

**Amendment Deed**  
**to the Restructuring Support Agreement dated 8 February 2024**

Dated 10 July 2024

between

**YUZHOU GROUP HOLDINGS COMPANY LIMITED**

(禹洲集團控股有限公司)

as Company

and

**CERTAIN ENTITIES**

as Consenting Creditors

**Table of Contents**

<b>Contents</b>	<b>Page</b>
<b>1 Definitions and Interpretation .....</b>	<b>1</b>
<b>2 Amendments to the Original RSA .....</b>	<b>1</b>
<b>3 Representations and Warranties .....</b>	<b>3</b>
<b>4 Miscellaneous.....</b>	<b>3</b>
<b>5 Notice to Consenting Creditors .....</b>	<b>3</b>
<b>6 Governing Law .....</b>	<b>3</b>
<b>Schedule 1 The Relevant Consenting Creditors</b>	
<b>Schedule 2 Amended Term Sheet</b>	

**THIS AMENDMENT DEED** (the "**Amendment Deed**") is dated 10 July 2024 and made between:

- (1) **YUZHOU GROUP HOLDINGS COMPANY LIMITED (禹洲集團控股有限公司)**, an exempted company with limited liability incorporated under the laws of the Cayman Islands with registration number 209366 and with its registered office at Cricket Square Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (Cap. 622 of the laws of Hong Kong) with registration number F16329 and listed on The Stock Exchange of Hong Kong Limited with stock code 1628 (the "**Company**"); and
- (2) **THE ENTITIES** listed in Part 1 of Schedule 1 (*The Relevant Consenting Creditors*) to this Amendment Deed (the "**Relevant Consenting Creditors**"), who for the purposes of the Original RSA (as defined below), constitute the "Majority Initial Consenting Creditors" on the date of this Amendment Deed.

**Whereas:**

- (A) The Company and the Consenting Creditors have entered into a Restructuring Support Agreement dated 8 February 2024 (the "**Original RSA**").
- (B) Pursuant to Clause 13.1 of the Original RSA, except as provided in Clauses 13.2 and 13.3 of the Original RSA, any term of the Original RSA may be amended, varied or waived in writing by the Majority Initial Consenting Creditors or the Majority Consenting Creditors and the Company and such amendment or waiver shall be binding on the Company and all Consenting Creditors.
- (C) The parties hereto have agreed to enter into this Amendment Deed in order to include certain amendments to the Term Sheet as set forth under Schedule 7 (*Term Sheet*) of the Original RSA. The Original RSA, as amended pursuant to this Amendment Deed, shall be referred to as the "**Amended RSA**".

**It is agreed** as follows:

## **1 Definitions and Interpretation**

### **1.1** In this Amendment Deed:

- 1.1.1 each word, phrase or expression shall (unless the context otherwise requires and unless otherwise defined herein) bear the meaning attributed to it in Schedule 2 (*Definitions and interpretation*) of the Original RSA; and
- 1.1.2 the provisions of Clause 1 (*Definitions, interpretation and effectiveness*) of the Original RSA shall also apply in the interpretation hereof as if expressly set out herein.

- 1.2 The parties hereto intend this document to take effect as a deed, notwithstanding that certain of the parties hereto may execute it under hand.

## **2 Amendments to the Original RSA**

### **2.1** The parties hereto agree that with effect from the date of this Amendment Deed that:

- 2.1.1 Clause 7.1.15 of the Original RSA shall be amended to include the following additional paragraph (viii):

*"to the extent that other than this Agreement, one or more other restructuring support agreement(s) are entered into with certain other holders or lenders of the offshore indebtedness of the Group ("**Other Creditors**") in connection with the Restructuring (each, an "**Additional RSA**"), the Company shall: (x) ensure that each such Additional RSA does not contain any provision which is inconsistent with the Term Sheet, (y) ensure that it will not agree to any term which constitutes a better economic term for such Other Creditors when compared to the economic terms agreed with the Initial Consenting Creditors, provided always that "better economic term" means any consent fees that are higher than the RSA Fees, any work fees that are higher than the AHG Work Fee and payment of any other amounts to the Other Creditors (other than the scheme consideration under the Scheme) in connection with their participation in the Restructuring; and (z) prior to entry into each such Additional RSA, supply to Kirkland & Ellis, as the legal advisor to the Ad Hoc Group, with draft forms of such other Additional RSA and shall consider in good faith any comments reasonably proposed by Kirkland & Ellis solely for the purposes of ensuring compliance with sub-paragraphs (x) and (y) of this Clause 7.1.15(viii)"*

- 2.1.2 Clause 12.2.4(ii) of the Original RSA shall be deleted in its entirety and replaced with the following:

*"the commencement of an Insolvency Event in respect of the Company and/or any of the other Obligors (other than one occurring in respect of any of the Existing Debt (as defined in the Term Sheet) or at the instigation of, or on the application of, a Party (or any of its Affiliates, in each case acting in any capacity), unless such application is permitted by this Agreement)"*

- 2.1.3 the definition of "**Restructuring**" in Part A of Schedule 2 (*Definitions and interpretation*) to the Original RSA shall be deleted in its entirety and replaced with the following:

*"**Restructuring**" means the restructuring of the indebtedness of the Obligors in respect of (among others) the Existing Notes Debt to be conducted in accordance with, and on the terms set out in, the Term Sheet and this Agreement;*

- 2.1.4 the definition of "**Scheme Creditors**" in Part A of Schedule 2 (*Definitions and interpretation*) to the Original RSA shall be deleted in its entirety and replaced with the following:

*"**Scheme Creditors**" means creditors of the Company whose claims under or in connection with (among others) the Existing Notes and/or the Existing Notes Debt are (or will be) the subject of the Scheme;"*

- 2.1.5 Schedule 7 (*Term Sheet*) to the Original RSA shall be amended and shall be deemed to take effect in the form set out in Schedule 2 (*Amended Term Sheet*) hereto and that references to "**Term Sheet**" in the Original RSA shall be construed to mean the term sheet in the form set out in Schedule 2 (*Amended Term Sheet*) hereto.

- 2.2 Subject to the terms of this Amendment Deed, the Original RSA will remain in full force and effect and as from the date of this Amendment Deed, references in the Original RSA to "this Agreement", "hereunder", "herein" and like terms or to any provision of the Original RSA shall be construed as a reference to the Amended RSA.

- 2.3 The parties hereto consent and agree to the amendments to the Original RSA and in addition, without in any way limiting the generality of the foregoing, the Company and the

Relevant Consenting Creditors consent and agree to such amendments to the Original RSA pursuant to Clause 13.1 of the Original RSA.

- 2.4** Except as amended by this Amendment Deed, the rights and obligations in the Original RSA will remain in full force and effect.

### **3 Representations and Warranties**

Each of the Company and the Consenting Creditors makes each of the representations and warranties in Clause 11.1 (*All Party representations and warranties*) of the Original RSA on the date of this Amendment Deed (by reference to the facts and circumstances then existing), but as if references in Clause 11.1 of the Original RSA to "this Agreement" include this Amendment Deed and the Amended RSA.

### **4 Miscellaneous**

#### **4.1 Incorporation of Terms**

Clauses 16 (*Notice*), 20 (*Severance*) and 23 (*Disclosure*) of the Original RSA shall be deemed incorporated in this Amendment Deed (with such conforming amendments as the context requires) as if set out herein.

#### **4.2 Counterparts**

This Amendment Deed may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

### **5 Notice to Consenting Creditors**

Promptly following execution of the Amendment Deed, the Company shall send a notice with a copy of this Amendment Deed to the Consenting Creditors in accordance with Clause 16 (*Notice*) of the Original RSA.

### **6 Governing Law**

- 6.1** This Amendment Deed and any disputes or claims arising out of or in connection with it are governed by and shall be construed in accordance with Hong Kong law. This Agreement will be governed by and construed in accordance with Hong Kong law.
- 6.2** The courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

**This Amendment Deed has been executed and delivered as a deed on the date stated at the beginning of this Amendment Deed.**

**Schedule 1**  
**The Relevant Consenting Creditors**

[see over page]

*[Identities of Relevant Consenting Creditors removed]*

**Schedule 2**  
**Amended Term Sheet**

[see over page]

# Yuzhou Group Holdings Company Limited

## Non-Binding Term Sheet

### (Subject to Contract)

10 July 2024

This draft term sheet ("**Term Sheet**") outlines the principal terms and conditions of the restructuring of the Existing Debt (as defined below) of Yuzhou Group Holdings Company Limited (the "**Company**", and such restructuring being the "**Restructuring**"). This Term Sheet is not intended to be a comprehensive list of all relevant terms and conditions of the Restructuring or any other transaction in relation to the Company's offshore liabilities. Other than the terms set out in Part D (*Binding provisions*) below, this Term Sheet is not legally binding and nothing in this Term Sheet shall amend any term of the Existing Debt or constitute a waiver of any right of any party thereunder. The transactions contemplated by this Term Sheet are subject to, amongst other things, the execution of definitive documentation by the parties thereto (the "**Restructuring Documents**").

It is intended that this Term Sheet is appended to the restructuring support agreement originally dated 8 February 2024 (as amended from time to time, the "**Original RSA**") containing support undertakings for the Restructuring from certain holders of the Existing Debt. To the extent that one or more other restructuring support agreement(s) are entered into with certain other holders or lenders of the Existing Debt for the Restructuring (each, an "**Additional RSA**"), then this Term Sheet will be appended to such Additional RSA. In this Term Sheet, "**RSA**" refers to either the Original RSA or an Additional RSA, as the case may be. Each RSA shall be governed by the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.

This Term Sheet does not constitute an offer to sell or the solicitation of an offer to buy any securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such 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 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 Existing Notes Obligors (as defined below) in the United States.

This 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.

A. Overview of Restructuring	
1.	<b>Implementation</b> The Restructuring shall be principally implemented through a scheme of arrangement (or parallel schemes of arrangement) proposed to be effected in the Cayman Islands and/or Hong Kong (collectively, the " <b>Scheme</b> ") and to the extent that the Company and its advisors deem that it is necessary or advisable, through parallel schemes of arrangement in other relevant jurisdiction(s) and/or recognition proceedings in other appropriate jurisdiction(s) for the purposes of obtaining cross-border recognition and relief.

A. Overview of Restructuring		
2.	<b>Liabilities to be restructured</b>	<p>The Company's offshore liabilities in respect of:</p> <ul style="list-style-type: none"> <li>(i) the Existing Public Notes (as defined below) and the Additional Existing Debt Instruments (as defined below) (collectively, the "<b>Existing Notes</b>"); and</li> <li>(ii) the Existing Loans (as defined below), (collectively, the "<b>Existing Debt</b>").</li> </ul>
3.	<b>Existing Public Notes</b>	<p>The "<b>Existing Public Notes</b>" comprise the following New York law governed instruments which were issued by the Company and guaranteed by the Subsidiary Guarantors (as defined in the indentures in connection with the same):</p> <ul style="list-style-type: none"> <li>(a) USD350,000,000 6.00% Senior Notes due 2022 issued pursuant to an indenture dated 25 January 2017 and partially exchanged into the Public Exchange Notes, with outstanding principal amount of USD11,944,000 as of the date of this Term Sheet;</li> <li>(b) USD500,000,000 8.625% Senior Notes due 2022 issued pursuant to an indenture dated 23 January 2019 and partially exchanged into the Public Exchange Notes, with outstanding principal amount of USD14,441,000 as of the date of this Term Sheet;</li> <li>(c) USD500,000,000 8.5% Senior Notes due 2023 issued pursuant to an indenture dated 4 February 2019, with outstanding principal amount of USD500,000,000 as of the date of this Term Sheet;</li> <li>(d) USD500,000,000 8.5% Senior Notes due 2024 issued pursuant to an indenture dated 26 February 2019, with outstanding principal amount of USD500,000,000 as of the date of this Term Sheet;</li> <li>(e) USD650,000,000 6.00% Senior Notes due 2023 issued pursuant to indentures dated 25 October 2016 and 10 July 2019, with outstanding principal amount of USD650,000,000 as of the date of this Term Sheet;</li> <li>(f) USD500,000,000 8.375% Senior Notes due 2024 issued pursuant to an indenture dated 30 October 2019, with outstanding principal amount of USD497,000,000 as of the date of this Term Sheet;</li> <li>(g) USD500,000,000 8.3% Senior Notes Due 2025 issued pursuant to an indenture dated 27 November 2019, with outstanding principal amount of USD486,000,000 as of the date of this Term Sheet;</li> <li>(h) USD645,000,000 7.375% Senior Notes due 2026 issued pursuant to an indenture dated 13 January 2020, with outstanding principal amount of USD636,500,000 as of the date of this Term Sheet;</li> <li>(i) USD400,000,000 7.7% Senior Notes due 2025 issued pursuant to an indenture dated 20 February 2020, with outstanding</li> </ul>

A. Overview of Restructuring		
		<p>principal amount of USD400,000,000 as of the date of this Term Sheet;</p> <p>(j) USD300,000,000 7.85% Green Senior Notes due 2026 issued pursuant to an indenture dated 12 August 2020, with outstanding principal amount of USD295,000,000 as of the date of this Term Sheet;</p> <p>(k) USD562,000,000 6.35% Green Senior Notes due 2027 issued pursuant to an indenture dated 13 January 2021, with outstanding principal amount of USD557,000,000 as of the date of this Term Sheet;</p> <p>(l) USD100,000,000 12.0% Senior Notes due 2023 issued pursuant to an indenture dated 8 July 2021 and supplemented by supplemental indentures dated 21 January 2022, 30 June 2022 and 29 September 2022, with outstanding principal amount of USD100,000,000 as of the date of this Term Sheet;</p> <p>(m) USD200,000,000 9.95% Green Senior Notes due 2023 issued pursuant to an indenture dated 8 September 2021, with outstanding principal amount of USD179,000,000 as of the date of this Term Sheet;</p> <p>(n) USD120,000,000 8.50% Green Senior Notes due 2022 issued pursuant to an indenture dated 23 September 2021, with outstanding principal amount of USD115,000,000 as of the date of this Term Sheet; and</p> <p>(o) USD527,899,800 7.8125% Senior Notes due 2023 issued pursuant to an indenture dated 20 January 2022 ("<b>Public Exchange Notes</b>"), with outstanding principal amount of USD527,899,800 as of the date of this Term Sheet.</p>
4.	<b>Existing Loans</b>	<p>The "<b>Existing Loans</b>" comprise those facilities under the following agreement(s)/letter(s):</p> <p>(a) facility agreement for certain US Dollar and Hong Kong Dollar Term Loans dated 23 February 2021 made between, among others, the Company as borrower and China CITIC Bank International Limited as agent (as amended and restated from time to time); and</p> <p>(b) facility letter dated 25 May 2020 under Ref. LO-6712030008300 as amended by the letter dated 27 July 2021 (Ref. LO-6712130008300/TL(2)) made between made between, among others, the Company as borrower and Nanyang Commercial Bank, Limited as lender.</p>
5.	<b>Additional Existing Debt Instruments</b>	<p>The "<b>Additional Existing Debt Instruments</b>" comprise the following offshore financial indebtedness incurred by the Company as an issuer and/or a guarantor:</p> <p>(a) USD300,000,000 Senior Perpetual Securities (the "<b>Perpetual Securities</b>") issued pursuant to an indenture dated 29</p>

A. Overview of Restructuring		
		<p>September 2017, with outstanding principal amount of USD300,000,000 as of the date of this Term Sheet;</p> <p>(b) USD267,000,000 6.0% Notes due 2022 issued pursuant to a trust deed dated 17 March 2021, and partially exchanged into the Private Exchange Notes (as defined below), with outstanding principal amount of USD229,000,000 as of the date of this Term Sheet;</p> <p>(c) USD250,000,000 8.5% Notes due 2022 issued pursuant to a trust deed dated 22 June 2021, with outstanding principal amount of USD250,000,000 as of the date of this Term Sheet;</p> <p>(d) USD150,000,000 10.5% Notes due 2022 issued pursuant to a trust deed dated 7 September 2021, with outstanding principal amount of USD150,000,000 as of the date of this Term Sheet;</p> <p>(e) USD38,000,000 6.0% Notes due 2023 issued pursuant to a trust deed dated 25 April 2022 ("<b>Private Exchange Notes</b>") with outstanding principal amount of USD38,000,000 as of the date of this Term Sheet;</p> <p>(f) to the extent that the Company (in its sole discretion) considers necessary or desirable, USD100,000,000 6.0% Notes due 2021 issued pursuant to an instrument dated 29 September 2020 ("<b>Excluded Existing Notes</b>"), with outstanding principal amount of USD90,000,000 as of the date of this Term Sheet; and</p> <p>(g) (subject to the Company obtaining the prior written consent of the Majority Initial Consenting Creditors (as defined in the Original RSA)) any other offshore financial indebtedness incurred by the Company as an issuer and/or a guarantor that the Company considers necessary or desirable to include in the Restructuring.</p>
6.	<b>Description of Restructuring</b>	<p>The Restructuring will involve the following steps which shall take effect on the restructuring effective date ("<b>RED</b>"):</p> <p>(a) save for in relation to the Excluded Existing Notes<sup>1</sup>, cancellation of the Existing Debt and the full release and discharge of the following parties under the Existing Debt, amongst others, in connection with actions taken, omissions or circumstances occurring on or prior to the RED with respect to the Existing Debt and the negotiation, preparation, execution, sanction and/or implementation of the Restructuring (save in the case of wilful misconduct, gross negligence or fraud), including:</p> <p>(i) (w) the Company and all the Subsidiary Guarantors (as defined in the indentures of the Existing Public Notes) under the Existing Public Notes, (x) the Company and all Guarantors (as defined in the finance documents of the</p>

<sup>1</sup> If included in the Scheme, the Company shall determine (in its sole discretion) the restructuring steps and scope of releases (which for the avoidance of doubt, shall include releases of unsecured claims against the Company) to be granted in connection with the Excluded Existing Notes.

A. Overview of Restructuring		
		<p>Existing Loans), (y) the Company and obligors under the Additional Existing Debt Instruments (collectively, the "<b>Existing Debt Obligors</b>");</p> <p>(ii) the administrative parties in respect of the Existing Debt;</p> <p>(iii) the directors / managers / officers (or equivalent) of the Existing Debt Obligors (provided that the releases shall not apply to any claim or liability against any of these parties for breach of director's duties or malfeasance arising from or relating to actions which are not in connection with the negotiation, preparation, execution, sanction or implementation of the Restructuring);</p> <p>(iv) the Existing Debt Obligors' advisors;</p> <p>(v) the Ad Hoc Group and the CoCom (each as defined below);</p> <p>(vi) the Ad Hoc Group's advisors (including without limitation PJT Partners and Kirkland &amp; Ellis) and the CoCom's advisors (including Latham &amp; Watkins LLP); and</p> <p>(b) the issuance by the Company of new notes and new ordinary shares (where relevant) on the terms set out in Part B (<i>New Notes</i>) below.</p> <p>The RED shall occur upon the satisfaction of all conditions precedent in relation thereto (as detailed in Part C (<i>Other terms</i>) row 8 (<i>Conditions precedent/steps to be taken on RED</i>) below), including (without limitation), (i) the Grand Court of the Cayman Islands and/or, as the Company deems necessary, the High Court of Hong Kong granting the order(s) sanctioning the Scheme; and (ii) to the extent an application for recognition and assistance in relation to the Scheme under Chapter 15 of the U.S. Bankruptcy Code or in any other jurisdiction is made (if any) and/or any application is made for a parallel scheme of arrangement, the Company obtaining or abandoning the relevant court order and/or parallel scheme sanction. The scheme documents shall include a mechanism for extending the time limit (i.e. the Longstop Date (as defined in the Original RSA)) for the RED to occur.</p>
7.	<b>Scheme Creditors</b>	<p>The scheme creditors will comprise Class A Scheme Creditors (as defined below) and Class B Scheme Creditors (as defined below) (collectively, the "<b>Scheme Creditors</b>").</p> <p>Beneficial holders of the Existing Notes will vote in two classes (Class A and Class B) in respect of the Scheme.</p> <p>Lenders under the Existing Loans will vote in one class (Class A) in respect of the Scheme.</p>
8.	<b>Class A Scheme Creditors</b>	<p>Scheme Creditors who are (i) beneficial holders of the Existing Public Notes and (ii) lenders under the Existing Loans (collectively, the "<b>Class A Scheme Creditors</b>").</p>
9.	<b>Class B Scheme Creditors</b>	<p>Scheme Creditors who are beneficial holders of the relevant Additional Existing Debt Instruments ("<b>Class B Scheme Creditors</b>").</p>

A. Overview of Restructuring	
10.	<p><b>Scheme Creditors' Claims</b></p> <p>The aggregate of the following, being the "<b>Scheme Creditors' Claims</b>":</p> <ul style="list-style-type: none"> <li>(a) the outstanding principal amount of the Existing Public Notes as at the Record Date ("<b>Existing Public Notes Principal Claims</b>");</li> <li>(b) the outstanding principal amount of the Existing Loans as at the Record Date ("<b>Existing Loans Principal Claims</b>" and collectively with the Existing Public Notes Principal Claims, the "<b>Existing Class A Debt Principal Claims</b>");</li> <li>(c) the outstanding principal amount of the relevant Additional Existing Debt Instruments as at the Record Date ("<b>Additional Existing Debt Instruments Principal Claims</b>" and collectively with the Existing Class A Debt Principal Claims, the "<b>Existing Debt Principal Claims</b>"); and</li> <li>(d) all accrued and unpaid interest and/or distributions in respect of the outstanding principal under the relevant Existing Debt up to but excluding the Reference Date (the "<b>Accrued Interest Claims</b>").</li> </ul> <p>For the avoidance of doubt, (i) all the Accrued Interest Claims in respect of the relevant Existing Debt held by Scheme Creditors who elect and are allocated the STN and/or the LTN under Option 1 and/or Option 3 (each as defined below) up to but excluding the Reference Date; and (ii) 50% of the Accrued Interest Claims in respect of the relevant Existing Debt held by Scheme Creditors who elect and/or otherwise have been allocated Scheme Consideration under Option 2 (as defined below) up to but excluding the Reference Date, shall be waived on RED. In addition, any and all accrued and unpaid default interest and/or distributions arising solely in connection with or as a result of any outstanding interest and/or distribution under the relevant Existing Debt, if any, shall not be included as part of the Scheme Creditors' Claims and shall be waived on RED. Interest shall only accrue on the New Notes from the Reference Date in accordance with Section B (<i>New Notes</i>) below.</p> <p>"<b>Record Date</b>" means the date designated by the Company for the determination of the outstanding principal amount of the Existing Debt held by the Scheme Creditors for the purposes of voting at the proposed scheme meeting(s).</p> <p>"<b>Reference Date</b>" means 30 June 2024.</p>

B. New Notes					
(i) <b>General</b>					
1.	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Issuer / Company</b></td> <td>Yuzhou Group Holdings Company Limited.</td> </tr> <tr> <td><b>Original Issue Date</b></td> <td>RED.</td> </tr> </table>	<b>Issuer / Company</b>	Yuzhou Group Holdings Company Limited.	<b>Original Issue Date</b>	RED.
<b>Issuer / Company</b>	Yuzhou Group Holdings Company Limited.				
<b>Original Issue Date</b>	RED.				

