at the conversion price of HK\$6.0 per share during the tenor of the Mandatory Convertible Bonds, <i>however</i>, such conversion shall only be effected as soon as practicable after the aggregate principal amount elected for conversion reaches US\$500 million, or, if the aggregate principal amount elected for conversion does not amount to US\$500 million, such conversion shall be effected on the next immediate Mandatory Conversion Date.</p> <p>Mandatory Conversion:</p>

	<p>The Mandatory Convertible Bonds that are outstanding post the Voluntary Conversion pursuant to (a) above (the “Remaining MCB Issue Amount”) shall be mandatorily converted into New Listco Shares by instalments in accordance with the following schedule, <i>provided that</i> the amount of Mandatory Convertible Bonds to be mandatorily converted on or prior to each Mandatory Conversion Date in accordance with the table below shall be reduced by the amount of Mandatory Convertible Bonds converted on or prior to such Mandatory Conversion Date in accordance with (b) under the Voluntary Conversion above:</p> <table border="1"> <thead> <tr> <th>Mandatory Conversion Date</th> <th>Remaining MCB Issue Amount to be Converted (% of Remaining MCB Issue Amount, on a cumulative basis)</th> <th>Conversion Price</th> </tr> </thead> <tbody> <tr> <td>The date falling 3 months after the Original Issue Date</td> <td>25% of the Remaining MCB Issue Amount</td> <td>HK\$6.0</td> </tr> <tr> <td>The date falling 6 months after the Original Issue Date</td> <td>50% of the Remaining MCB Issue Amount</td> <td>HK\$6.0</td> </tr> <tr> <td>The date falling 9 months after the Original Issue Date</td> <td>75% of the Remaining MCB Issue Amount</td> <td>HK\$6.0</td> </tr> <tr> <td>The date falling 12 months after the Original Issue Date</td> <td>100% of the Remaining MCB Issue Amount</td> <td>HK\$6.0</td> </tr> </tbody> </table>	Mandatory Conversion Date	Remaining MCB Issue Amount to be Converted (% of Remaining MCB Issue Amount, on a cumulative basis)	Conversion Price	The date falling 3 months after the Original Issue Date	25% of the Remaining MCB Issue Amount	HK\$6.0	The date falling 6 months after the Original Issue Date	50% of the Remaining MCB Issue Amount	HK\$6.0	The date falling 9 months after the Original Issue Date	75% of the Remaining MCB Issue Amount	HK\$6.0	The date falling 12 months after the Original Issue Date	100% of the Remaining MCB Issue Amount	HK\$6.0
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The date falling 12 months after the Original Issue Date	100% of the Remaining MCB Issue Amount	HK\$6.0														
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: <p>(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 outstanding principal amount of the Mandatory Convertible Bonds at the time; or</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.
Condition Subsequent	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.
Listing	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. The Company will use reasonable best effort to maintain listing status of its common stock on The Stock Exchange of Hong Kong Limited
Clearance	The Mandatory Convertible Bonds will be cleared through the Euroclear Bank SA/NV and Clearstream Banking S.A.
Governing Law and Jurisdiction	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. 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.