B. New Notes	
3.	<p><b>Scheme Consideration</b></p> <p>The scheme consideration shall include either one or a combination of the following options (the "<b>Scheme Consideration</b>") in accordance with each Scheme Creditor's election and subject to the Election Requirements:</p> <p>(a) <u>Option 1</u>: Scheme Creditors electing to receive Option 1 shall receive their pro-rata proportion of (i) STN up to the STN Face Value Cap (as defined below); and (ii) Cash Payment (as defined below);</p> <p>(b) <u>Option 2</u>: Scheme Creditors electing to receive Option 2 or who are automatically re-assigned to Option 2 (as a result of an oversubscription of the STN) shall receive:</p> <p>(i) the MTN (as defined and divided into tranches as referenced below);</p> <p>(ii) the New Equity (as defined below); and</p> <p>(iii) the LTN (as defined below) in respect of 50% of their Accrued Interest Claims (the remaining 50% being waived on RED); and</p> <p>(c) <u>Option 3</u>: Scheme Creditors electing to receive Option 3 or who are automatically assigned to Option 3 by default if they do not make any election shall receive the LTN.</p> <p>To the extent that the Scheme Creditors' election for Option 1 results in the STN Face Value exceeding the Class A STN Face Value Cap and the Class B STN Face Value Cap respectively, the unconverted portion of the Existing Debt Principal Claims and the Accrued Interest Claims in relation thereto will be automatically reassigned to Option 2.</p> <p><b>"Election Requirements"</b> means, with respect to the election made by any Scheme Creditor, such election which will not result in any tranche of New Notes to be received by such Scheme Creditor having a principal amount that is less than USD1,000.</p>
4.	<p><b>New Notes</b></p> <p>All Scheme Creditors shall receive new notes (the "<b>New Notes</b>") with their respective coupons, tranches, guarantee and security packages and maturity dates as set out below. As a general principle, unless otherwise indicated in this Term Sheet or subsequently agreed between the Company and the Ad Hoc Group, the New Notes issued to the Scheme Creditors shall be based on the existing indentures in respect of the Existing Public Notes.</p> <p>Subject to the Election Requirements, all Scheme Creditors shall have the option to elect their relevant series of New Notes in the form of either or a combination of Option 1, Option 2 or Option 3. A Scheme Creditor who fails to elect its preferred option before the relevant deadlines shall be allocated Option 3 by default.</p>

<b>B. New Notes</b>		
		<p>The MTN shall comprise four tranches as described below.</p> <p>If a clearing system participant represents more than one holder or a holder wishes to receive part of its Scheme Consideration in one series of New Notes and other part(s) in other series of New Notes, it may elect to do so subject to the Election Requirements.</p> <p>Accordingly, the New Notes shall comprise the following series of notes:</p> <p>(a) short-term notes ("<b>STN</b>");</p> <p>(b) medium-term notes ("<b>MTN</b>"), which shall comprise four tranches, namely the MTN Tranche A, the MTN Tranche B, the MTN Tranche C and the MTN Tranche D; and</p> <p>(c) long-term notes ("<b>LTN</b>").</p>
<b>(ii) Option 1 / STN</b>		
<b>5.</b>	<b>Description and Allocation</b>	<p>Scheme Creditors who elect Option 1 as Scheme Consideration in exchange for their Scheme Creditors' Claims shall receive, in respect of their Scheme Creditors' Claims so elected:</p> <p>(a) in the case of Class A Scheme Creditors, STN with the following face value to be issued on RED: a face value equal to (i) 30% of their relevant Existing Class A Debt Principal Claims; <i>less</i> (ii) their pro-rata proportion of the Cash Payment to be paid on RED (in aggregate, the "<b>Class A STN Face Value</b>"); and</p> <p>(b) in the case of Class B Scheme Creditors, STN with the following face value to be issued on RED: a face value equal to (i) 10% of their relevant Additional Existing Debt Instruments Principal Claims; <i>less</i> (ii) their pro-rata proportion of the Cash Payment to be paid on RED (in aggregate, the "<b>Class B STN Face Value</b>", together with the Class A STN Face Value, the "<b>STN Face Value</b>").</p> <p>The Class A STN Face Value shall be capped at USD356,500,000 (the "<b>Class A STN Face Value Cap</b>").</p> <p>The Class B STN Face Value shall be capped at USD18,760,000 (the "<b>Class B STN Face Value Cap</b>", and collectively with the Class A STN Face Value Cap, the "<b>STN Face Value Cap</b>").</p> <p>To the extent that (i) the Class A Scheme Creditors' election for Option 1 results in the Class A STN Face Value exceeding the Class A STN Face Value Cap; and/or (ii) the Class B Scheme Creditors' election for Option 1 results in the Class B STN Face Value exceeding the Class B STN Face Value Cap, all such Class A Scheme Creditors and/or Class B Scheme Creditors (as applicable) who have elected to receive</p>

B. New Notes		
		<p>Option 1 as Scheme Consideration shall have their unallocated Existing Debt Principal Claims and the corresponding Accrued Interest Claims automatically re-assigned to Option 2.</p> <p>The following will be automatically re-assigned to Option 2:</p> <p>(a) in the case of Class A Scheme Creditors, an aggregate amount equal to: (i) the amount of the Existing Class A Debt Principal Claims which proportionately reflects the difference between the Class A STN Face Value and the Class A STN Face Value Cap ("<b>Class A Option 1 Excess Amount (Principal)</b>"); <i>plus</i> (ii) the Accrued Interest Claims in respect of such Class A Option 1 Excess Amount (Principal) ("<b>Class A Option 1 Excess Amount (Interest)</b>") (collectively, the "<b>Class A Option 1 Excess Amount</b>"); and/or</p> <p>(b) in the case of Class B Scheme Creditors, an aggregate amount equal to: (i) the amount of the Additional Existing Debt Instruments Principal Claims which proportionately reflects the difference between the Class B STN Face Value and the Class B STN Face Value Cap ("<b>Class B Option 1 Excess Amount (Principal)</b>"); <i>plus</i> (ii) the Accrued Interest Claims in respect of such Class B Option 1 Excess Amount (Principal) ("<b>Class B Option 1 Excess Amount (Interest)</b>") (collectively, the "<b>Class B Option 1 Excess Amount</b>", and collectively with the Class A Option 1 Excess Amount, the "<b>Option 1 Excess Amount</b>").</p> <p>Notwithstanding anything in this Term Sheet, the Company reserves the right to increase the STN Face Value Cap and/or the overall face value of the STN in its sole discretion at any time within 60 days after the Record Date, provided that if the Company increases the STN Face Value Cap, the Class A STN Face Value Cap and the Class B STN Face Value Cap will be increased proportionately.</p> <p>All the Accrued Interest Claims in respect of the Existing Debt Principal Claims converted to STN shall be waived on RED.</p>
6.	<b>Maturity and mandatory redemption</b>	<p>Maturity date: 30 June 2027.</p> <p>On each of the following dates (each a "<b>Mandatory Redemption Date</b>"), in respect of each STN that remains outstanding (which, for the avoidance of doubt, shall not include any STN that has been repurchased and cancelled before such date), the Company shall redeem (such redemption, a "<b>Mandatory Redemption</b>") at least the Minimum Principal Amount (as defined below) of such STN at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, up to (but not including) the relevant Mandatory Redemption Date:</p>

B. New Notes											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Mandatory Redemption Date</th> <th style="width: 50%;">Required principal amount (on cumulative basis)</th> </tr> </thead> <tbody> <tr> <td>30 December 2025</td> <td>5.33% of the original issue amount of such STN</td> </tr> <tr> <td>30 June 2026</td> <td>10.66% of the original issue amount of such STN</td> </tr> <tr> <td>30 December 2026</td> <td>15.99% of the original issue amount of such STN</td> </tr> <tr> <td>30 June 2027</td> <td>The remaining outstanding principal amount of such STN</td> </tr> </tbody> </table> <p><b>"Minimum Principal Amount"</b> means the greater of (a) zero; and (b) an amount equivalent to (i) the required principal amount set forth in the above table on the relevant Mandatory Redemption Date minus (ii) in respect of such STN only, the aggregate principal amount redeemed from the original issue date up to but excluding the relevant Mandatory Redemption Date pursuant to the terms of the indenture ("<b>Permitted Redemption</b>") provided that such Permitted Redemption was on a pro rata basis in respect of all STN then outstanding at the time when such Permitted Redemption took place (including any redemptions pursuant to an STN Cash Sweep Redemption (as defined in row 10 (<i>Cash Sweep</i>) of Section B (<i>New Notes</i>))).</p> <p>For the avoidance of doubt, the indenture governing the STN shall not include any optional redemption provision in respect of all STN outstanding with a redemption price lower than 100% of the principal amount plus accrued and unpaid interest.</p>	Mandatory Redemption Date	Required principal amount (on cumulative basis)	30 December 2025	5.33% of the original issue amount of such STN	30 June 2026	10.66% of the original issue amount of such STN	30 December 2026	15.99% of the original issue amount of such STN	30 June 2027	The remaining outstanding principal amount of such STN
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7.	<p><b>Coupon</b></p> <p>6.0% per annum, paid semi-annually in arrears and in cash. The first interest payment date shall be the date falling six months after the Reference Date (the "<b>First Interest Payment Date</b>").</p> <p>In the event the First Interest Payment Date (and any subsequent interest payment date(s), as the case may be) falls on a date before the RED, the interest payable on the First Interest Payment Date (and such subsequent interest payment date(s)) shall be paid into the Allocation Account (as defined below) on or before the First Interest Payment Date (or such subsequent interest payment date(s), as applicable) and such monies shall be disbursed (directly or indirectly) in full in favour of the beneficial holders of the STN on the RED.</p>										
8.	<p><b>Guarantee and Security</b></p> <p>The guarantee and security package for the STN shall include:</p> <p>(a) corporate guarantees from the 42 Subsidiary Guarantors under the Existing Public Notes;</p>										

B.	New Notes
	<p>(b) security over all the issued shares of the 42 Subsidiary Guarantors under the Existing Public Notes (together with paragraph (a) above, the "<b>Common Security Package</b>"), to be shared with Scheme Creditors who elect or have been automatically allocated Option 2 as Scheme Consideration and Scheme Creditors who elect for or have been automatically allocated Option 3 as Scheme Consideration by default, on a pari passu basis;</p> <p>(c) first ranking security over the equity interest of each project company listed in Schedule 1 (<i>Credit Enhancement Package</i>) hereto held by the Company or any of its offshore subsidiaries (the "<b>Credit Enhancement Package</b>");</p> <p>(d) first ranking security over such number of shares representing in aggregate 10% of the issued ordinary shares of the Company to be held directly or indirectly by Mr. Lam Lung On and Ms. Kwok Ying Lan (collectively, the "<b>Sponsors</b>") immediately after RED; and</p> <p>(e) first ranking security over the Allocation Account (as defined below) ("<b>Allocation Account Security</b>").</p> <p>For the avoidance of doubt, (i) the terms of the STN shall include customary Limitation on Liens provisions pursuant to which the issuer and restricted subsidiaries will undertake not to incur, assume or permit to exist any lien on any collateral, subject to customary exceptions; and (ii) the security documentation relevant to the Allocation Account Security will include restrictions on withdrawals, which will be subject to customary exceptions, including withdrawals for application in accordance with the Cash Sweep (as defined below).</p>
9.	<p><b>Cash payment</b></p> <p>On the RED, the Company shall (or shall procure its subsidiary to) make the following payments (collectively, the "<b>Cash Payment</b>"): </p> <p>(a) USD23,500,000 in cash to be paid to the Class A Scheme Creditors who elect and are allocated STN, on a pro rata basis; and</p> <p>(b) USD1,240,000 in cash to be paid to Class B Scheme Creditors who elect and are allocated STN, on a pro rata basis,</p> <p><u>provided that</u>, in the event that (i) the STN is undersubscribed (i.e. the STN Face Value Cap is not met or exceeded), the quantum of the Cash Payment payable to Class A Scheme Creditors and/or Class B Scheme Creditors in aggregate respectively shall be proportionately reduced; or (ii) the Company increases the STN Face Value Cap in accordance with row 5 (<i>Description and Allocation</i>) of this Section B (<i>New Notes</i>), the Company shall likewise increase the quantum of the Cash Payment proportionately.</p>

B.	New Notes
	<p>For the avoidance of doubt, the combined value of the STN Face Value and the Cash Payment received by any Scheme Creditor who is allocated the STN should not, in any instance, exceed:</p> <ul style="list-style-type: none"> <li>(a) in the case of Class A Scheme Creditors, 30% of their Existing Class A Debt Principal Claims allocated to the STN; and</li> <li>(b) in the case of Class B Scheme Creditors, 10% of their Additional Existing Debt Instruments Principal Claims allocated to the STN.</li> </ul>
10.	<p><b>Cash Sweep</b></p> <p><u>Specified Asset Sale:</u></p> <ul style="list-style-type: none"> <li>(a) Upon consummation of any Specified Asset Sale (as defined below), the Company shall, subject to satisfaction of certain conditions precedent which shall include but are not limited to conditions in connection with local laws and regulations with respect to remittance of monies to outside of the PRC into the Allocation Account (as defined below) ("<b>Remittance Conditions</b>"), remit 70% of the: <ul style="list-style-type: none"> <li>(i) Net Cash Proceeds; and</li> <li>(ii) in the event any non-cash proceeds are received from such Specified Asset Sale, the cash-equivalent of such non-cash proceeds (after any brokerage commissions, fees, expenses and tax relating to such Specified Asset Sale),</li> </ul> <p>(together, the "<b>Specified Asset Sale Allocation Amount</b>"), to a designated account outside of the PRC which shall be opened within 120 days from the date of the Original RSA (the "<b>Allocation Account</b>").</p> </li> <li>(b) The Company shall undertake to carry out (or procure the applicable Group member(s) to carry out) all steps and actions necessary or desirable which are within the control of the Company and the applicable Group member(s) for the remittance of monies to outside of the PRC mentioned above, namely: <ul style="list-style-type: none"> <li>(i) to take all actions necessary to transfer the relevant proceeds to a member of the Group that satisfies the statutory and/or regulatory conditions to: (A) submit the remittance application and perform all other steps required under sub-paragraph (ii) below; and (B) remit such proceeds to an onshore bank;</li> <li>(ii) to promptly submit the remittance application (including all other supporting documents required in relation thereto) to an onshore bank for transfer to an offshore bank and, if requested or required by the onshore bank, use best endeavors to obtain all applicable regulatory approvals (if any) for transfer of the relevant proceeds to an offshore bank; and</li> <li>(iii) once the offshore bank receives the funds, promptly transfer the funds to the Allocation Account,</li> </ul> </li> </ul>

B.	New Notes
	<p>(such steps and actions collectively, the "<b>Relevant Remittance Steps</b>").</p> <p>Any failure by the Company to comply with the above undertakings shall constitute a default under the New Notes.</p> <p>(c) The Group shall only agree to and enter into any sale, transfer or disposal of any of the Specified Assets listed in Schedule 2 (<i>Specified Assets</i>) hereto <u>provided</u> that the sale of such Specified Asset is in accordance with the Agreed Protocol (as defined below).</p> <p><u>WFOE Project Companies Proceeds:</u></p> <p>(a) The Company shall, subject to satisfaction of the Remittance Conditions, remit 70% of the WFOE Project Companies Proceeds in respect of the WFOE Project Companies listed under Schedule 3 (<i>WFOE Project Companies</i>) (the "<b>WFOE Project Companies Proceeds Allocation Amount</b>") to the Allocation Account.</p> <p>(b) The Company shall undertake to carry out (or procure the applicable Group member(s) to carry out) the Relevant Remittance Steps. Any failure by the Company to comply with the foregoing undertaking shall constitute a default under the New Notes.</p> <p>(c) The Group shall only agree and enter into any sale, transfer or disposal of any of the WFOE Project Companies provided that the sale of such WFOE Project Company is in accordance with the Agreed Protocol.</p> <p><u>Cash Sweep:</u></p> <p>The Company (i) may, at any time (at its discretion); and (ii) shall, within the Allocation Period (as defined below), whenever the Aggregate Allocation Amount (as defined below) exceeds USD50,000,000, apply, or procure the application of, the Aggregate Allocation Amount in the manner set out below (the "<b>Cash Sweep</b>") (and for the avoidance of doubt, withdrawals from the Allocation Account by the Company will be permitted to facilitate such application):</p> <p>(a) firstly, for so long as the STN remains outstanding, the Aggregate Allocation Amount shall be applied by the Company in its sole discretion in any, or a combination, of the following ways:</p> <p>(i) repayment of any amount(s) which are due and payable under the STN at such time on a pro-rata basis;</p> <p>(ii) in the event there are no amounts that are then due and payable under the STN, towards redemption of the STN at par plus accrued and unpaid interest, from all existing</p>

B.	New Notes
	<p>holders on a pro rata basis (the "<b>STN Cash Sweep Redemption</b>"); and/or</p> <p>(iii) strictly between RED and the date falling 12 months before the maturity of the STN only, and provided always that all amounts which would become due in respect of any upcoming Mandatory Redemption and/or interest under the STN within the next six months have either been (A) reserved for in the Allocation Account; and/or (B) redeemed in accordance with paragraph (ii) above, towards making one or more public offers to holders of the then outstanding STN to repurchase the STN, including at a purchase price below par via a Modified Dutch Auction Tender Offer, and the purchased notes shall be delivered to the relevant trustee for cancellation as soon as practicable. For the avoidance of doubt: (i) the Company shall not repurchase any outstanding STN via repurchases not publicly offered to other holders; and (ii) all results of any public offers to holders of the STN shall be made public through an announcement of the HKEX.</p> <p>(b) secondly, and only after all outstanding amounts under the STN have been repaid and/or redeemed in full, the Aggregate Allocation Amount shall be applied by the Company in its sole discretion in any, or a combination, of the following ways:</p> <p>(i) repayment of any amount(s) which are due and payable under the MTN at such time on a pro-rata basis;</p> <p>(ii) in the event there are no amounts that are then due and payable under the MTN, towards redemption of the MTN (proportionately across each outstanding tranche) from all holders of the MTN on a pro rata basis, at par plus accrued and unpaid interest; and/or</p> <p>(iii) towards making one or more public offers to holders of the MTN (proportionately across each outstanding tranche of the MTNs) to repurchase the relevant tranche of MTN, including at a purchase price below par via a Modified Dutch Auction Tender Offer, and the repurchased notes shall be delivered to the relevant trustee for cancellation as soon as practicable. For the avoidance of doubt, (i) the Company shall not repurchase any outstanding tranche of MTN via repurchases not publicly offered to other holders; and (ii) all results of any public offers to holders of the MTN shall be made public through an announcement on the HKEX.</p> <p>For the purposes of this section:</p> <p><b>"Aggregate Allocation Amount"</b> means the aggregate of (i) the Specified Asset Sale Allocation Amount; <i>plus</i> (ii) the WFOE Project Companies Proceeds Allocation Amount, which is in the Allocation Account and is accumulated and remains unapplied from time to time.</p>

B.	New Notes
	<p><b>"Agreed Protocol"</b> means:</p> <p>(a) for any sale which occurs within 18 months following the Reference Date, the Company and the Ad Hoc Group Advisors shall agree to a set of pre-determined valuations in respect of the Specified Assets and WFOE Project Companies. The Company shall not sell any such asset at a price which is lower than the pre-determined valuations unless no objection is received from beneficial holder(s) of the STN or any outstanding tranche of MTN representing more than 25% of the aggregate principal amount of the then outstanding STN or the relevant tranche of MTN (as applicable) within 10 Business Days of the Company notifying the relevant trustees under the New Notes of the proposed sale;</p> <p>(b) for any sale which occurs after 18 months following the Reference Date, the valuation of the relevant asset which is subject to the sale shall be conducted in such manner that is not prohibited by the Listing Rules and in accordance with the Company's existing procedures. Notwithstanding the above, in the event the sale price of an asset is anticipated to be more than USD25 million, the Company shall procure a valuation or use a valuation that is obtained within three months prior to the execution of the relevant sale and purchase agreement or other agreement to such effect, and shall not sell such asset at a price less than 90% of the valuation unless no objection is received from beneficial holder(s) of the STN or any outstanding tranche of MTN representing more than 25% of the aggregate principal amount of the then outstanding STN or the relevant tranche of MTN (as applicable) within 10 Business Days of the Company notifying the relevant trustees under the New Notes of the proposed sale; and</p> <p>(c) in respect of paragraphs (a) and (b) above, the valuations shall be based on a valuation report prepared by a Valuer certifying the fair market value of the Specified Assets and/or WFOE Project Companies.</p> <p><b>"Allocation Period"</b> means a 45-Business Day period after the date on which the Aggregate Allocation Amount exceeds USD50 million.</p> <p><b>"Business Day"</b> means any day which is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city of New York, in London, in Hong Kong, in the People's Republic of China or in the Cayman Islands are authorised or required, by law or government regulation, to close.</p> <p><b>"Group"</b> means the Company and/or its subsidiaries (including step-down subsidiaries).</p> <p><b>"Modified Dutch Auction Tender Offer"</b> means a modified Dutch auction tender offer which shall be offered to all beneficial holders of the STN or the relevant outstanding tranche of MTN (as the case may be) other than to the beneficial holders in any jurisdiction where the</p>

B.	New Notes
	<p>inclusion of such holders would require the Company or any subsidiary to comply with any requirements under the securities laws of such jurisdiction that are, in the Company's sole discretion, unduly onerous, provided that all tender offers shall be made available to holders that are "qualified institutional buyers" as defined in Rule 144A under the U.S. Securities Act of 1933 (the "<b>Securities Act</b>") and "institutional accredited investors" as defined in Rule 501(A)(1), (2), (3) or (7) under the Securities Act, in each case, without any restrictions.</p> <p><b>"Net Cash Proceeds"</b> shall have the same meaning as stated in the indentures of the Existing Public Notes.</p> <p><b>"Specified Asset Sale"</b> means, from the date of the Original RSA:</p> <ul style="list-style-type: none"> <li>(a) any sale, transfer or disposal of a Specified Asset by the relevant member of the Group; and/or</li> <li>(b) any sale or transfer by any member of the Group of any shares in any company that directly or indirectly owns a Specified Asset, subject to certain exceptions to be agreed in the Restructuring Documents (as agreed between the Company and the Ad Hoc Group),</li> </ul> <p>in each case of paragraphs (a) and (b) above, other than any such sale, transfer or disposal to the Company or to another member of the Group in which the Company has a direct or indirect equity interest in a percentage of not less than the equity interest the Company directly or indirectly owns in the member of the Group that directly makes such sale, transfer or disposal.</p> <p><b>"Specified Assets"</b> means the Group's assets as listed in Schedule 2 (<i>Specified Assets</i>) hereto.</p> <p><b>"WFOE Project Companies"</b> means the wholly foreign-owned enterprise project companies within the Group as listed in Schedule 3 (<i>WFOE Project Companies</i>) hereto, and <b>"WFOE Project Company"</b> means each of such companies.</p> <p><b>"WFOE Project Companies Proceeds"</b> means, from the date of the Original RSA, cash and/or the monetary value of any non-cash proceeds received by the Company or any other member of the Group arising from:</p> <ul style="list-style-type: none"> <li>(a) any sale, transfer or disposal of any WFOE Project Company by the relevant member of the Group, on a look-through basis and taking into account any adjustment for minority interests with mechanics and threshold to be agreed between the Company and the Ad Hoc Group in the Restructuring Documents and net of certain fees, taxes, charges and amounts under certain indebtedness, liabilities or other obligations;</li> <li>(b) any sale or transfer by any member of the Group of any shares in any company that directly or indirectly owns a WFOE Project Company, subject to certain exceptions to be agreed in the Restructuring Documents (as agreed between the Company and the Ad Hoc Group), on a look-through basis and taking into</li> </ul>

B. New Notes	
	<p>account any adjustment for minority interests with mechanics and threshold(s) to be agreed between the Company and the Ad Hoc Group in the Restructuring Documents and net of certain fees, taxes, charges and amounts under certain indebtedness, liabilities or other obligations;</p> <p>(c) any dividends on the ordinary shares of any WFOE Project Company paid by such relevant WFOE Project Company; and/or</p> <p>(d) any repayment of intercompany loans and/or shareholder loans owed by any WFOE Project Company,</p> <p>in each case of paragraphs (a) and (b) above, other than any such sale, transfer or disposal to the Company or to another member of the Group in which the Company has a direct or indirect equity interest in a percentage of not less than the equity interest the Company directly or indirectly owns in the member of the Group that directly makes such sale, transfer or disposal.</p> <p><b>"Valuer"</b> means any of the following internationally recognized appraisers, including such firm's affiliates and successors:</p> <p>(a) JLL;</p> <p>(b) CBRE;</p> <p>(c) Savills;</p> <p>(d) Cushman &amp; Wakefield;</p> <p>(e) Colliers; or</p> <p>(f) such other firm as may be agreed between the Company and the Majority Initial Consenting Creditors (as defined in the Original RSA) in writing.</p>
11.	<p><b>Default on payment</b></p> <p>In the event:</p> <p>(a) an event of default and/or default occurs strictly as a result of non-payment of principal or interest in relation to the STN, and such default is not otherwise cured by the Company within 30 calendar days from the date of such occurrence;</p> <p>(b) a case or other proceeding is commenced by or against the Company under any applicable bankruptcy, insolvency or other similar law (subject to any carve out to be agreed in the Restructuring Documents, if required);</p> <p>(c) the STN has been accelerated by the relevant trustee following the occurrence of any event of default and/or default,</p> <p>the outstanding principal amount of the STN shall be automatically increased on the Step-Up Date by 33.3% of the outstanding principal amount of the STN at that time (the <b>"Step-Up STN Principal"</b>).</p> <p>The Step-Up STN Principal shall: (a) be allocated pro-rata amongst the beneficial holders of the STN on the Step-Up Date; and (b) benefit from the same guarantee and security package as the STN as detailed in</p>

<b>B.</b>	<b>New Notes</b>	
		<p>row 8 (<i>Guarantee and Security</i>) of this Section B(ii) (<i>Option 1/STN</i>) above.</p> <p>For the purposes of this row 11, "<b>Step-Up Date</b>" means: (A) in case of a default or event of default pursuant to paragraph (a) above, the date following the expiry of the 30-day cure period; (B) in case of a default or event of default pursuant to paragraph (b) above, the date of institution of such case or proceedings; and (C) in case of paragraph (c) above, the date of declaration of acceleration.</p>
<b>(iii)</b>	<b>Option 2 / MTN</b>	
<b>12.</b>	<b>Description and Allocation</b>	<p>Scheme Creditors who (i) elect Option 2 as Scheme Consideration in exchange for their Scheme Creditors' Claims; or (ii) elected to receive Option 1 as Scheme Consideration but had a portion of their Existing Debt Principal Claims and Accrued Interest Claims automatically re-assigned as part of the Option 1 Excess Amount (if any) (collectively, "<b>Option 2 Creditors</b>"), shall receive, in respect of their Scheme Creditors' Claims so elected:</p> <p>(a) MTN with a face value equal to:</p> <p style="padding-left: 20px;">(i) in the case of Class A Scheme Creditors, 72% of: (A) their relevant Existing Class A Debt Principal Claims, and/or (B) their respective pro-rata portion of the Class A Option 1 Excess Amount (Principal) (in aggregate, the "<b>Class A MTN Face Value</b>"); and</p> <p style="padding-left: 20px;">(ii) in the case of Class B Scheme Creditors, 36% of (A) their relevant Additional Existing Debt Instruments Principal Claims, and/or (B) their respective pro-rata portion of the Class B Option 1 Excess Amount (Principal) (in aggregate, the "<b>Class B MTN Face Value</b>");</p> <p>(b) New Equity (as defined below) with an aggregate value which:</p> <p style="padding-left: 20px;">(i) in the case of Class A Scheme Creditors, equals to 28% of: (A) their relevant Existing Class A Debt Principal Claims, and/or (B) their respective pro-rata portion of the Class A Option 1 Excess Amount (Principal); and</p> <p style="padding-left: 20px;">(ii) in the case of Class B Scheme Creditors, equals to 64% of: (A) their relevant Additional Existing Debt Instruments Principal Claims, and/or (B) their respective pro-rata portion of the Class B Option 1 Excess Amount (Principal); and</p> <p>(c) LTN with a face value equal to 50% of their Accrued Interest Claims as part of the relevant Scheme Creditors' Claims and/or Class A Option 1 Excess Amount (Interest) or Class B Option 1 Excess Amount (Interest) (as applicable, and in respect of the Class A Option 1 Excess Amount (Interest) and Class B Option 1 Excess Amount (Interest), the remaining 50% shall be waived on the RED).</p>

B.	New Notes	
		<p>The aggregate face value of the MTN ("<b>MTN Face Value</b>") for the Restructuring shall be the sum of the Class A MTN Face Value and the Class B MTN Face Value. The MTN shall comprise four tranches as follows:</p> <ul style="list-style-type: none"> <li>(a) <u>MTN Tranche A</u>: the MTN Tranche A shall have a face value that is capped at USD378,000,000 (the "<b>MTN Tranche A Cap</b>");</li> <li>(b) <u>MTN Tranche B</u>: the MTN Tranche B shall have a face value that is capped at USD655,000,000 (the "<b>MTN Tranche B Cap</b>");</li> <li>(c) <u>MTN Tranche C</u>: the MTN Tranche C shall have a face value that is capped at USD870,000,000 (the "<b>MTN Tranche C Cap</b>"); and</li> <li>(d) <u>MTN Tranche D</u>: the MTN Tranche D shall have a face value that is the MTN Face Value less the aggregate of (i) the MTN Tranche A Cap, (ii) the MTN Tranche B Cap, and (iii) the MTN Tranche C Cap. For the avoidance of doubt, the face value of the MTN Tranche D will not be capped.</li> </ul> <p>Ordinary shares in the Company representing approximately 36.6% to 40.1% of the aggregate issued ordinary shares of the Company immediately after RED (subject to the outcome of the Rights Issue (as defined below)) shall be issued by the Company to Scheme Creditors as part of the Scheme Consideration under Option 2 ("<b>New Equity</b>"). Such issuance shall be completed on or prior to RED, the distribution of which shall occur on RED.</p> <p>Scheme Creditors who will receive MTN as part of their Scheme Consideration in exchange for their Existing Debt shall be allocated a certain percentage each of the MTN Tranche A, the MTN Tranche B, the MTN Tranche C and the MTN Tranche D, and the relevant percentage of each tranche will be calculated based on the percentage that the face value of such tranche represents of the MTN Face Value. In the event a Scheme Creditor is allocated one or more tranches of MTN with a principal amount which is less than USD1,000 for such tranche(s) and to the extent such allocation does not relate to MTN Tranche D, that Scheme Creditor shall be allocated and receive MTN Tranche D instead in the corresponding principal amount.</p>
13.	<b>Maturity</b>	<ul style="list-style-type: none"> <li>(a) <u>MTN Tranche A</u>: maturity date of four years after the Reference Date;</li> <li>(b) <u>MTN Tranche B</u>: maturity date of five years after the Reference Date;</li> <li>(c) <u>MTN Tranche C</u>: maturity date of six years after the Reference Date; and</li> <li>(d) <u>MTN Tranche D</u>: maturity date of seven years after the Reference Date.</li> </ul>

B. New Notes	
	<p>The MTN shall be redeemed at 100% of their then outstanding principal amount together with accrued but unpaid interest (including PIK Interest) up to but excluding the relevant maturity date.</p>
14.	<p><b>Coupon</b></p> <p>Paid at the following rates, semi-annually in arrears with the first interest payment date being the date falling six months after the Reference Date:</p> <ul style="list-style-type: none"> <li>(a) <u>MTN Tranche A</u>: 4.0% per annum;</li> <li>(b) <u>MTN Tranche B</u>: 4.5% per annum;</li> <li>(c) <u>MTN Tranche C</u>: 5.0% per annum; and</li> <li>(d) <u>MTN Tranche D</u>: 5.5% per annum.</li> </ul> <p>Notwithstanding the above, the Company may elect at any time up to and including the third anniversary following the Reference Date, to pay the whole or any part of the coupon in cash or in kind ("<b>PIK Interest</b>"), <u>provided</u> that, on each interest payment date, the proportion of interest paid in cash (if any) shall be the same under each tranche of MTN, to be paid pro rata to the holders thereof, <u>provided further</u> that in the event all outstanding amounts under the STN have been repaid and/or redeemed in full and such event occurs on a date (such date, being the "<b>STN Repayment Date</b>") prior to the third anniversary following the Reference Date, the Company shall pay any and all coupon(s) under the MTN Tranche A that become due following the STN Repayment Date in cash only. For the avoidance of doubt, all coupon payments in respect of the MTN after the third anniversary following the Reference Date shall be in cash only.</p> <p>In the event the first interest payment date in respect of the MTN (and any subsequent interest payment date(s), as the case may be) falls on a date before the RED, the Company shall be deemed to have elected for PIK Interest in respect of all such payments that fall due before the RED.</p>
15.	<p><b>Guarantee and Security</b></p> <p>The guarantee and security package for the MTN shall include:</p> <ul style="list-style-type: none"> <li>(a) corporate guarantees from the 42 Subsidiary Guarantors under the Existing Public Notes;</li> <li>(b) the Common Security Package, to be shared with the holders of the STN and the holders of the LTN, on a pari passu basis;</li> <li>(c) whilst the STN is outstanding, to share security in respect of the Credit Enhancement Package with the STN (solely on the basis that the requisite intercreditor arrangement(s) will provide that the MTN will rank behind the STN), and when no STN is outstanding, first ranking security, over the Credit Enhancement Package; and</li> <li>(d) whilst the STN is outstanding, to share security in respect of the Allocation Account with the STN (solely on the basis that the requisite intercreditor arrangement(s) will provide that the MTN</li> </ul>

B. New Notes	
	will rank behind the STN), and when no STN is outstanding, first ranking security, over the Allocation Account.
16.	<p><b>New Equity</b></p> <p><u>Issue of New Equity:</u> Option 2 Creditors shall receive newly issued ordinary shares in the Company as stated at row 12 (<i>Description and Allocation</i>) above of this Section B (<i>New Notes</i>) (collectively, the "<b>Option 2 Noteholder Shares</b>") representing approximately 36.6% to 40.1% of the aggregate issued ordinary shares of the Company immediately after RED subject to the outcome of the Rights Issue (as defined below), and such issuance shall be completed on or prior to RED. Following the Rights Issue and the issuance of the Option 2 Noteholder Shares, the Sponsors shall collectively hold no more than 40% to 41% of the aggregated issued ordinary shares of the Company.</p> <p>The Option 2 Noteholder Shares shall be distributed on a pro rata basis to the Option 2 Creditors. This shall be calculated on the basis of (i) for Scheme Creditors who originally elect Option 2, all of their relevant Existing Debt Principal Claims and (ii) for Scheme Creditors who originally elect Option 1, only with respect to the portion of their Existing Debt Principal Claims which were re-assigned as part of the Option 1 Excess Amount.</p> <p>The Option 2 Noteholder Shares shall be distributed to the Option 2 Creditors directly through the Company's share registrar in scrip form or such other method(s) to be agreed between the Company and the Ad Hoc Group in the Restructuring Documents.</p> <p><u>Dividends:</u> The Company shall not pay dividends in cash on any of its equity (including the New Equity): (a) until the full repayment and/or redemption of the STN; and (b) for as long as any event of default has occurred and is continuing under the New Notes. Thereafter, cash dividends on the ordinary shares in the Company will be payable (i) in accordance with the applicable law and/or with the approval of the shareholders of the Company, and (ii) subject to the terms of the New Notes.</p> <p><u>Ranking:</u> All ordinary shares in the Company shall rank pari passu.</p> <p><u>Voting rights:</u> Each ordinary share in the Company will have one vote.</p> <p><u>Regulatory requirements:</u> The issuance of the Option 2 Noteholder Shares will be subject to, amongst other things, the applicable requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited ("<b>Stock Exchange</b>", and such rules being the "<b>Listing Rules</b>") and the Stock Exchange's approvals</p>

B. New Notes		
		<p>for the listing of and permission to deal in the Option 2 Noteholder Shares.</p> <p><u>Transfer Restrictions:</u> The Option 2 Noteholder Shares 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 ("<b>Regulation S</b>")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Option 2 Noteholder Shares will be offered and sold: (i) in the United States, only to "qualified institutional buyers" as defined in Rule 144A under the Securities Act and "institutional accredited investors" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, or pursuant to another exemption from registration under the Securities Act; and (ii) outside the United States, in offshore transactions in reliance on Regulation S.</p> <p><u>Sponsors:</u> The Sponsors shall not have any material interest in the Restructuring (other than in their capacity as shareholders of the Company) and shall not have any direct and indirect holdings of the Existing Notes.</p>
17.	<b>Cash Sweep</b>	See row 10 ( <i>Cash Sweep</i> ) above of this Section B ( <i>New Notes</i> ), to the extent applicable and relevant to the MTN.
(iv) <b>Option 3 / LTN</b>		
18.	<b>Description and Allocation</b>	<p>Scheme Creditors who:</p> <p>(a) (i) elect Option 3 as Scheme Consideration in exchange for their Scheme Creditors' Claims; or (ii) fail to elect for their preferred option as Scheme Consideration before the relevant deadline before the RED, shall receive LTN with a face value equal to their relevant Existing Debt Principal Claims; and</p> <p>(b) (i) elect Option 2 as Scheme Consideration in exchange for their Scheme Creditors' Claims; or (ii) elected to receive Option 1 as Scheme Consideration but had a portion of their Scheme Creditors' Claims be automatically re-assigned as part of the Option 1 Excess Amount (if any), shall receive LTN in accordance with row 12 (<i>Description and Allocation</i>) above of this Section B (<i>New Notes</i>).</p> <p>For the avoidance of doubt, there is no difference in the conversion ratio for Class A Scheme Creditors and Class B Scheme Creditors in respect of the conversion of their Scheme Creditors' Claims to LTN.</p>
19.	<b>Maturity</b>	Maturity date: 10 years after the Reference Date.

<b>B. New Notes</b>	
	<p>The LTN shall be redeemed at 100% of their then outstanding principal amount on the maturity date together with accrued but unpaid interest (including PIK Interest) up to but excluding the relevant maturity date.</p>
<b>20. Coupon</b>	<p>1.0% per annum, paid semi-annually in arrears with the first interest payment date being the date falling six months after the Reference Date.</p> <p>Notwithstanding the above, the Company may elect at any time during the tenor of the LTN to pay the whole or any part of the coupon in cash or PIK Interest, and any cash payments are to be paid pro-rata to the holders thereof.</p> <p>In the event the first interest payment date in respect of the LTN (and any subsequent interest payment date(s), as the case may be) falls on a date before the RED, the Company shall be deemed to have elected for PIK Interest in respect of all such payments that fall due before the RED.</p>
<b>21. Guarantee and Security</b>	<p>Scheme Creditors who have elected for or have been automatically allocated LTN by default, shall have their LTN be guaranteed and secured by:</p> <ul style="list-style-type: none"> <li>(a) the corporate guarantees from the 42 Subsidiary Guarantors under the Existing Public Notes; and</li> <li>(b) the Common Security Package, to be shared with Scheme Creditors who elect Option 1 as Scheme Consideration and Scheme Creditors who elect or have been automatically allocated Option 2 as Scheme Consideration, on a pari passu basis.</li> </ul>
<b>22. Cross-default provision under LTN only</b>	<p>Any default and/or event of default arising under and in connection with the STN and MTN shall be excluded from the cross-default provisions under the indenture for the LTN.</p>
<b>(v) Terms applicable to all New Notes</b>	
<b>23. Covenants</b>	<p>Unless otherwise specified or alluded to in this Term Sheet, covenants of the New Notes are to be substantially the same as those set out in the indentures of the Existing Public Notes, but to be tightened and amended as reasonably necessary as the context otherwise requires, and to be agreed in the Restructuring Documents between the Company and the Ad Hoc Group to give effect to the Restructuring, including, but not limited to, standard anti-layering and/or debt incurrence covenants, as well as such exceptions and/or carve-outs in respect of the asset sale covenants, limitation on liens covenants to facilitate the Specified Asset Sale and the disposal of the Group's interest in the WFOE Project Companies and creation of liens as contemplated in respect of the Cash Sweep, and Credit Enhancement</p>

<b>B. New Notes</b>	
	Package, and the threshold to trigger change of control being lowered to less than 20% holding by the Sponsors.
<b>24. Events of default</b>	Unless otherwise specified or alluded to in this Term Sheet, the events of default of the New Notes are to be substantially the same as those set out in the indentures of the Existing Public Notes, amended as reasonably necessary as the context otherwise requires and to be agreed in the Restructuring Documents between the Company and the Ad Hoc Group to give effect to the Restructuring, including appropriate carve-outs to the cross-default and cross-acceleration provisions for any existing defaults under indebtedness both offshore and onshore in the People's Republic of China (" <b>PRC</b> ") that is not being compromised in the Scheme.
<b>25. New trustee and/or collateral agent</b>	The trustee and/or collateral agent for the New Notes shall be selected from one of the institutions listed below: (a) Madison Pacific; (b) Serica; (c) GLAS; or (d) such other service provider as may be agreed between the Company and the Majority Initial Consenting Creditors (as defined in the Original RSA) in writing.
<b>26. Restricted Subsidiaries</b>	Same as under the Existing Public Notes.
<b>27. Amendments and waivers</b>	Where any amendment, modification or waiver under the Existing Public Notes previously required the consent of each affected holder, under the New Notes, any such amendment, modification or waiver shall henceforth only require the consent of the holders of not less than: (a) in respect of the STN, 85% in aggregate principal amount of the then outstanding STN; (b) in respect of each tranche of the MTN, 75% in aggregate principal amount of the then outstanding relevant tranche of MTN; and (c) in respect of the LTN, 65% in aggregate principal amount of the then outstanding LTN.  Save as set out above, all other amendments, modifications or waivers under the New Notes shall only require consent of holders of not less than a majority in aggregate principal amount under the relevant outstanding STN, tranche of MTN or the LTN (as the case may be).
<b>28. Governing Law and Jurisdiction</b>	The New Notes shall have indentures that are governed by the laws of the State of New York, and the security documents shall be governed by the relevant local law.
<b>29. Transfer Restrictions</b>	The New 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

<b>B. New Notes</b>		
		Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The New Notes will be offered and sold: (i) in the United States, only to "qualified institutional buyers" as defined in Rule 144A under the Securities Act and "institutional accredited investors" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, or pursuant to another exemption from registration under the Securities Act; and (ii) outside the United States in offshore transactions in reliance on Regulation S.
<b>30.</b>	<b>Form and Registration</b>	The New Notes will be issued only in registered form and expected to be initially represented by a Regulation S Global Note, a Rule 144A Global Note and an IAI Global Note. The minimum denomination of the New Notes will be US\$1,000 and integral multiples of US\$1 in excess thereof.
<b>31.</b>	<b>Listing</b>	Applications will be made for the listing and quotation of each series of the New Notes on the Singapore Exchange and an approval in-principle shall be obtained on or prior to the RED. The Company shall use commercially reasonable endeavours to obtain such listing as soon as practicable after the RED and to maintain such listing (or obtain and maintain a listing on another internationally recognized stock exchange) as long as any series of the New Notes remain outstanding.

<b>C. Other terms</b>		
<b>1.</b>	<b>RSA Fees</b>	Please refer to the applicable RSA for the RSA Fees that will be paid. All RSA Fees are to be paid on or prior to the RED in accordance with the terms of the applicable RSA.
<b>2.</b>	<b>Ad Hoc Group Advisor Fees</b>	Fees of the legal and financial advisors of certain holders of the Existing Public Notes (the " <b>Ad Hoc Group</b> "), namely Kirkland & Ellis and PJT Partners (the " <b>Ad Hoc Group Advisors</b> "), are to be paid in accordance with the terms set out in the fee and/or engagement letters entered into with the Company.
<b>3.</b>	<b>Ad Hoc Group Work Fee</b>	Work fee to be paid to the members of the Ad Hoc Group (the " <b>Ad Hoc Group Work Fee</b> ") in accordance with the terms of the work fee letter entered into between the Company and the Ad Hoc Group on or around the date of the Original RSA (the " <b>Work Fee Letter</b> ").
<b>4.</b>	<b>CoCom Work Fee</b>	Work fee to be paid to the members of a steering committee (the " <b>CoCom</b> ") made up of certain lenders under the Existing Loans (the " <b>CoCom Work Fee</b> ") in accordance with the terms of the work fee letter(s) (if any) to be entered into between the Company and the CoCom (the " <b>CoCom Work Fee Letter</b> ").
<b>5.</b>	<b>Rights Issue</b>	The Company shall raise a maximum sum of USD14,400,000 by way of a rights issue (the " <b>Rights Issue</b> "). Subject to the Listing Rules, the Rights Issue shall be completed on or prior to the RED.

C. Other terms	
	<p>The proceeds arising from the Rights Issue shall be applied towards payment of the fees in connection with the Restructuring and the Group's working capital needs, save that 50% of any proceeds attributable to subscriptions made by the Company's shareholders who are not the Sponsors shall be reserved as part of the Company's budget for payment of restructuring fees in accordance with the terms of the Original RSA.</p>
6.	<p><b>Sponsors' Contribution</b></p> <p>The Sponsors shall undertake the following steps in support of the Restructuring:</p> <p>(a) the Sponsors shall grant a first ranking security over such number of ordinary shares representing, in aggregate, 10% of the issued ordinary shares of the Company that are directly or indirectly held by both of the Sponsors immediately after the RED in respect of the STN; and</p> <p>(b) the Sponsors shall subscribe for the Rights Issue for not less than the sum of USD8,500,000.</p>
7.	<p><b>Governance</b></p> <p>The Company agrees that the members of the Ad Hoc Group, holding at least 25% of the principal amount of the Existing Public Notes, with the approval of the Majority Initial Consenting Creditors (as defined in the Original RSA) as of the date of such nomination, shall be entitled to nominate one non-executive director (who shall (a) satisfy all applicable requirements under the Listing Rules and any other legal requirements for such directorship; (b) possess Chinese language capabilities; and (c) be experienced in the PRC real estate industry) (the "<b>AHG Director</b>") to the Company's board of directors, <u>provided</u> that such members of the Ad Hoc Group shall inform the Company of such nomination at least 30 days prior to the RED.</p> <p>The AHG Director shall enjoy all rights and powers available to him/her as a director of the Company and be subject to the duties of the directors under common law, the Listing Rules, the Company's constitutional documents and the laws of the Company's place of incorporation.</p> <p>In addition, the indenture of the STN shall include a mechanism to provide the beneficial holders thereunder with post-RED nomination rights in respect of the AHG Director on terms to be agreed between the Company and the Ad Hoc Group.</p>
8.	<p><b>Monitoring Agent</b></p> <p>On or prior to RED, an Approved Independent Accounting Firm shall be appointed by the Company and at the Company's costs as monitoring agent ("<b>Monitoring Agent</b>"). The Monitoring Agent's appointment shall automatically cease once the STN and MTN Tranche A have been fully repaid and/or redeemed.</p>

C.	Other terms	
		<p>The role of the Monitoring Agent shall be limited to submitting quarterly reports to the relevant trustees under the New Notes, within seven days of the end of each calendar quarter, comprising the following information:</p> <ul style="list-style-type: none"> <li>(a) a list of assets held under the project companies listed in Schedule 1 (<i>Credit Enhancement Package</i>) hereto which form part of the Credit Enhancement Package, and if such assets are sold, the price and use of proceeds of such sale(s); and</li> <li>(b) the contract sales and cash collection data for the 16 project companies listed in Schedule 1 (<i>Credit Enhancement Package</i>), and five WFOE Project Companies listed in Schedule 3 (<i>WFOE Project Companies</i>) hereto.</li> </ul> <p>The Company shall comply with its obligations under the Listing Rules, Securities and Futures Ordinance (Cap 571 Laws of Hong Kong) and all other applicable laws and/or regulations to disclose inside information in its possession (which for the avoidance of doubt includes any information in the reports of the Monitoring Agent if and to the extent it constitutes inside information).</p> <p><b>"Approved Independent Accounting Firm"</b> means any of the following firms, including such firm's affiliates and successors:</p> <ul style="list-style-type: none"> <li>(a) KPMG;</li> <li>(b) PricewaterhouseCoopers;</li> <li>(c) Deloitte;</li> <li>(d) Kroll;</li> <li>(e) FTI Consulting;</li> <li>(f) Grant Thornton;</li> <li>(g) Teneo;</li> <li>(h) BDO; or</li> <li>(i) such other firm as may be agreed between the Company and the Majority Initial Consenting Creditors (as defined in the Original RSA) in writing.</li> </ul>
9.	<b>Conditions precedent / steps to be taken on RED</b>	<p>Each of the following are to be steps on, or conditions precedent to, the RED:</p> <ul style="list-style-type: none"> <li>(a) the establishment of the Allocation Account within 120 days following the signing of the Original RSA by the Initial Consenting Creditors and the Company;</li> <li>(b) the satisfaction of all (or waiver, if any, of) the conditions precedent to each Restructuring Document;</li> <li>(c) the confirmation by the Company that it holds all relevant parties' signature pages to each Restructuring Document to order;</li> <li>(d) the satisfaction of all Scheme conditions and the occurrence of the Scheme effective date;</li> </ul>

C.	Other terms
	<p>(e) the obtaining of all relevant corporate authorisations, regulatory approvals and other applicable consents, including, without limitation:</p> <ul style="list-style-type: none"> <li>(i) the approval-in-principle for the listing of and permission to deal in the New Notes and New Equity;</li> <li>(ii) any requisite approvals required from the Stock Exchange and Securities and Futures Commission of Hong Kong and/or the Singapore Exchange Securities Trading Limited (as applicable); and</li> <li>(iii) all necessary consents, approvals or authorisations from any and all relevant governmental bodies for the Restructuring and the issuance of the New Notes and New Equity, including (without limitation): <ul style="list-style-type: none"> <li>(A) in respect of the New Notes: <ul style="list-style-type: none"> <li>(1) successful registration of the New Notes with the NDRC;</li> <li>(2) evidence of submission of application by or on behalf of the Company to the NDRC for the registration of the New Notes and the issuance by the NDRC of a written confirmation indicating that such application is unnecessary or not required under the applicable laws and/or regulations; or</li> <li>(3) such other status or arrangements as may be agreed with the Majority Initial Consenting Creditors (as defined in the Original RSA) each acting expeditiously, reasonably and in good faith;</li> </ul> </li> <li>(B) in respect of the New Equity, delivery of a legal memorandum by the Company Legal Adviser in the PRC on a non-reliance basis to the Ad Hoc Group and trustee of the New Notes confirming that the Company satisfies all of the conditions for the issuance of the New Equity pursuant to 境內企業境外發行證券和上市管理試行辦法 (the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies) of the China Securities Regulatory Commission;</li> </ul> </li> </ul> <p>(f) the Ad Hoc Group Advisors to confirm on behalf of the Ad Hoc Group that the Scheme Documents and the New Notes Documents (both as defined in the Original RSA) are in Agreed Form (as defined in the Original RSA);</p> <p>(g) the appointment of the Monitoring Agent by the Company;</p>

C.	Other terms	
		<p>(h) the appointment of the AHG Director onto the board of directors of the Company (provided that such nomination has been made by the Ad Hoc Group at least 30 days prior to the RED);</p> <p>(i) the completion of the Rights Issue;</p> <p>(j) the Sponsors shall subscribe for not less than the sum of USD8,500,000 in respect of the Rights Issue;</p> <p>(k) the Company having paid all the RSA Fees to the holders who are eligible to receive an RSA Fee (as applicable) in accordance with the terms of each applicable RSA;</p> <p>(l) the Company having paid the Ad Hoc Group Work Fee to each member of the Ad Hoc Group in accordance with the terms of the Work Fee Letter;</p> <p>(m) the Company having paid the CoCom Work Fee to each member of the CoCom in accordance with the terms of the CoCom Work Fee Letter;</p> <p>(n) the Company having published a public announcement on the website of the Stock Exchange specifying the date set for the RED; and</p> <p>(o) the settlement of all reasonable professional fees and expenses associated with the Restructuring (including fees of advisors with whom the Company has signed a fee letter or an engagement letter) which the Company has agreed to pay and which has been duly invoiced to the Company prior to the RED.</p> <p>For the avoidance of doubt, as part of the steps to be taken by the Company following the issuance of the New Equity on the RED, the Company shall arrange for the submission of the requisite notification by or on its behalf regarding the completion of the issuance of the New Equity with the China Securities Regulatory Commission, in each of the foregoing cases in form and substance satisfactory to the Ad Hoc Group, provided that for the avoidance of doubt, such step shall not be a condition precedent to the occurrence of RED.</p>

D.	Binding provisions	
1.	<b>Governing Law and Jurisdiction</b>	<p>This Term Sheet shall be governed by the laws of Hong Kong. The courts of Hong Kong are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Term Sheet.</p> <p>For the avoidance of doubt, the scheme(s) of arrangement will be governed by the laws of the Cayman Islands and/or Hong Kong respectively, and subject to the exclusive jurisdiction of the Grand Court of the Cayman Islands and/or the High Court of Hong Kong (as the case may be).</p>

## SCHEDULE 1

### Credit Enhancement Package

S/No.	Project Company	Project City	Company's Economic Interest in Project Company	Security Provider ( <i>jurisdiction of incorporation</i> ) – shareholding percentage of the Security Provider in the Project Company (which will be pledged)
1.	舟山荣都置业有限公司 / Zhoushan Rongdu Real Estate Co., Ltd.	Ningbo	44.75%	Long Gain Limited ( <i>Hong Kong</i> ) – 35%
2.	合肥禹洲房地产开发有限公司 / Hefei Yuzhou Real Estate Development Co., Ltd.	Hefei	100%	Hong Kong Fung Chow Investment Limited ( <i>Hong Kong</i> ) – 100%
3.	沿海绿色家园发展 (武汉) 有限公司 / Coastal Greenland Development (Wuhan) Co., Ltd.	Wuhan	90%	World On Development Limited ( <i>Hong Kong</i> ) – 90%
4.	青岛乾景房地产开发有限公司 / Qingdao Qianjing Real Estate Development Co., Ltd.	Qingdao	68.6%	Fuyun Investment Group Company Limited ( <i>Hong Kong</i> ) – 51% Jumbo Ocean Development Ltd ( <i>Hong Kong</i> ) – 15%
5.	合肥舜洲置业有限公司 / Hefei Shunzhou Realty Co., Ltd.	Hefei	100%	Yuzhou Cultural and Creative Development Company Limited ( <i>Hong Kong</i> ) – 39%
6.	南京博洲房地产开发有限公司 / Nanjing Bozhou Real Estate Investment Co., Ltd.	Nanjing	100%	Pacific Maple International Limited ( <i>Samoa</i> ) – 90%

S/No.	Project Company	Project City	Company's Economic Interest in Project Company	Security Provider ( <i>jurisdiction of incorporation</i> ) – shareholding percentage of the Security Provider in the Project Company (which will be pledged)
7.	沿海绿色家园发展 (福建) 有限公司 / Coastal Greenland Development (Fujian) Co., Ltd.	Fuzhou	100%	Hongkong Xingzhou Investment Company Limited ( <i>Hong Kong</i> ) – 100%
8.	厦门金国际地产发展有限公司 / Xiamen Gold International Real Estate Development Co., Ltd	Xiamen	100%	Kim International Realty and Development Company Limited ( <i>Hong Kong</i> ) – 100%
9.	沈阳荣天房地产开发有限公司 / Shenyang Rongtian Real Estate Development Co., Ltd	Shenyang	100%	Multi Earning Limited ( <i>Hong Kong</i> ) – 100%
10.	厦门禹洲城有限公司 / Xiamen Yuzhou City Co., Ltd.	Xiamen	100%	Yuzhou Cultural and Creative Development Company Limited ( <i>Hong Kong</i> ) – 39.02%
11.	厦门帝元保税储运有限公司 / Xiamen Diyuan Bonded Storage and Distribution Co., Ltd.	Xiamen	100%	Dynasty International (1993) Pte Ltd. ( <i>Singapore</i> ) – 98%
12.	青岛禹鸿房地产开发有限公司 / Qingdao Yuhong Real Estate Development Co., Ltd.	Qingdao	100%	Jumbo Ocean Development Ltd ( <i>Hong Kong</i> ) – 100%
13.	青岛博洲房地产开发有限公司 / Qingdao Bozhou Real Estate Investment Co., Ltd.	Qingdao	100%	Jumbo Ocean Development Ltd ( <i>Hong Kong</i> ) – 31.75%
14.	上海灏溢房地产开发有限公司 / Shanghai Haoyi Real Estate Development Co., Ltd.	Shanghai	10%	Champion Art Limited ( <i>Hong Kong</i> ) – 10%

S/No.	Project Company	Project City	Company's Economic Interest in Project Company	Security Provider ( <i>jurisdiction of incorporation</i> ) – shareholding percentage of the Security Provider in the Project Company (which will be pledged)
15.	厦门尧洲房地产开发有限公司 / Xiamen Yaozhou Real Estate Development Co., Ltd.	Xiamen	100%	Yuzhou Group (HK) Company Limited ( <i>Hong Kong</i> ) – 100%
16.	南京灏溢房地产开发有限公司 / Nanjing Haoyi Real Estate Development Co., Ltd.	Nanjing	100%	Massive Profit Company Limited ( <i>Hong Kong</i> ) – 100%

## SCHEDULE 2

### Specified Assets

S/No.	Asset Name	Asset Location	Asset Type	Company's Economic Interest in Asset
1.	沈阳禹洲广场/ Shenyang Yuzhou Plaza	Shenyang	Office Building	100%
2.	武汉禹悦汇商铺和车位/ Wuhan Yuzhou Commercial Plaza (Retail Shop and Carpark)	Wuhan	Retail Shop and Carpark	87.73%
3.	上海浦东禹悦汇/ Shanghai Yuzhou Commercial Plaza	Shanghai	Shopping Center	100%
4.	禹州·春江郦城三期/ Yuzhou Chunjiang Central Phase 3	Xiamen	Shopping Center	33.15%
5.	武汉太子湖写字楼 / Wuhan Lake Prince Office Building	Wuhan	Office Building	87.73%
6.	厦门禹洲广场/ Xiamen Yuzhou Plaza	Xiamen	Office Building	100%
7.	泉州禹悦汇/ Quanzhou Yuzhou Commercial Plaza	Quanzhou	Shopping Center	65%
8.	禹洲·天境（华侨城）商铺和车位/ Hefei Yuzhou Skylie (Retail Shop and Carpark)	Hefei	Retail Shop and Carpark	100%
9.	上海禹悦天地/ Shanghai Yuyue Commercial Villas	Shanghai	Shopping Center	100%
10.	合肥禹洲广场/ Hefei Yuzhou Plaza	Hefei	Office Building	82.15%

S/No.	Asset Name	Asset Location	Asset Type	Company's Economic Interest in Asset
11.	合肥禹悦里/ Hefei Yuzhou Yuyueli	Hefei	Shopping Center	82.15%
12.	厦门杏林金街 (中央海岸 A1, A2 及 A3 地块/ Yuzhou Central Coast Xinglin Golden Street (Central Coast A1, A2 and A3 Plot)	Xiamen	Commercial Street	84%
13.	上海禹洲广场/ Shanghai Yuzhou Plaza	Shanghai	Office Building	90%
14.	厦门禹悦汇/ Xiamen Yuzhou Commercial Plaza	Xiamen	Shopping Center	100%
15.	厦门禹洲嘉美伦酒店公寓/ Xiamen Yuzhou Camelon Hotel Apartment	Xiamen	Hotel Apartment	100%
16.	厦门尧洲 (世界贸易中心二期商铺、车位) / Xiamen Yaozhou (World Trade Center Phase 2 Retail Shop and Carpark)	Xiamen	Retail Shop and Carpark	100%
17.	南京禹悦里/ Nanjing Yuzhou Yuyueli	Nanjing	Shopping Center	100%
18.	泉州禹洲广场/ Quanzhou Yuzhou Plaza	Quanzhou	Office Building	65%
19.	上海科研楼 (商铺) / Shanghai Scientific Research Building (Retail Shop)	Shanghai	Retail Shop	90%
20.	厦门香溪里 (溪堤尚城 7#地块二期、溪堤尚城 2 号地块) / Xiamen Yuzhou Xiangxili (Riverside City Town 7#Plot Phase 2, Riverside City Town 2# Plot)	Xiamen	Shopping Center	100%

S/No.	Asset Name	Asset Location	Asset Type	Company's Economic Interest in Asset
21.	苏州禹悦里/ Suzhou Yuzhou Yuyueli	Suzhou	Shopping Center	51%
22.	合肥禹悦汇/ Hefei Yuzhou Commercial Plaza	Hefei	Shopping Center	82.15%
23.	武汉禹悦天地/ Wuhan Yuyue Comercial Villas	Wuhan	Shopping Center	90%
24.	深圳禹洲广场/ Shenzhen Yuzhou Plaza	Shenzhen	Office Building	90%
25.	武汉禹悦里商铺/ Wuhan Yuzhou Yuyueli Retail Shop	Wuhan	Retail Shop	100%
26.	禹洲·中央城 (商铺和车位)/ Hefei Yuzhou Central Town (Retail Shop and Carpark)	Hefei	Retail Shop and Carpark	61.6%
27.	厦门云顶金街/ Xiamen Yuzhou Yunding Golden Street	Xiamen	Office Building	100%
28.	合肥风情街 (中央广场二期购物中心) / Hefei Yuzhou Commercial Street (Central Plaza Phase 2 Shopping Mall)	Hefei	Shopping Center	65%
29.	泉州惠安金街 (商铺和车位)/ Xiamen Yuzhou Hui'an Golden Street (Retail Shop and Carpark)	Quanzhou	Retail Shop and Carpark	65%
30.	合肥一期中央大街 (商铺和车位)/ Hefei Yuzhou Central City Phase I Street (Retail Shop and Carpark)	Hefei	Retail Shop and Carpark	65%
31.	禹洲·城上城 (龙岩) (二期车位) / Longyan Yuzhou Castle above City (Phase 2 Carpark)	Longyan	Carpark	100%

S/No.	Asset Name	Asset Location	Asset Type	Company's Economic Interest in Asset
32.	禹洲·龙子湖郡 (59#C 车位) / Yuzhou Longzihu County (59#C Carpark)	Bengbu	Carpark	100%
33.	游艇/ Yacht	Hong Kong	Yacht	100%

### SCHEDULE 3

#### WFOE Project Companies

S/No.	Project Name	Project Company	Project City	Company's Economic Interest in Project Company
1.	肥东 1311 中央广场/Yuzhou Central Plaza	禹洲置业（合肥）东城有限公司	Hefei	65%
2.	沈阳浑南 D44 禹洲广场/Shenyang Yuzhou Plaza	沈阳沿海荣天置业有限公司	Shenyang	100%
3.	同安 0P04 香溪里/Yuzhou Wetlands City	厦门舜洲房地产开发有限公司	Xiamen	100%
4.	雨花台 G71 嘉荟星岛/Yuzhou Honor Galaxy	南京灏溢房地产开发有限公司	Nanjing	100%
5.	奉贤 A02A 雍贤府/Yuzhou Noble Mansion	上海泽翔房地产开发有限公司	Shanghai	100%

## AMENDMENTS TO THE TERM SHEET

The amendments made to the form of the Term Sheet that was set forth under Schedule 7 (*Term Sheet*) of the Original RSA are reproduced below, with additions shown in blue underline, moved text in green underline and ~~green strikethrough~~, as appropriate, and deletions shown in ~~red strikethrough~~.

# Yuzhou Group Holdings Company Limited

## Non-Binding Term Sheet

(Subject to Contract)

~~8 February~~ 10 July 2024

This draft term sheet ("**Term Sheet**") outlines the principal terms and conditions of the restructuring of the Existing **NotesDebt** (as defined below) of Yuzhou Group Holdings Company Limited (the "**Company**", and such restructuring being the "**Restructuring**"). This Term Sheet is not intended to be a comprehensive list of all relevant terms and conditions of the Restructuring or any other transaction in relation to the ~~Company's~~ Company's offshore liabilities. Other than the terms set out in Part D (*Binding provisions*) below, this Term Sheet is not legally binding and nothing in this Term Sheet shall amend any term of the Existing **NotesDebt** or constitute a waiver of any right of any party thereunder. The transactions contemplated by this Term Sheet are subject to, amongst other things, the execution of definitive documentation by the parties thereto (the "**Restructuring Documents**").

It is intended that this Term Sheet ~~will be~~ appended to the restructuring support agreement (~~the~~ "originally dated 8 February 2024 (as amended from time to time, the "Original RSA")) containing support undertakings for the Restructuring from certain holders of the Existing **NotesDebt**. To the extent that one or more other restructuring support agreement(s) are entered into with certain other holders or lenders of the Existing Debt for the Restructuring. ~~The~~ (each, an "**Additional RSA**"), then this Term Sheet will be appended to such Additional RSA. In this Term Sheet, "RSA" refers to either the Original RSA or an Additional RSA, as the case may be. Each RSA shall be governed by the laws of Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts.

This Term Sheet does not constitute an offer to sell or the solicitation of an offer to buy any securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such 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 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 Existing Notes Obligors (as defined below) in the United States.

This 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.

A. Overview of Restructuring		
1.	<b>Implementation</b>	The Restructuring shall be principally implemented through a scheme of arrangement (or parallel schemes of arrangement) proposed to be effected in the Cayman Islands and/or Hong Kong (collectively, the " <b>Scheme</b> ") and to the extent that the Company and its advisors deem that it is necessary or advisable, through parallel schemes of arrangement in other relevant jurisdiction(s) and/or recognition proceedings in other appropriate jurisdiction(s) for the purposes of obtaining cross-border recognition and relief.
2.	<b>Liabilities to be</b>	The <del>Company's</del> <u>Company's</u> offshore liabilities in respect of:

A. Overview of Restructuring		
	<b>restructured</b>	<p><u>(i)</u> <del>-(i)-</del> the Existing Public Notes (as defined below); <del>and (ii)-</del> the Additional Existing Debt Instruments (as defined below) (collectively, the "<b>Existing Notes</b>") <del>;</del> <u>and</u></p> <p><u>(ii)</u> <u>the Existing Loans (as defined below),</u> <u>(collectively, the "<b>Existing Debt</b>").</u></p>
<b>3.</b>	<b>Existing Public Notes</b>	<p>The "<b>Existing Public Notes</b>" comprise the following New York law governed instruments which were issued by the Company and guaranteed by the Subsidiary Guarantors (as defined in the indentures in connection with the same):</p> <p>(a) USD350,000,000 6.00% Senior Notes due 2022 issued pursuant to an indenture dated 25 January 2017 and partially exchanged into the Public Exchange Notes, with outstanding principal amount of USD11,944,000 as of the date of this Term Sheet;</p> <p>(b) USD500,000,000 8.625% Senior Notes due 2022 issued pursuant to an indenture dated 23 January 2019 and partially exchanged into the Public Exchange Notes, with outstanding principal amount of USD14,441,000 as of the date of this Term Sheet;</p> <p>(c) USD500,000,000 8.5% Senior Notes due 2023 issued pursuant to an indenture dated 4 February 2019, with outstanding principal amount of USD500,000,000 as of the date of this Term Sheet;</p> <p>(d) USD500,000,000 8.5% Senior Notes due 2024 issued pursuant to an indenture dated 26 February 2019, with outstanding principal amount of USD500,000,000 as of the date of this Term Sheet;</p> <p>(e) USD650,000,000 6.00% Senior Notes due 2023 issued pursuant to indentures dated 25 October 2016 and 10 July 2019, with outstanding principal amount of USD650,000,000 as of the date of this Term Sheet;</p> <p>(f) USD500,000,000 8.375% Senior Notes due 2024 issued pursuant to an indenture dated 30 October 2019, with outstanding principal amount of USD497,000,000 as of the date of this Term Sheet;</p> <p>(g) USD500,000,000 8.3% Senior Notes Due 2025 issued pursuant to an indenture dated 27 November 2019, with outstanding principal amount of USD486,000,000 as of the date of this Term Sheet;</p> <p>(h) USD645,000,000 7.375% Senior Notes due 2026 issued pursuant to an indenture dated 13 January 2020, with outstanding principal amount of USD636,500,000 as of the date of this Term Sheet;</p> <p>(i) USD400,000,000 7.7% Senior Notes due 2025 issued pursuant to an indenture dated 20 February 2020, with outstanding principal amount of USD400,000,000 as of the date of this Term</p>

A. Overview of Restructuring		
		<p>Sheet;</p> <p>(j) USD300,000,000 7.85% Green Senior Notes due 2026 issued pursuant to an indenture dated 12 August 2020, with outstanding principal amount of USD295,000,000 as of the date of this Term Sheet;</p> <p>(k) USD562,000,000 6.35% Green Senior Notes due 2027 issued pursuant to an indenture dated 13 January 2021, with outstanding principal amount of USD557,000,000 as of the date of this Term Sheet;</p> <p>(l) USD100,000,000 12.0% Senior Notes due 2023 issued pursuant to an indenture dated 8 July 2021 and supplemented by supplemental indentures dated 21 January 2022, 30 June 2022 and 29 September 2022, with outstanding principal amount of USD100,000,000 as of the date of this Term Sheet;</p> <p>(m) USD200,000,000 9.95% Green Senior Notes due 2023 issued pursuant to an indenture dated 8 September 2021, with outstanding principal amount of USD179,000,000 as of the date of this Term Sheet;</p> <p>(n) USD120,000,000 8.50% Green Senior Notes due 2022 issued pursuant to an indenture dated 23 September 2021, with outstanding principal amount of USD115,000,000 as of the date of this Term Sheet; and</p> <p>(o) USD527,899,800 7.8125% Senior Notes due 2023 issued pursuant to an indenture dated 20 January 2022 ("<b>Public Exchange Notes</b>"), with outstanding principal amount of USD527,899,800 as of the date of this Term Sheet.</p>
4.	<u>Existing Loans</u>	<p>The "<u>Existing Loans</u>" comprise those facilities under the following agreement(s)/letter(s):</p> <p>(a) <u>facility agreement for certain US Dollar and Hong Kong Dollar Term Loans dated 23 February 2021 made between, among others, the Company as borrower and China CITIC Bank International Limited as agent (as amended and restated from time to time); and</u></p> <p>(b) <u>facility letter dated 25 May 2020 under Ref. LO-6712030008300 as amended by the letter dated 27 July 2021 (Ref. LO-6712130008300/TL(2)) made between made between, among others, the Company as borrower and Nanyang Commercial Bank, Limited as lender.</u></p>
5. 4	<b>Additional Existing Debt Instruments</b>	<p>The "<b>Additional Existing Debt Instruments</b>" comprise the following offshore financial indebtedness incurred by the Company as an issuer and/or a guarantor:</p> <p>(a) USD300,000,000 Senior Perpetual Securities (the "<b>Perpetual Securities</b>") issued pursuant to an indenture dated 29 September 2017, with outstanding principal amount of USD300,000,000 as of the date of this Term Sheet;</p> <p>(b) USD267,000,000 6.0% Notes due 2022 issued pursuant to a</p>

A.	Overview of Restructuring	
		<p>trust deed dated 17 March 2021, and partially exchanged into the Private Exchange Notes (as defined below), with outstanding principal amount of USD229,000,000 as of the date of this Term Sheet;</p> <p>(c) USD250,000,000 8.5% Notes due 2022 issued pursuant to a trust deed dated 22 June 2021, with outstanding principal amount of USD250,000,000 as of the date of this Term Sheet;</p> <p>(d) USD150,000,000 10.5% Notes due 2022 issued pursuant to a trust deed dated 7 September 2021, with outstanding principal amount of USD150,000,000 as of the date of this Term Sheet;</p> <p>(e) USD38,000,000 6.0% Notes due 2023 issued pursuant to a trust deed dated 25 April 2022 ("<b>Private Exchange Notes</b>") with outstanding principal amount of USD38,000,000 as of the date of this Term Sheet;</p> <p>(f) to the extent that the Company (in its sole discretion) considers necessary or desirable, USD100,000,000 6.0% Notes due 2021 issued pursuant to an instrument dated 29 September 2020 ("<b>Excluded Existing Notes</b>"), with outstanding principal amount of USD90,000,000 as of the date of this Term Sheet; and</p> <p>(g) (subject to the Company obtaining the prior written consent of the Majority Initial Consenting Creditors (as defined in the <u>Original RSA</u>)) any other offshore financial indebtedness incurred by the Company as an issuer and/or a guarantor that the Company considers necessary or desirable to include in the Restructuring.</p>
6.5	<p><b>Description of Restructuring</b></p>	<p>The Restructuring will involve the following steps which shall take effect on the restructuring effective date ("<b>RED</b>"):</p> <p>(a) <u>save for in relation to the Excluded Existing Notes<sup>1</sup></u>, cancellation of the Existing <del>Notes</del><u>Debt</u> and the full release and discharge of the following parties under the Existing <del>Notes</del><u>Debt</u>, amongst others, in connection with actions taken, omissions or circumstances occurring on or prior to the RED with respect to the Existing <del>Notes</del><u>Debt</u> and the negotiation, preparation, execution, sanction and/or implementation of the Restructuring (save in the case of wilful misconduct, gross negligence or fraud), including:</p> <p>(i) <u>(w)</u> the Company; <u>and</u> all the Subsidiary Guarantors (as defined in the indentures of the Existing Public Notes) under the Existing Public Notes, <del>and(x)</del> <u>the Company and all Guarantors (as defined in the finance documents of the Existing Loans)</u>, <u>(y)</u> the Company and obligors under the</p>

<sup>1</sup> If included in the Scheme, the Company shall determine (in its sole discretion) the restructuring steps and scope of releases (which for the avoidance of doubt, shall include releases of unsecured claims against the Company) to be granted in connection with the Excluded Existing Notes.

A. Overview of Restructuring		
		<p>Additional Existing Debt Instruments (collectively, the "<b>Existing NotesDebt Obligors</b>");</p> <p>(ii) the administrative parties in respect of the Existing <b>NotesDebt</b>;</p> <p>(iii) the directors / managers / officers (or equivalent) of the Existing <b>NotesDebt</b> Obligors (provided that the releases shall not apply to any claim or liability against any of these parties for breach of <del>director's</del><u>director's</u> duties or malfeasance arising from or relating to actions which are not in connection with the negotiation, preparation, execution, sanction or implementation of the Restructuring);</p> <p>(iv) the Existing <b>NotesDebt</b> Obligors' advisors;</p> <p>(v) the Ad Hoc Group <del>(and the CoCom (each</del> as defined below);</p> <p>(vi) the Ad Hoc <del>Group's</del><u>Group's</u> advisors (including without limitation PJT Partners and Kirkland &amp; Ellis) <u>and the CoCom's advisors (including Latham &amp; Watkins LLP)</u>; and</p> <p>(b) the issuance by the Company of new notes and new ordinary shares (where relevant) on the terms set out in Part B (<i>New Notes</i>) below.</p> <p>The RED shall occur upon the satisfaction of all conditions precedent in relation thereto (as detailed in Part C (<i>Other terms</i>) row 8 (<i>Conditions precedent/steps to be taken on RED</i>) below), including (without limitation), (i) the Grand Court of the Cayman Islands and/or, as the Company deems necessary, the High Court of Hong Kong granting the order(s) sanctioning the Scheme; and (ii) to the extent an application for recognition and assistance in relation to the Scheme under Chapter 15 of the U.S. Bankruptcy Code or in any other jurisdiction is made (if any) and/or any application is made for a parallel scheme of arrangement, the Company obtaining or abandoning the relevant court order and/or parallel scheme sanction. The scheme documents shall include a mechanism for extending the time limit (i.e. the Longstop Date (as defined in the <u>Original</u> RSA)) for the RED to occur.</p>
<u>7.</u> <del>6</del>	<b>Scheme Creditors</b>	<p><del>Beneficial holders of the Existing Notes, who will vote in two classes (Class A and Class B) in respect of the Scheme.</del></p> <p>The scheme creditors will comprise Class A Scheme Creditors (as defined below) and Class B Scheme Creditors (as defined below) (collectively, the "<b>Scheme Creditors</b>").</p> <p><u>Beneficial holders of the Existing Notes will vote in two classes (Class A and Class B) in respect of the Scheme.</u></p> <p><u>Lenders under the Existing Loans will vote in one class (Class A) in respect of the Scheme.</u></p>
<u>8.</u> <del>7</del>	<b>Class A Scheme Creditors</b>	<p>Scheme Creditors who are <u>(i)</u> beneficial holders of the Existing Public Notes <del>(and (ii) lenders under the Existing Loans (collectively, the</del> "<b>Class A Scheme Creditors</b>").</p>

A. Overview of Restructuring	
<u>9.8</u> - <b>Class B Scheme Creditors</b>	Scheme Creditors who are beneficial holders of the relevant Additional Existing Debt Instruments (" <b>Class B Scheme Creditors</b> ").
<u>10.9</u> - <b>Scheme Creditors' Claims</b>	<p>The aggregate of the following, being the "<b>Scheme Creditors' Claims</b>":</p> <p>(a) the outstanding principal amount of the Existing Public Notes as at the Record Date ("<b>Existing Public Notes Principal Claims</b>");</p> <p><u>(b)</u> <u>the outstanding principal amount of the Existing Loans as at the Record Date ("<b>Existing Loans Principal Claims</b>" and collectively with the Existing Public Notes Principal Claims, the "<b>Existing Class A Debt Principal Claims</b>")</u>;</p> <p><u>(c)</u> <del>(b)</del> the outstanding principal amount of the relevant Additional Existing Debt Instruments as at the Record Date ("<b>Additional Existing Debt Instruments Principal Claims</b>" and collectively with the Existing <del>Public Notes</del> <u>Class A Debt</u> Principal Claims, the "<b>Existing <del>Notes</del> <u>Debt</u> Principal Claims</b>")"; and</p> <p><u>(d)</u> <del>(e)</del> all accrued and unpaid interest and/or distributions in respect of the outstanding principal under the relevant Existing <del>Notes</del> <u>Debt</u> up to but excluding the Reference Date (the "<b>Accrued Interest Claims</b>").</p> <p>For the avoidance of doubt, (i) all the Accrued Interest Claims in respect of the relevant Existing <del>Notes</del> <u>Debt</u> held by Scheme Creditors who elect and are allocated the STN and/or the LTN under Option 1 and/or Option 3 (each as defined below) up to but excluding the Reference Date; and (ii) 50% of the Accrued Interest Claims in respect of the relevant Existing <del>Notes</del> <u>Debt</u> held by Scheme Creditors who elect and/or otherwise have been allocated Scheme Consideration under Option 2 (as defined below) up to but excluding the Reference Date, shall be waived on RED. In addition, any and all accrued and unpaid default interest and/or distributions arising solely in connection with or as a result of any outstanding interest and/or distribution under the relevant Existing <del>Notes</del> <u>Debt</u>, if any, shall not be included as part of the Scheme Creditors' Claims and shall be waived on RED. Interest shall only accrue on the New Notes from the Reference Date in accordance with Section B (<i>New Notes</i>) below.</p> <p>"<b>Record Date</b>" means the date designated by the Company for the determination of the outstanding principal amount of the Existing <del>Notes</del> <u>Debt</u> held by the Scheme Creditors for the purposes of voting at the proposed scheme meeting(s).</p> <p>"<b>Reference Date</b>" means 30 June 2024.</p>

B. New Notes	
<i>(i)</i>	<b>General</b>
<b>1.</b>	<b>Issuer / Company</b> Yuzhou Group Holdings Company Limited.

B. New Notes		
2.	<b>Original Issue Date</b>	RED.
3.	<b>Scheme Consideration</b>	<p>The scheme consideration shall include either one or a combination of the following options (the "<b>Scheme Consideration</b>") in accordance with each Scheme <del>Creditor's</del><u>Creditor's</u> election and subject to the Election Requirements:</p> <p>(a) <u>Option 1</u>: Scheme Creditors electing to receive Option 1 shall receive their pro-rata proportion of (i) STN up to the STN Face Value Cap (as defined below); and (ii) Cash Payment (as defined below);</p> <p>(b) <u>Option 2</u>: Scheme Creditors electing to receive Option 2 or who are automatically re-assigned to Option 2 (as a result of an oversubscription of the STN) shall receive:</p> <p style="padding-left: 20px;">(i) the MTN (as defined and divided into tranches as referenced below);</p> <p style="padding-left: 20px;">(ii) the New Equity (as defined below); and</p> <p style="padding-left: 20px;">(iii) the LTN (as defined below) in respect of 50% of their Accrued Interest Claims (the remaining 50% being waived on RED); and</p> <p>(c) <u>Option 3</u>: Scheme Creditors electing to receive Option 3 or who are automatically assigned to Option 3 by default if they do not make any election shall receive the LTN.</p> <p>To the extent that the Scheme Creditors' election for Option 1 results in the STN Face Value exceeding the Class A STN Face Value Cap and the Class B STN Face Value Cap respectively, the unconverted portion of the Existing <del>Notes</del><u>Debt</u> Principal Claims and the Accrued Interest Claims in relation thereto will be automatically reassigned to Option 2.</p> <p><b>"Election Requirements"</b> means, with respect to the election made by any Scheme Creditor, such election which will not result in any tranche of New Notes to be received by such Scheme Creditor having a principal amount that is less than USD1,000.</p>
4.	<b>New Notes</b>	<p>All Scheme Creditors shall receive new notes (the "<b>New Notes</b>") with their respective coupons, tranches, guarantee and security packages and maturity dates as set out below. As a general principle, unless otherwise indicated in this Term Sheet or subsequently agreed between the Company and the Ad Hoc Group, the New Notes issued to the Scheme Creditors shall be based on the existing indentures in respect of the Existing Public Notes.</p> <p>Subject to the Election Requirements, all Scheme Creditors shall have the option to elect their relevant series of New Notes in the form of either or a combination of Option 1, Option 2 or Option 3. A Scheme Creditor who fails to elect its preferred option before the</p>

B. New Notes		
		<p>relevant deadlines shall be allocated Option 3 by default.</p> <p>The MTN shall comprise four tranches as described below.</p> <p>If a clearing system participant represents more than one holder or a holder wishes to receive part of its Scheme Consideration in one series of New Notes and other part(s) in other series of New Notes, it may elect to do so subject to the Election Requirements.</p> <p>Accordingly, the New Notes shall comprise the following series of notes:</p> <ul style="list-style-type: none"> <li>(a) short-term notes ("<b>STN</b>");</li> <li>(b) medium-term notes ("<b>MTN</b>"), which shall comprise four tranches, namely the MTN Tranche A, the MTN Tranche B, the MTN Tranche C and the MTN Tranche D; and</li> <li>(c) long-term notes ("<b>LTN</b>").</li> </ul>
<b>(ii) Option 1 / STN</b>		
<b>5.</b>	<b>Description and Allocation</b>	<p>Scheme Creditors who elect Option 1 as Scheme Consideration in exchange for their Scheme Creditors' Claims shall receive, in respect of their Scheme Creditors' Claims so elected:</p> <ul style="list-style-type: none"> <li>(a) in the case of Class A Scheme Creditors, STN with the following face value to be issued on RED: a face value equal to (i) 30% of their relevant Existing <del>Public Notes</del> <u>Class A Debt</u> Principal Claims; less (ii) their pro-rata proportion of the Cash Payment to be paid on RED (in aggregate, the "<b>Class A STN Face Value</b>"); and</li> <li>(b) in the case of Class B Scheme Creditors, STN with the following face value to be issued on RED: a face value equal to (i) 10% of their relevant Additional Existing Debt Instruments Principal Claims; less (ii) their pro-rata proportion of the Cash Payment to be paid on RED (in aggregate, the "<b>Class B STN Face Value</b>", together with the Class A STN Face Value, the "<b>STN Face Value</b>").</li> </ul> <p>The Class A STN Face Value shall be capped at USD356,500,000 (the "<b>Class A STN Face Value Cap</b>").</p> <p>The Class B STN Face Value shall be capped at USD18,760,000 (the "<b>Class B STN Face Value Cap</b>", and collectively with the Class A STN Face Value Cap, the "<b>STN Face Value Cap</b>").</p> <p>To the extent that (i) the Class A Scheme Creditors' election for Option 1 results in the Class A STN Face Value exceeding the Class A STN Face Value Cap; and/or (ii) the Class B Scheme Creditors'</p>

B.	New Notes	
		<p>election for Option 1 results in the Class B STN Face Value exceeding the Class B STN Face Value Cap, all such Class A Scheme Creditors and/or Class B Scheme Creditors (as applicable) who have elected to receive Option 1 as Scheme Consideration shall have their unallocated Existing <del>Notes</del><u>Debt</u> Principal Claims and the corresponding Accrued Interest Claims automatically re-assigned to Option 2.</p> <p>The following will be automatically re-assigned to Option 2:</p> <p>(a) in the case of Class A Scheme Creditors, an aggregate amount equal to: (i) the amount of the Existing <del>Public Notes</del><u>Class A Debt</u> Principal Claims which proportionately reflects the difference between the Class A STN Face Value and the Class A STN Face Value Cap ("<b>Class A Option 1 Excess Amount (Principal)</b>"); <i>plus</i> (ii) the Accrued Interest Claims in respect of such Class A Option 1 Excess Amount (Principal) ("<b>Class A Option 1 Excess Amount (Interest)</b>") (collectively, the "<b>Class A Option 1 Excess Amount</b>"); and/or</p> <p>(b) in the case of Class B Scheme Creditors, an aggregate amount equal to: (i) the amount of the Additional Existing Debt Instruments Principal Claims which proportionately reflects the difference between the Class B STN Face Value and the Class B STN Face Value Cap ("<b>Class B Option 1 Excess Amount (Principal)</b>"); <i>plus</i> (ii) the Accrued Interest Claims in respect of such Class B Option 1 Excess Amount (Principal) ("<b>Class B Option 1 Excess Amount (Interest)</b>") (collectively, the "<b>Class B Option 1 Excess Amount</b>", and collectively with the Class A Option 1 Excess Amount, the "<b>Option 1 Excess Amount</b>").</p> <p>Notwithstanding anything in this Term Sheet, the Company reserves the right to increase the STN Face Value Cap and/or the overall face value of the STN in its sole discretion at any time within 60 days after the Record Date, provided that if the Company increases the STN Face Value Cap, the Class A STN Face Value Cap and the Class B STN Face Value Cap will be increased proportionately.</p> <p>All the Accrued Interest Claims in respect of the Existing <del>Notes</del><u>Debt</u> Principal Claims converted to STN shall be waived on RED.</p>
6.	<b>Maturity and mandatory redemption</b>	<p>Maturity date: 30 June 2027.</p> <p>On each of the following dates (each a "<b>Mandatory Redemption Date</b>"), in respect of each STN that remains outstanding (which, for the avoidance of doubt, shall not include any STN that has been repurchased and cancelled before such date), the Company shall redeem (such redemption, a "<b>Mandatory Redemption</b>") at least the Minimum Principal Amount (as defined below) of such STN at a redemption price equal to 100% of the principal amount thereof, plus</p>

B. New Notes											
	<p>accrued and unpaid interest, if any, up to (but not including) the relevant Mandatory Redemption Date:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Mandatory Redemption Date</th> <th style="text-align: center;">Required principal amount (on cumulative basis)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">30 December 2025</td> <td>5.33% of the original issue amount of such STN</td> </tr> <tr> <td style="text-align: center;">30 June 2026</td> <td>10.66% of the original issue amount of such STN</td> </tr> <tr> <td style="text-align: center;">30 December 2026</td> <td>15.99% of the original issue amount of such STN</td> </tr> <tr> <td style="text-align: center;">30 June 2027</td> <td>The remaining outstanding principal amount of such STN</td> </tr> </tbody> </table> <p><b>"Minimum Principal Amount"</b> means the greater of (a) zero; and (b) an amount equivalent to (i) the required principal amount set forth in the above table on the relevant Mandatory Redemption Date minus (ii) in respect of such STN only, the aggregate principal amount redeemed from the original issue date up to but excluding the relevant Mandatory Redemption Date pursuant to the terms of the indenture ("<b>Permitted Redemption</b>") provided that such Permitted Redemption was on a pro rata basis in respect of all STN then outstanding at the time when such Permitted Redemption took place (including any redemptions pursuant to an STN Cash Sweep Redemption (as defined in row 10 (<i>Cash Sweep</i>) of Section B (<i>New Notes</i>))).</p> <p>For the avoidance of doubt, the indenture governing the STN shall not include any optional redemption provision in respect of all STN outstanding with a redemption price lower than 100% of the principal amount plus accrued and unpaid interest.</p>	Mandatory Redemption Date	Required principal amount (on cumulative basis)	30 December 2025	5.33% of the original issue amount of such STN	30 June 2026	10.66% of the original issue amount of such STN	30 December 2026	15.99% of the original issue amount of such STN	30 June 2027	The remaining outstanding principal amount of such STN
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7.	<p><b>Coupon</b></p> <p>6.0% per annum, paid semi-annually in arrears and in cash. The first interest payment date shall be the date falling six months after the Reference Date (the "<b>First Interest Payment Date</b>").</p> <p>In the event the First Interest Payment Date (and any subsequent interest payment date(s), as the case may be) falls on a date before the RED, the interest payable on the First Interest Payment Date (and such subsequent interest payment date(s)) shall be paid into the Allocation Account (as defined below) on or before the First Interest Payment Date (or such subsequent interest payment date(s), as applicable) and such monies shall be disbursed (directly or indirectly) in full in favour of the beneficial holders of the STN on the RED.</p>										
8.	<p><b>Guarantee and Security</b></p> <p>The guarantee and security package for the STN shall include:</p> <p>(a) corporate guarantees from the 42 Subsidiary Guarantors under</p>										

B. New Notes	
	<p>the Existing Public Notes;</p> <p>(b) security over all the issued shares of the 42 Subsidiary Guarantors under the Existing Public Notes (together with paragraph (a) above, the "<b>Common Security Package</b>"), to be shared with Scheme Creditors who elect or have been automatically allocated Option 2 as Scheme Consideration, <u>and</u> Scheme Creditors who elect for or have been automatically allocated Option 3 as Scheme Consideration by default <del>and the finance parties under the facility agreement originally dated 23 February 2021 between, among others, the Company and China CITIC Bank International Limited as agent (as amended and restated from time to time)</del>, on a pari passu basis;</p> <p>(c) first ranking security over the equity interest of each project company listed in Schedule 1 (<i>Credit Enhancement Package</i>) hereto held by the Company or any of its offshore subsidiaries (the "<b>Credit Enhancement Package</b>");</p> <p>(d) first ranking security over such number of shares representing in aggregate 10% of the issued ordinary shares of the Company to be held directly or indirectly by Mr. Lam Lung On and Ms. Kwok Ying Lan (collectively, the "<b>Sponsors</b>") immediately after RED; and</p> <p>(e) first ranking security over the Allocation Account (as defined below) ("<b>Allocation Account Security</b>").</p> <p>For the avoidance of doubt, (i) the terms of the STN shall include customary Limitation on Liens provisions pursuant to which the issuer and restricted subsidiaries will undertake not to incur, assume or permit to exist any lien on any collateral, subject to customary exceptions; and (ii) the security documentation relevant to the Allocation Account Security will include restrictions on withdrawals, which will be subject to customary exceptions, including withdrawals for application in accordance with the Cash Sweep (as defined below).</p>
<b>9.</b>	<p><b>Cash payment</b></p> <p>On the RED, the Company shall (or shall procure its subsidiary to) make the following payments (collectively, the "<b>Cash Payment</b>"): </p> <p>(a) USD23,500,000 in cash to be paid to the Class A Scheme Creditors who elect and are allocated STN, on a pro rata basis; and</p> <p>(b) USD1,240,000 in cash to be paid to Class B Scheme Creditors who elect and are allocated STN, on a pro rata basis,</p> <p><u>provided that</u>, in the event that (i) the STN is undersubscribed (i.e. the STN Face Value Cap is not met or exceeded), the quantum of the Cash Payment payable to Class A Scheme Creditors and/or Class B Scheme Creditors in aggregate respectively shall be proportionately reduced; or (ii) the Company increases the STN Face Value Cap in accordance with row 5 (<i>Description and Allocation</i>) of this Section B</p>

B. New Notes	
	<p>(<i>New Notes</i>), the Company shall likewise increase the quantum of the Cash Payment proportionately.</p> <p>For the avoidance of doubt, the combined value of the STN Face Value and the Cash Payment received by any Scheme Creditor who is allocated the STN should not, in any instance, exceed:</p> <p>(a) in the case of Class A Scheme Creditors, 30% of their Existing <del>Public Notes</del> <u>Class A Debt</u> Principal Claims allocated to the STN; and</p> <p>(b) in the case of Class B Scheme Creditors, 10% of their Additional Existing Debt Instruments Principal Claims allocated to the STN.</p>
10.	<p><b>Cash Sweep</b></p> <p><u>Specified Asset Sale</u>:</p> <p>(a) Upon consummation of any Specified Asset Sale (as defined below), the Company shall, subject to satisfaction of certain conditions precedent which shall include but are not limited to conditions in connection with local laws and regulations with respect to remittance of monies to outside of the PRC into the Allocation Account (as defined below) ("<b>Remittance Conditions</b>"), remit 70% of the:</p> <p>(i) Net Cash Proceeds; and</p> <p>(ii) in the event any non-cash proceeds are received from such Specified Asset Sale, the cash-equivalent of such non-cash proceeds (after any brokerage commissions, fees, expenses and tax relating to such Specified Asset Sale), (together, the "<b>Specified Asset Sale Allocation Amount</b>"), to a designated account outside of the PRC which shall be opened within 120 days from the date of the <u>Original</u> RSA (the "<b>Allocation Account</b>").</p> <p>(b) The Company shall undertake to carry out (or procure the applicable Group member(s) to carry out) all steps and actions necessary or desirable which are within the control of the Company and the applicable Group member(s) for the remittance of monies to outside of the PRC mentioned above, namely:</p> <p>(i) to take all actions necessary to transfer the relevant proceeds to a member of the Group that satisfies the statutory and/or regulatory conditions to: (A) submit the remittance application and perform all other steps required under sub-paragraph (ii) below; and (B) remit such proceeds to an onshore bank;</p> <p>(ii) to promptly submit the remittance application (including all other supporting documents required in relation thereto) to an onshore bank for transfer to an offshore bank and, if requested or required by the onshore bank, use best</p>

B.	New Notes
	<p>endeavors to obtain all applicable regulatory approvals (if any) for transfer of the relevant proceeds to an offshore bank; and</p> <p>(iii) once the offshore bank receives the funds, promptly transfer the funds to the Allocation Account,</p> <p>(such steps and actions collectively, the "<b>Relevant Remittance Steps</b>").</p> <p>Any failure by the Company to comply with the above undertakings shall constitute a default under the New Notes.</p> <p>(c) The Group shall only agree to and enter into any sale, transfer or disposal of any of the Specified Assets listed in Schedule 2 (<i>Specified Assets</i>) hereto <u>provided</u> that the sale of such Specified Asset is in accordance with the Agreed Protocol (as defined below).</p> <p><u>WFOE Project Companies Proceeds:</u></p> <p>(a) The Company shall, subject to satisfaction of the Remittance Conditions, remit 70% of the WFOE Project Companies Proceeds in respect of the WFOE Project Companies listed under Schedule 3 (<i>WFOE Project Companies</i>) (the "<b>WFOE Project Companies Proceeds Allocation Amount</b>") to the Allocation Account.</p> <p>(b) The Company shall undertake to carry out (or procure the applicable Group member(s) to carry out) the Relevant Remittance Steps. Any failure by the Company to comply with the foregoing undertaking shall constitute a default under the New Notes.</p> <p>(c) The Group shall only agree and enter into any sale, transfer or disposal of any of the WFOE Project Companies provided that the sale of such WFOE Project Company is in accordance with the Agreed Protocol.</p> <p><u>Cash Sweep:</u></p> <p>The Company (i) may, at any time (at its discretion); and (ii) shall, within the Allocation Period (as defined below), whenever the Aggregate Allocation Amount (as defined below) exceeds USD50,000,000, apply, or procure the application of, the Aggregate Allocation Amount in the manner set out below (the "<b>Cash Sweep</b>") (and for the avoidance of doubt, withdrawals from the Allocation Account by the Company will be permitted to facilitate such application):</p> <p>(a) firstly, for so long as the STN remains outstanding, the Aggregate Allocation Amount shall be applied by the Company in its sole discretion in any, or a combination, of the following</p>

B.	New Notes
	<p>ways:</p> <ul style="list-style-type: none"> <li>(i) repayment of any amount(s) which are due and payable under the STN at such time on a pro-rata basis;</li> <li>(ii) in the event there are no amounts that are then due and payable under the STN, towards redemption of the STN at par plus accrued and unpaid interest, from all existing holders on a pro rata basis (the "<b>STN Cash Sweep Redemption</b>"); and/or</li> <li>(iii) strictly between RED and the date falling 12 months before the maturity of the STN only, and provided always that all amounts which would become due in respect of any upcoming Mandatory Redemption and/or interest under the STN within the next six months have either been (A) reserved for in the Allocation Account; and/or (B) redeemed in accordance with paragraph (ii) above, towards making one or more public offers to holders of the then outstanding STN to repurchase the STN, including at a purchase price below par via a Modified Dutch Auction Tender Offer, and the purchased notes shall be delivered to the relevant trustee for cancellation as soon as practicable. For the avoidance of doubt: (i) the Company shall not repurchase any outstanding STN via repurchases not publicly offered to other holders; and (ii) all results of any public offers to holders of the STN shall be made public through an announcement of the HKEX.</li> </ul> <p>(b) secondly, and only after all outstanding amounts under the STN have been repaid and/or redeemed in full, the Aggregate Allocation Amount shall be applied by the Company in its sole discretion in any, or a combination, of the following ways:</p> <ul style="list-style-type: none"> <li>(i) repayment of any amount(s) which are due and payable under the MTN at such time on a pro-rata basis;</li> <li>(ii) in the event there are no amounts that are then due and payable under the MTN, towards redemption of the MTN (proportionately across each outstanding tranche) from all holders of the MTN on a pro rata basis, at par plus accrued and unpaid interest; and/or</li> <li>(iii) towards making one or more public offers to holders of the MTN (proportionately across each outstanding tranche of the MTNs) to repurchase the relevant tranche of MTN, including at a purchase price below par via a Modified Dutch Auction Tender Offer, and the repurchased notes shall be delivered to the relevant trustee for cancellation as soon as practicable. For the avoidance of doubt, (i) the Company shall not repurchase any outstanding tranche of MTN via repurchases not publicly offered to other holders; and (ii) all results of any public offers to holders of the MTN shall be made public through an announcement on the HKEX.</li> </ul>

**B. New Notes**

For the purposes of this section:

**"Aggregate Allocation Amount"** means the aggregate of (i) the Specified Asset Sale Allocation Amount; *plus* (ii) the WFOE Project Companies Proceeds Allocation Amount, which is in the Allocation Account and is accumulated and remains unapplied from time to time.

**"Agreed Protocol"** means:

- (a) for any sale which occurs within 18 months following the Reference Date, the Company and the Ad Hoc Group Advisors shall agree to a set of pre-determined valuations in respect of the Specified Assets and WFOE Project Companies. The Company shall not sell any such asset at a price which is lower than the pre-determined valuations unless no objection is received from beneficial holder(s) of the STN or any outstanding tranche of MTN representing more than 25% of the aggregate principal amount of the then outstanding STN or the relevant tranche of MTN (as applicable) within 10 Business Days of the Company notifying the relevant trustees under the New Notes of the proposed sale;
- (b) for any sale which occurs after 18 months following the Reference Date, the valuation of the relevant asset which is subject to the sale shall be conducted in such manner that is not prohibited by the Listing Rules and in accordance with the ~~Company's~~ Company's existing procedures. Notwithstanding the above, in the event the sale price of an asset is anticipated to be more than USD25 million, the Company shall procure a valuation or use a valuation that is obtained within three months prior to the execution of the relevant sale and purchase agreement or other agreement to such effect, and shall not sell such asset at a price less than 90% of the valuation unless no objection is received from beneficial holder(s) of the STN or any outstanding tranche of MTN representing more than 25% of the aggregate principal amount of the then outstanding STN or the relevant tranche of MTN (as applicable) within 10 Business Days of the Company notifying the relevant trustees under the New Notes of the proposed sale; and
- (c) in respect of paragraphs (a) and (b) above, the valuations shall be based on a valuation report prepared by a Valuer certifying the fair market value of the Specified Assets and/or WFOE Project Companies.

**"Allocation Period"** means a 45-Business Day period after the date on which the Aggregate Allocation Amount exceeds USD50 million.

**"Business Day"** means any day which is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city of New York, in London, in Hong Kong, in the ~~People's~~ People's Republic

B.	New Notes
	<p>of China or in the Cayman Islands are authorised or required, by law or government regulation, to close.</p> <p><b>"Group"</b> means the Company and/or its subsidiaries (including step-down subsidiaries).</p> <p><b>"Modified Dutch Auction Tender Offer"</b> means a modified Dutch auction tender offer which shall be offered to all beneficial holders of the STN or the relevant outstanding tranche of MTN (as the case may be) other than to the beneficial holders in any jurisdiction where the inclusion of such holders would require the Company or any subsidiary to comply with any requirements under the securities laws of such jurisdiction that are, in the <del>Company's</del><u>Company's</u> sole discretion, unduly onerous, provided that all tender offers shall be made available to holders that are "qualified institutional buyers" as defined in Rule 144A under the U.S. Securities Act of 1933 (the <b>"Securities Act"</b>) and "institutional accredited investors" as defined in Rule 501(A)(1), (2), (3) or (7) under the Securities Act, in each case, without any restrictions.</p> <p><b>"Net Cash Proceeds"</b> shall have the same meaning as stated in the indentures of the Existing Public Notes.</p> <p><b>"Specified Asset Sale"</b> means, from the date of the <u>Original</u> RSA:</p> <ul style="list-style-type: none"> <li>(a) any sale, transfer or disposal of a Specified Asset by the relevant member of the Group; and/or</li> <li>(b) any sale or transfer by any member of the Group of any shares in any company that directly or indirectly owns a Specified Asset, subject to certain exceptions to be agreed in the Restructuring Documents (as agreed between the Company and the Ad Hoc Group),</li> </ul> <p>in each case of paragraphs (a) and (b) above, other than any such sale, transfer or disposal to the Company or to another member of the Group in which the Company has a direct or indirect equity interest in a percentage of not less than the equity interest the Company directly or indirectly owns in the member of the Group that directly makes such sale, transfer or disposal.</p> <p><b>"Specified Assets"</b> means the <del>Group's</del><u>Group's</u> assets as listed in Schedule 2 (<i>Specified Assets</i>) hereto.</p> <p><b>"WFOE Project Companies"</b> means the wholly foreign-owned enterprise project companies within the Group as listed in Schedule 3 (<i>WFOE Project Companies</i>) hereto, and <b>"WFOE Project Company"</b> means each of such companies.</p> <p><b>"WFOE Project Companies Proceeds"</b> means, from the date of the <u>Original</u> RSA, cash and/or the monetary value of any non-cash proceeds received by the Company or any other member of the Group arising from:</p> <ul style="list-style-type: none"> <li>(a) any sale, transfer or disposal of any WFOE Project Company by the relevant member of the Group, on a look-through basis and taking into account any adjustment for minority interests with</li> </ul>

B. New Notes	
	<p>mechanics and threshold to be agreed between the Company and the Ad Hoc Group in the Restructuring Documents and net of certain fees, taxes, charges and amounts under certain indebtedness, liabilities or other obligations;</p> <p>(b) any sale or transfer by any member of the Group of any shares in any company that directly or indirectly owns a WFOE Project Company, subject to certain exceptions to be agreed in the Restructuring Documents (as agreed between the Company and the Ad Hoc Group), on a look-through basis and taking into account any adjustment for minority interests with mechanics and threshold(s) to be agreed between the Company and the Ad Hoc Group in the Restructuring Documents and net of certain fees, taxes, charges and amounts under certain indebtedness, liabilities or other obligations;</p> <p>(c) any dividends on the ordinary shares of any WFOE Project Company paid by such relevant WFOE Project Company; and/or</p> <p>(d) any repayment of intercompany loans and/or shareholder loans owed by any WFOE Project Company,</p> <p>in each case of paragraphs (a) and (b) above, other than any such sale, transfer or disposal to the Company or to another member of the Group in which the Company has a direct or indirect equity interest in a percentage of not less than the equity interest the Company directly or indirectly owns in the member of the Group that directly makes such sale, transfer or disposal.</p> <p><b>"Valuer"</b> means any of the following internationally recognized appraisers, including such <del>firm's</del><a href="#">firm's</a> affiliates and successors:</p> <p>(a) JLL;</p> <p>(b) CBRE;</p> <p>(c) Savills;</p> <p>(d) Cushman &amp; Wakefield;</p> <p>(e) Colliers; or</p> <p>(f) such other firm as may be agreed between the Company and the Majority Initial Consenting Creditors (as defined in the <a href="#">Original RSA</a>) in writing.</p>
<b>11.</b>	<p><b>Default on payment</b></p> <p>In the event:</p> <p>(a) an event of default and/or default occurs strictly as a result of non-payment of principal or interest in relation to the STN, and such default is not otherwise cured by the Company within 30 calendar days from the date of such occurrence;</p> <p>(b) a case or other proceeding is commenced by or against the Company under any applicable bankruptcy, insolvency or other similar law (subject to any carve out to be agreed in the Restructuring Documents, if required);</p> <p>(c) the STN has been accelerated by the relevant trustee following</p>

B. New Notes		
		<p>the occurrence of any event of default and/or default, the outstanding principal amount of the STN shall be automatically increased on the Step-Up Date by 33.3% of the outstanding principal amount of the STN at that time (the "<b>Step-Up STN Principal</b>").</p> <p>The Step-Up STN Principal shall: (a) be allocated pro-rata amongst the beneficial holders of the STN on the Step-Up Date; and (b) benefit from the same guarantee and security package as the STN as detailed in row 8 (<i>Guarantee and Security</i>) of this Section B(ii) (<i>Option 1/STN</i>) above.</p> <p>For the purposes of this row 11, "<b>Step-Up Date</b>" means: (A) in case of a default or event of default pursuant to paragraph (a) above, the date following the expiry of the 30-day cure period; (B) in case of a default or event of default pursuant to paragraph (b) above, the date of institution of such case or proceedings; and (C) in case of paragraph (c) above, the date of declaration of acceleration.</p>
(iii) Option 2 / MTN		
12.	<b>Description and Allocation</b>	<p>Scheme Creditors who (i) elect Option 2 as Scheme Consideration in exchange for their Scheme Creditors' Claims; or (ii) elected to receive Option 1 as Scheme Consideration but had a portion of their Existing <del>Notes</del>Debt Principal Claims and Accrued Interest Claims automatically re-assigned as part of the Option 1 Excess Amount (if any) (collectively, "<b>Option 2 Creditors</b>"), shall receive, in respect of their Scheme Creditors' Claims so elected:</p> <p>(a) MTN with a face value equal to:</p> <p style="padding-left: 20px;">(i) in the case of Class A Scheme Creditors, 72% of: (A) their relevant Existing <del>Public Notes</del>Class A Debt Principal Claims, and/or (B) their respective pro-rata portion of the Class A Option 1 Excess Amount (Principal) (in aggregate, the "<b>Class A MTN Face Value</b>"); and</p> <p style="padding-left: 20px;">(ii) in the case of Class B Scheme Creditors, 36% of (A) their relevant Additional Existing Debt Instruments Principal Claims, and/or (B) their respective pro-rata portion of the Class B Option 1 Excess Amount (Principal) (in aggregate, the "<b>Class B MTN Face Value</b>");</p> <p>(b) New Equity (as defined below) with an aggregate value which:</p> <p style="padding-left: 20px;">(i) in the case of Class A Scheme Creditors, equals to 28% of: (A) their relevant Existing <del>Public Notes</del>Class A Debt Principal Claims, and/or (B) their respective pro-rata portion of the Class A Option 1 Excess Amount (Principal); and</p> <p style="padding-left: 20px;">(ii) in the case of Class B Scheme Creditors, equals to 64% of: (A) their relevant Additional Existing Debt Instruments Principal Claims, and/or (B) their respective pro-rata portion of the Class B Option 1 Excess Amount (Principal); and</p>

B.	New Notes
	<p>(c) LTN with a face value equal to 50% of their Accrued Interest Claims as part of the relevant Scheme Creditors' Claims and/or Class A Option 1 Excess Amount (Interest) or Class B Option 1 Excess Amount (Interest) (as applicable, and in respect of the Class A Option 1 Excess Amount (Interest) and Class B Option 1 Excess Amount (Interest), the remaining 50% shall be waived on the RED).</p> <p>The aggregate face value of the MTN ("<b>MTN Face Value</b>") for the Restructuring shall be the sum of the Class A MTN Face Value and the Class B MTN Face Value. The MTN shall comprise four tranches as follows:</p> <p>(a) <u>MTN Tranche A</u>: the MTN Tranche A shall have a face value that is capped at USD378,000,000 (the "<b>MTN Tranche A Cap</b>");</p> <p>(b) <u>MTN Tranche B</u>: the MTN Tranche B shall have a face value that is capped at USD655,000,000 (the "<b>MTN Tranche B Cap</b>");</p> <p>(c) <u>MTN Tranche C</u>: the MTN Tranche C shall have a face value that is capped at USD870,000,000 (the "<b>MTN Tranche C Cap</b>"); and</p> <p>(d) <u>MTN Tranche D</u>: the MTN Tranche D shall have a face value that is the MTN Face Value less the aggregate of (i) the MTN Tranche A Cap, (ii) the MTN Tranche B Cap, and (iii) the MTN Tranche C Cap. For the avoidance of doubt, the face value of the MTN Tranche D will not be capped.</p> <p>Ordinary shares in the Company representing approximately 36.6% to 40.1% of the aggregate issued ordinary shares of the Company immediately after RED (subject to the outcome of the Rights Issue (as defined below)) shall be issued by the Company to Scheme Creditors as part of the Scheme Consideration under Option 2 ("<b>New Equity</b>"). Such issuance shall be completed on or prior to RED, the distribution of which shall occur on RED.</p> <p>Scheme Creditors who will receive MTN as part of their Scheme Consideration in exchange for their Existing <a href="#">NotesDebt</a> shall be allocated a certain percentage each of the MTN Tranche A, the MTN Tranche B, the MTN Tranche C and the MTN Tranche D, and the relevant percentage of each tranche will be calculated based on the percentage that the face value of such tranche represents of the MTN Face Value. In the event a Scheme Creditor is allocated one or more tranches of MTN with a principal amount which is less than USD1,000 for such tranche(s) and to the extent such allocation does not relate to MTN Tranche D, that Scheme Creditor shall be allocated and receive MTN Tranche D instead in the corresponding principal amount.</p>

B. New Notes		
13.	<b>Maturity</b>	<p>(a) <u>MTN Tranche A</u>: maturity date of four years after the Reference Date;</p> <p>(b) <u>MTN Tranche B</u>: maturity date of five years after the Reference Date;</p> <p>(c) <u>MTN Tranche C</u>: maturity date of six years after the Reference Date; and</p> <p>(d) <u>MTN Tranche D</u>: maturity date of seven years after the Reference Date.</p> <p>The MTN shall be redeemed at 100% of their then outstanding principal amount together with accrued but unpaid interest (including PIK Interest) up to but excluding the relevant maturity date.</p>
14.	<b>Coupon</b>	<p>Paid at the following rates, semi-annually in arrears with the first interest payment date being the date falling six months after the Reference Date:</p> <p>(a) <u>MTN Tranche A</u>: 4.0% per annum;</p> <p>(b) <u>MTN Tranche B</u>: 4.5% per annum;</p> <p>(c) <u>MTN Tranche C</u>: 5.0% per annum; and</p> <p>(d) <u>MTN Tranche D</u>: 5.5% per annum.</p> <p>Notwithstanding the above, the Company may elect at any time up to and including the third anniversary following the Reference Date, to pay the whole or any part of the coupon in cash or in kind ("<b>PIK Interest</b>"), <u>provided</u> that, on each interest payment date, the proportion of interest paid in cash (if any) shall be the same under each tranche of MTN, to be paid pro rata to the holders thereof, <u>provided further</u> that in the event all outstanding amounts under the STN have been repaid and/or redeemed in full and such event occurs on a date (such date, being the "<b>STN Repayment Date</b>") prior to the third anniversary following the Reference Date, the Company shall pay any and all coupon(s) under the MTN Tranche A that become due following the STN Repayment Date in cash only. For the avoidance of doubt, all coupon payments in respect of the MTN after the third anniversary following the Reference Date shall be in cash only.</p> <p>In the event the first interest payment date in respect of the MTN (and any subsequent interest payment date(s), as the case may be) falls on a date before the RED, the Company shall be deemed to have elected for PIK Interest in respect of all such payments that fall due before the RED.</p>
15.	<b>Guarantee and Security</b>	<p>The guarantee and security package for the MTN shall include:</p> <p>(a) corporate guarantees from the 42 Subsidiary Guarantors under the Existing Public Notes;</p>

B.	New Notes
	<p>(b) the Common Security Package, to be shared with the holders of the STN, <u>and</u> the holders of the LTN <del>and the finance parties under the facility agreement originally dated 23 February 2021 between, among others, the Company and China CITIC Bank International Limited as agent (as amended and restated from time to time)</del>, on a pari passu basis;</p> <p>(c) whilst the STN is outstanding, to share security in respect of the Credit Enhancement Package with the STN (solely on the basis that the requisite intercreditor arrangement(s) will provide that the MTN will rank behind the STN), and when no STN is outstanding, first ranking security, over the Credit Enhancement Package; and</p> <p>(d) whilst the STN is outstanding, to share security in respect of the Allocation Account with the STN (solely on the basis that the requisite intercreditor arrangement(s) will provide that the MTN will rank behind the STN), and when no STN is outstanding, first ranking security, over the Allocation Account.</p>
16.	<p><b>New Equity</b></p> <p><u>Issue of New Equity:</u> Option 2 Creditors shall receive newly issued ordinary shares in the Company as stated at row 12 (<i>Description and Allocation</i>) above of this Section B (<i>New Notes</i>) (collectively, the "<b>Option 2 Noteholder Shares</b>") representing approximately 36.6% to 40.1% of the aggregate issued ordinary shares of the Company immediately after RED subject to the outcome of the Rights Issue (as defined below), and such issuance shall be completed on or prior to RED. Following the Rights Issue and the issuance of the Option 2 Noteholder Shares, the Sponsors shall collectively hold no more than 40% to 41% of the aggregated issued ordinary shares of the Company.</p> <p>The Option 2 Noteholder Shares shall be distributed on a pro rata basis to the Option 2 Creditors. This shall be calculated on the basis of (i) for Scheme Creditors who originally elect Option 2, all of their relevant Existing <del>Notes</del><u>Debt</u> Principal Claims and (ii) for Scheme Creditors who originally elect Option 1, only with respect to the portion of their Existing <del>Notes</del><u>Debt</u> Principal Claims which were re-assigned as part of the Option 1 Excess Amount.</p> <p>The Option 2 Noteholder Shares shall be distributed to the Option 2 Creditors directly through the <del>Company's</del><u>Company's</u> share registrar in scrip form or such other method(s) to be agreed between the Company and the Ad Hoc Group in the Restructuring Documents.</p> <p><u>Dividends:</u> The Company shall not pay dividends in cash on any of its equity (including the New Equity): (a) until the full repayment and/or redemption of the STN; and (b) for as long as any event of default</p>

B. New Notes		
		<p>has occurred and is continuing under the New Notes. Thereafter, cash dividends on the ordinary shares in the Company will be payable (i) in accordance with the applicable law and/or with the approval of the shareholders of the Company, and (ii) subject to the terms of the New Notes.</p> <p><u>Ranking:</u> All ordinary shares in the Company shall rank pari passu.</p> <p><u>Voting rights:</u> Each ordinary share in the Company will have one vote.</p> <p><u>Regulatory requirements:</u> The issuance of the Option 2 Noteholder Shares will be subject to, amongst other things, the applicable requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited ("<b>Stock Exchange</b>", and such rules being the "<b>Listing Rules</b>") and the Stock Exchange's approvals for the listing of and permission to deal in the Option 2 Noteholder Shares.</p> <p><u>Transfer Restrictions:</u> The Option 2 Noteholder Shares 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 ("<b>Regulation S</b>")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Option 2 Noteholder Shares will be offered and sold: (i) in the United States, only to "qualified institutional buyers" as defined in Rule 144A under the Securities Act and "institutional accredited investors" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, or pursuant to another exemption from registration under the Securities Act; and (ii) outside the United States, in offshore transactions in reliance on Regulation S.</p> <p><u>Sponsors:</u> The Sponsors shall not have any material interest in the Restructuring (other than in their capacity as shareholders of the Company) and shall not have any direct and indirect holdings of the Existing Notes.</p>
17.	Cash Sweep	See row 10 ( <i>Cash Sweep</i> ) above of this Section B ( <i>New Notes</i> ), to the extent applicable and relevant to the MTN.
<i>(iv) Option 3 / LTN</i>		
18.	Description and Allocation	<p>Scheme Creditors who:</p> <p>(a) (i) elect Option 3 as Scheme Consideration in exchange for their Scheme Creditors' Claims; or (ii) fail to elect for their preferred option as Scheme Consideration before the relevant deadline before the RED, shall receive LTN with a face value equal to their relevant Existing <del>Notes</del> <u>Debt</u> Principal Claims; and</p>

<b>B. New Notes</b>		
		<p>(b) (i) elect Option 2 as Scheme Consideration in exchange for their Scheme Creditors' Claims; or (ii) elected to receive Option 1 as Scheme Consideration but had a portion of their Scheme Creditors' Claims be automatically re-assigned as part of the Option 1 Excess Amount (if any), shall receive LTN in accordance with row 12 (<i>Description and Allocation</i>) above of this Section B (<i>New Notes</i>).</p> <p>For the avoidance of doubt, there is no difference in the conversion ratio for Class A Scheme Creditors and Class B Scheme Creditors in respect of the conversion of their Scheme Creditors' Claims to LTN.</p>
<b>19.</b>	<b>Maturity</b>	<p>Maturity date: 10 years after the Reference Date.</p> <p>The LTN shall be redeemed at 100% of their then outstanding principal amount on the maturity date together with accrued but unpaid interest (including PIK Interest) up to but excluding the relevant maturity date.</p>
<b>20.</b>	<b>Coupon</b>	<p>1.0% per annum, paid semi-annually in arrears with the first interest payment date being the date falling six months after the Reference Date.</p> <p>Notwithstanding the above, the Company may elect at any time during the tenor of the LTN to pay the whole or any part of the coupon in cash or PIK Interest, and any cash payments are to be paid pro-rata to the holders thereof.</p> <p>In the event the first interest payment date in respect of the LTN (and any subsequent interest payment date(s), as the case may be) falls on a date before the RED, the Company shall be deemed to have elected for PIK Interest in respect of all such payments that fall due before the RED.</p>
<b>21.</b>	<b>Guarantee and Security</b>	<p>Scheme Creditors who have elected for or have been automatically allocated LTN by default, shall have their LTN be guaranteed and secured by:</p> <p>(a) the corporate guarantees from the 42 Subsidiary Guarantors under the Existing Public Notes; and</p> <p>(b) the Common Security Package, to be shared with Scheme Creditors who elect Option 1 as Scheme Consideration, <u>and</u> Scheme Creditors who elect or have been automatically allocated Option 2 as Scheme Consideration <del>and the finance parties under the facility agreement originally dated 23 February 2021 between, among others, the Company and China CITIC Bank International Limited as agent (as amended and restated from time to time)</del>, on a pari passu basis.</p>
<b>22.</b>	<b>Cross-default</b>	Any default and/or event of default arising under and in connection

<b>B. New Notes</b>		
	<b>provision under LTN only</b>	with the STN and MTN shall be excluded from the cross-default provisions under the indenture for the LTN.
<b>(v)</b>	<b>Terms applicable to all New Notes</b>	
<b>23.</b>	<b>Covenants</b>	Unless otherwise specified or alluded to in this Term Sheet, covenants of the New Notes are to be substantially the same as those set out in the indentures of the Existing Public Notes, but to be tightened and amended as reasonably necessary as the context otherwise requires, and to be agreed in the Restructuring Documents between the Company and the Ad Hoc Group to give effect to the Restructuring, including, but not limited to, standard anti-layering and/or debt incurrence covenants, as well as such exceptions and/or carve-outs in respect of the asset sale covenants, limitation on liens covenants to facilitate the Specified Asset Sale and the disposal of the <a href="#">Group's Group's</a> interest in the WFOE Project Companies and creation of liens as contemplated in respect of the Cash Sweep, and Credit Enhancement Package, and the threshold to trigger change of control being lowered to less than 20% holding by the Sponsors.
<b>24.</b>	<b>Events of default</b>	Unless otherwise specified or alluded to in this Term Sheet, the events of default of the New Notes are to be substantially the same as those set out in the indentures of the Existing Public Notes, amended as reasonably necessary as the context otherwise requires and to be agreed in the Restructuring Documents between the Company and the Ad Hoc Group to give effect to the Restructuring, including appropriate carve-outs to the cross-default and cross-acceleration provisions for any existing defaults under indebtedness both offshore and onshore in the <a href="#">People's People's</a> Republic of China ("PRC") that is not being compromised in the Scheme.
<b>25.</b>	<b>New trustee and/or collateral agent</b>	The trustee and/or collateral agent for the New Notes shall be selected from one of the institutions listed below: (a) Madison Pacific; (b) Serica; (c) GLAS; or (d) such other service provider as may be agreed between the Company and the Majority Initial Consenting Creditors (as defined in the <a href="#">Original</a> RSA) in writing.
<b>26.</b>	<b>Restricted Subsidiaries</b>	Same as under the Existing Public Notes.
<b>27.</b>	<b>Amendments and waivers</b>	Where any amendment, modification or waiver under the Existing Public Notes previously required the consent of each affected holder, under the New Notes, any such amendment, modification or waiver shall henceforth only require the consent of the holders of not less than: (a) in respect of the STN, 85% in aggregate principal amount of the then outstanding STN;

<b>B. New Notes</b>		
		<p>(b) in respect of each tranche of the MTN, 75% in aggregate principal amount of the then outstanding relevant tranche of MTN; and</p> <p>(c) in respect of the LTN, 65% in aggregate principal amount of the then outstanding LTN.</p> <p>Save as set out above, all other amendments, modifications or waivers under the New Notes shall only require consent of holders of not less than a majority in aggregate principal amount under the relevant outstanding STN, tranche of MTN or the LTN (as the case may be).</p>
<b>28.</b>	<b>Governing Law and Jurisdiction</b>	The New Notes shall have indentures that are governed by the laws of the State of New York, and the security documents shall be governed by the relevant local law.
<b>29.</b>	<b>Transfer Restrictions</b>	The New 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) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The New Notes will be offered and sold: (i) in the United States, only to "qualified institutional buyers" as defined in Rule 144A under the Securities Act and "institutional accredited investors" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, or pursuant to another exemption from registration under the Securities Act; and (ii) outside the United States in offshore transactions in reliance on Regulation S.
<b>30.</b>	<b>Form and Registration</b>	The New Notes will be issued only in registered form and expected to be initially represented by a Regulation S Global Note, a Rule 144A Global Note and an IAI Global Note. The minimum denomination of the New Notes will be US\$1,000 and integral multiples of US\$1 in excess thereof.
<b>31.</b>	<b>Listing</b>	Applications will be made for the listing and quotation of each series of the New Notes on the Singapore Exchange and an approval in-principle shall be obtained on or prior to the RED. The Company shall use commercially reasonable endeavours to obtain such listing as soon as practicable after the RED and to maintain such listing (or obtain and maintain a listing on another internationally recognized stock exchange) as long as any series of the New Notes remain outstanding.

<b>C. Other terms</b>		
<b>1.</b>	<b>RSA Fees</b>	<p><del>Subject to row 4 (Rights Issue) of this Section C (Other terms), RSA fees shall comprise (collectively, the "RSA Fees"):</del></p> <p><del>(a) an early bird fee payable to holders of the Existing Notes who sign the RSA within four weeks of it being made publicly available in</del></p>

C. Other terms	
	<p><del>the amount equal to 0.2% of the aggregate principal amount (and, for the avoidance of doubt, excluding any accrued but unpaid interest under the relevant Existing Notes) on the Record Date owed to the relevant holder in respect of the Existing Notes; and</del></p> <p><del>(b) a general consent fee payable to holders of the Existing Notes who sign the RSA after four weeks but within six weeks of it being made publicly available (the "<b>General RSA Fee Deadline</b>") in the amount equal to 0.1% of the aggregate principal amount (and, for the avoidance of doubt, excluding any accrued but unpaid interest under the relevant Existing Notes) on the Record Date owed to the relevant holder in respect of the Existing Notes. In the event and provided that the aggregate outstanding principal amount of the Existing Notes held by the Scheme Creditors (beneficially, as principal) who have entered into the RSA by the General RSA Fee Deadline is less than 75% of the aggregate outstanding principal amount of each of the (x) Existing Public Notes; and/or (y) Additional Existing Debt Instruments, the Company shall have the sole discretion to extend the General RSA Fee Deadline (whether pursuant to a single extension or multiple extensions) by a further two weeks each time. Once the aggregate outstanding principal amount of the Existing Notes held by the Scheme Creditors (beneficially, as principal) who have entered into the RSA is equal to or more than 75% of the aggregate outstanding principal amount of each of the (x) Existing Public Notes; and (y) the Additional Existing Debt Instruments, the General RSA Fee Deadline may only be extended by the Company with the prior written consent of the Majority Initial Consenting Creditors (as defined in the RSA).</del></p> <p><a href="#">Please refer to the applicable RSA for the RSA Fees that will be paid.</a></p> <p>All RSA Fees are to be paid on or prior to the RED in accordance with the terms of the <a href="#">applicable</a> RSA.</p>
2.	<p><b>Ad Hoc Group Advisor Fees</b></p> <p>Fees of the legal and financial advisors of certain holders of the Existing Public Notes (the "<b>Ad Hoc Group</b>"), namely Kirkland &amp; Ellis and PJT Partners (the "<b>Ad Hoc Group Advisors</b>"), are to be paid in accordance with the terms set out in the fee and/or engagement letters entered into with the Company.</p>
3.	<p><b>Ad Hoc Group Work Fee</b></p> <p>Work fee to be paid to the members of the Ad Hoc Group (the "<b>Ad Hoc Group Work Fee</b>") in accordance with the terms of the work fee letter <del>to be</del> entered into between the Company and the Ad Hoc Group on or around the date of the <a href="#">Original</a> RSA (the "<b>Work Fee Letter</b>").</p>
4.	<p><a href="#">CoCom Work Fee</a></p> <p><a href="#">Work fee to be paid to the members of a steering committee (the "CoCom") made up of certain lenders under the Existing Loans (the "CoCom Work Fee") in accordance with the terms of the work fee letter(s) (if any) to be entered into between the Company and the CoCom (the "CoCom Work Fee Letter").</a></p>
5. 4	<p>The Company shall raise a maximum sum of USD14,400,000 by way</p>

C. Other terms	
<p>5. <b>Rights Issue</b></p>	<p>of a rights issue (the "<b>Rights Issue</b>"). Subject to the Listing Rules, the Rights Issue shall be completed on or prior to the RED.</p> <p>The proceeds arising from the Rights Issue shall be applied towards payment of the fees in connection with the Restructuring and the <del>Group's</del><u>Group's</u> working capital needs, save that 50% of any proceeds attributable to subscriptions made by the <del>Company's</del><u>Company's</u> shareholders who are not the Sponsors shall be reserved as part of the <del>Company's</del><u>Company's</u> budget for payment of restructuring fees in accordance with the terms of the <u>Original RSA</u>.</p>
<p>6. <b>Sponsors' Contribution</b></p>	<p>The Sponsors shall undertake the following steps in support of the Restructuring:</p> <p>(a) the Sponsors shall grant a first ranking security over such number of ordinary shares representing, in aggregate, 10% of the issued ordinary shares of the Company that are directly or indirectly held by both of the Sponsors immediately after the RED in respect of the STN; and</p> <p>(b) the Sponsors shall subscribe for the Rights Issue for not less than the sum of USD8,500,000.</p>
<p>7. <b>Governance</b></p>	<p>The Company agrees that the members of the Ad Hoc Group, holding at least 25% of the principal amount of the Existing Public Notes, with the approval of the Majority Initial Consenting Creditors (as defined in the <u>Original RSA</u>) as of the date of such nomination, shall be entitled to nominate one non-executive director (who shall (a) satisfy all applicable requirements under the Listing Rules and any other legal requirements for such directorship; (b) possess Chinese language capabilities; and (c) be experienced in the PRC real estate industry) (the "<b>AHG Director</b>") to the <del>Company's</del><u>Company's</u> board of directors, <u>provided</u> that such members of the Ad Hoc Group shall inform the Company of such nomination at least 30 days prior to the RED.</p> <p>The AHG Director shall enjoy all rights and powers available to him/her as a director of the Company and be subject to the duties of the directors under common law, the Listing Rules, the <del>Company's</del><u>Company's</u> constitutional documents and the laws of the <del>Company's</del><u>Company's</u> place of incorporation.</p> <p>In addition, the indenture of the STN shall include a mechanism to provide the beneficial holders thereunder with post-RED nomination rights in respect of the AHG Director on terms to be agreed between the Company and the Ad Hoc Group.</p>
<p>8. <b>Monitoring Agent</b></p>	<p>On or prior to RED, an Approved Independent Accounting Firm shall be appointed by the Company and at the <del>Company's</del><u>Company's</u> costs as monitoring agent ("<b>Monitoring Agent</b>"). The Monitoring <del>Agent's</del><u>Agent's</u> appointment shall automatically cease once the STN</p>

C.	Other terms	
		<p>and MTN Tranche A have been fully repaid and/or redeemed.</p> <p>The role of the Monitoring Agent shall be limited to submitting quarterly reports to the relevant trustees under the New Notes, within seven days of the end of each calendar quarter, comprising the following information:</p> <p>(a) a list of assets held under the project companies listed in Schedule 1 (<i>Credit Enhancement Package</i>) hereto which form part of the Credit Enhancement Package, and if such assets are sold, the price and use of proceeds of such sale(s); and</p> <p>(b) the contract sales and cash collection data for the 16 project companies listed in Schedule 1 (<i>Credit Enhancement Package</i>), and five WFOE Project Companies listed in Schedule 3 (<i>WFOE Project Companies</i>) hereto.</p> <p>The Company shall comply with its obligations under the Listing Rules, Securities and Futures Ordinance (Cap 571 Laws of Hong Kong) and all other applicable laws and/or regulations to disclose inside information in its possession (which for the avoidance of doubt includes any information in the reports of the Monitoring Agent if and to the extent it constitutes inside information).</p> <p><b>"Approved Independent Accounting Firm"</b> means any of the following firms, including such <del>firm's</del><u>firm's</u> affiliates and successors:</p> <p>(a) KPMG;</p> <p>(b) PricewaterhouseCoopers;</p> <p>(c) Deloitte;</p> <p>(d) Kroll;</p> <p>(e) FTI Consulting;</p> <p>(f) Grant Thornton;</p> <p>(g) Teneo;</p> <p>(h) BDO; or</p> <p>(i) such other firm as may be agreed between the Company and the Majority Initial Consenting Creditors (as defined in the <u>Original</u> RSA) in writing.</p>
<p><u>9.8</u></p>	<p><b>Conditions precedent / steps to be taken on RED</b></p>	<p>Each of the following are to be steps on, or conditions precedent to, the RED:</p> <p>(a) the establishment of the Allocation Account within 120 days following the signing of the <u>Original</u> RSA by the Initial Consenting Creditors and the Company;</p> <p>(b) the satisfaction of all (or waiver, if any, of) the conditions precedent to each Restructuring Document;</p> <p>(c) the confirmation by the Company that it holds all relevant parties' signature pages to each Restructuring Document to</p>

C.	Other terms
	<p>order;</p> <p>(d) the satisfaction of all Scheme conditions and the occurrence of the Scheme effective date;</p> <p>(e) the obtaining of all relevant corporate authorisations, regulatory approvals and other applicable consents, including, without limitation:</p> <p>(i) the approval-in-principle for the listing of and permission to deal in the New Notes and New Equity;</p> <p>(ii) any requisite approvals required from the Stock Exchange and Securities and Futures Commission of Hong Kong and/or the Singapore Exchange Securities Trading Limited (as applicable); and</p> <p>(iii) all necessary consents, approvals or authorisations from any and all relevant governmental bodies for the Restructuring and the issuance of the New Notes and New Equity, including (without limitation):</p> <p>(A) in respect of the New Notes:</p> <p>(1) successful registration of the New Notes with the NDRC;</p> <p>(2) evidence of submission of application by or on behalf of the Company to the NDRC for the registration of the New Notes and the issuance by the NDRC of a written confirmation indicating that such application is unnecessary or not required under the applicable laws and/or regulations; or</p> <p>(3) such other status or arrangements as may be agreed with the Majority Initial Consenting Creditors (as defined in the <a href="#">Original</a> RSA) each acting expeditiously, reasonably and in good faith;</p> <p>(B) in respect of the New Equity, delivery of a legal memorandum by the Company Legal Adviser in the PRC on a non-reliance basis to the Ad Hoc Group and trustee of the New Notes confirming that the Company satisfies all of the conditions for the issuance of the New Equity pursuant to 境內企業境外發行證券和上市管理試行辦法 (the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies) of the China Securities Regulatory Commission;</p> <p>(f) the Ad Hoc Group Advisors to confirm on behalf of the Ad Hoc Group that the Scheme Documents and the New Notes Documents (both as defined in the <a href="#">Original</a> RSA) are in Agreed Form (as defined in the <a href="#">Original</a> RSA);</p>

C.	Other terms
	<p>(g) the appointment of the Monitoring Agent by the Company;</p> <p>(h) the appointment of the AHG Director onto the board of directors of the Company (provided that such nomination has been made by the Ad Hoc Group at least 30 days prior to the RED);</p> <p>(i) the completion of the Rights Issue;</p> <p>(j) the Sponsors shall subscribe for not less than the sum of USD8,500,000 in respect of the Rights Issue;</p> <p>(k) the Company having paid all the RSA Fees to the holders who are eligible to receive an RSA Fee (as applicable) in accordance with the terms of <del>the</del><u>each applicable</u> RSA;</p> <p>(l) the Company having paid the Ad Hoc Group Work Fee to each member of the Ad Hoc Group in accordance with the terms of the Work Fee Letter;</p> <p><u>(m)</u> <u>the Company having paid the CoCom Work Fee to each member of the CoCom in accordance with the terms of the CoCom Work Fee Letter;</u></p> <p><u>(n)</u> <del>(n)</del> the Company having published a public announcement on the website of the Stock Exchange specifying the date set for the RED; and</p> <p><u>(o)</u> <del>(n)</del> the settlement of all reasonable professional fees and expenses associated with the Restructuring (including fees of advisors with whom the Company has signed a fee letter or an engagement letter) which the Company has agreed to pay and which has been duly invoiced to the Company prior to the RED.</p> <p>For the avoidance of doubt, as part of the steps to be taken by the Company following the issuance of the New Equity on the RED, the Company shall arrange for the submission of the requisite notification by or on its behalf regarding the completion of the issuance of the New Equity with the China Securities Regulatory Commission, in each of the foregoing cases in form and substance satisfactory to the Ad Hoc Group, provided that for the avoidance of doubt, such step shall not be a condition precedent to the occurrence of RED.</p>

D.	Binding provisions
1.	<p><b>Governing Law and Jurisdiction</b></p> <p>This Term Sheet shall be governed by the laws of Hong Kong. The courts of Hong Kong are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Term Sheet.</p> <p>For the avoidance of doubt, the scheme(s) of arrangement will be governed by the laws of the Cayman Islands and/or Hong Kong respectively, and subject to the exclusive jurisdiction of the Grand Court of the Cayman Islands and/or the High Court of Hong Kong (as the case may be).</p>



## SCHEDULE 1

### Credit Enhancement Package

S/No.	Project Company	Project City	Company's Economic Interest in Project Company	Security Provider ( <i>jurisdiction of incorporation</i> ) – shareholding percentage of the Security Provider in the Project Company (which will be pledged)
1.	舟山荣都置业有限公司 / Zhoushan Rongdu Real Estate Co., Ltd.	Ningbo	44.75%	Long Gain Limited ( <i>Hong Kong</i> ) – 35%
2.	合肥禹洲房地产开发有限公司 / Hefei Yuzhou Real Estate Development Co., Ltd.	Hefei	100%	Hong Kong Fung Chow Investment Limited ( <i>Hong Kong</i> ) – 100%
3.	沿海绿色家园发展 (武汉) 有限公司 / Coastal Greenland Development (Wuhan) Co., Ltd.	Wuhan	90%	World On Development Limited ( <i>Hong Kong</i> ) – 90%
4.	青岛乾景房地产开发有限公司 / Qingdao Qianjing Real Estate Development Co., Ltd.	Qingdao	68.6%	Fuyun Investment Group Company Limited ( <i>Hong Kong</i> ) – 51% Jumbo Ocean Development Ltd ( <i>Hong Kong</i> ) – 15%
5.	合肥舜洲置业有限公司 / Hefei Shunzhou Realty Co., Ltd.	Hefei	100%	Yuzhou Cultural and Creative Development Company Limited ( <i>Hong Kong</i> ) – 39%
6.	南京博洲房地产开发有限公司 / Nanjing Bozhou Real Estate Investment Co., Ltd.	Nanjing	100%	Pacific Maple International Limited ( <i>Samoa</i> ) – 90%
7.	沿海绿色家园发展 (福建) 有限公司 / Coastal Greenland Development (Fujian) Co., Ltd.	Fuzhou	100%	Hongkong Xingzhou Investment Company Limited ( <i>Hong Kong</i> ) – 100%
8.	厦门金国际地产发展有限公司 / Xiamen Gold International	Xiamen	100%	Kim International Realty and

S/No.	Project Company	Project City	Company's Economic Interest in Project Company	Security Provider ( <i>jurisdiction of incorporation</i> ) – shareholding percentage of the Security Provider in the Project Company (which will be pledged)
	Real Estate Development Co., Ltd			Development Company Limited ( <i>Hong Kong</i> ) – 100%
9.	沈阳荣天房地产开发有限公司 / Shenyang Rongtian Real Estate Development Co., Ltd	Shenyang	100%	Multi Earning Limited ( <i>Hong Kong</i> ) – 100%
10.	厦门禹洲城有限公司 / Xiamen Yuzhou City Co., Ltd.	Xiamen	100%	Yuzhou Cultural and Creative Development Company Limited ( <i>Hong Kong</i> ) – 39.02%
11.	厦门帝元保税储运有限公司 / Xiamen Diyuan Bonded Storage and Distribution Co., Ltd.	Xiamen	100%	Dynasty International (1993) Pte Ltd. ( <i>Singapore</i> ) – 98%
12.	青岛禹鸿房地产开发有限公司 / Qingdao Yuhong Real Estate Development Co., Ltd.	Qingdao	100%	Jumbo Ocean Development Ltd ( <i>Hong Kong</i> ) – 100%
13.	青岛博洲房地产开发有限公司 / Qingdao Bozhou Real Estate Investment Co., Ltd.	Qingdao	100%	Jumbo Ocean Development Ltd ( <i>Hong Kong</i> ) – 31.75%
14.	上海灏溢房地产开发有限公司 / Shanghai Haoyi Real Estate Development Co., Ltd.	Shanghai	10%	Champion Art Limited ( <i>Hong Kong</i> ) – 10%
15.	厦门尧洲房地产开发有限公司 / Xiamen Yaozhou Real Estate Development Co., Ltd.	Xiamen	100%	Yuzhou Group (HK) Company Limited ( <i>Hong Kong</i> ) – 100%
16.	南京灏溢房地产开发有限公司 / Nanjing Haoyi Real Estate Development Co., Ltd.	Nanjing	100%	Massive Profit Company Limited ( <i>Hong Kong</i> ) – 100%

## SCHEDULE 2

### Specified Assets

S/No.	Asset Name	Asset Location	Asset Type	Company's Economic Interest in Asset
1.	沈阳禹洲广场/ Shenyang Yuzhou Plaza	Shenyang	Office Building	100%
2.	武汉禹悦汇商铺和车位/ Wuhan Yuzhou Commercial Plaza (Retail Shop and Carpark)	Wuhan	Retail Shop and Carpark	87.73%
3.	上海浦东禹悦汇/ Shanghai Yuzhou Commercial Plaza	Shanghai	Shopping Center	100%
4.	禹州·春江郦城三期/ Yuzhou Chunjiang Central Phase 3	Xiamen	Shopping Center	33.15%
5.	武汉太子湖写字楼 / Wuhan Lake Prince Office Building	Wuhan	Office Building	87.73%
6.	厦门禹洲广场/ Xiamen Yuzhou Plaza	Xiamen	Office Building	100%
7.	泉州禹悦汇/ Quanzhou Yuzhou Commercial Plaza	Quanzhou	Shopping Center	65%
8.	禹洲·天境（华侨城）商铺和车位/ Hefei Yuzhou Skyline (Retail Shop and Carpark)	Hefei	Retail Shop and Carpark	100%
9.	上海禹悦天地/ Shanghai Yuyue Commercial Villas	Shanghai	Shopping Center	100%
10.	合肥禹洲广场/ Hefei Yuzhou Plaza	Hefei	Office Building	82.15%
11.	合肥禹悦里/ Hefei Yuzhou Yuyueli	Hefei	Shopping Center	82.15%
12.	厦门杏林金街（中央海岸A1, A2 及A3地块/ Yuzhou Central Coast Xinglin Golden Street (Central Coast A1,	Xiamen	Commercial Street	84%

S/No.	Asset Name	Asset Location	Asset Type	Company's Economic Interest in Asset
	A2 and A3 Plot)			
13.	上海禹洲广场/ Shanghai Yuzhou Plaza	Shanghai	Office Building	90%
14.	厦门禹悦汇/ Xiamen Yuzhou Commercial Plaza	Xiamen	Shopping Center	100%
15.	厦门禹洲嘉美伦酒店公寓/ Xiamen Yuzhou Camelon Hotel Apartment	Xiamen	Hotel Apartment	100%
16.	厦门尧洲 (世界贸易中心二期商铺、车位) / Xiamen Yaozhou (World Trade Center Phase 2 Retail Shop and Carpark)	Xiamen	Retail Shop and Carpark	100%
17.	南京禹悦里/ Nanjing Yuzhou Yuyueli	Nanjing	Shopping Center	100%
18.	泉州禹洲广场/ Quanzhou Yuzhou Plaza	Quanzhou	Office Building	65%
19.	上海科研楼 (商铺) / Shanghai Scientific Research Building (Retail Shop)	Shanghai	Retail Shop	90%
20.	厦门香溪里 (溪堤尚城7#地块二期、溪堤尚城2号地块) / Xiamen Yuzhou Xiangxili (Riverside City Town 7#Plot Phase 2, Riverside City Town 2# Plot)	Xiamen	Shopping Center	100%
21.	苏州禹悦里/ Suzhou Yuzhou Yuyueli	Suzhou	Shopping Center	51%
22.	合肥禹悦汇/ Hefei Yuzhou Commercial Plaza	Hefei	Shopping Center	82.15%
23.	武汉禹悦天地/ Wuhan Yuyue Comercial Villas	Wuhan	Shopping Center	90%
24.	深圳禹洲广场/ Shenzhen Yuzhou Plaza	Shenzhen	Office Building	90%
25.	武汉禹悦里商铺/ Wuhan Yuzhou Yuyueli Retail Shop	Wuhan	Retail Shop	100%

S/No.	Asset Name	Asset Location	Asset Type	Company's Economic Interest in Asset
26.	禹洲·中央城 (商铺和车位)/ Hefei Yuzhou Central Town (Retail Shop and Carpark)	Hefei	Retail Shop and Carpark	61.6%
27.	厦门云顶金街/ Xiamen Yuzhou Yunding Golden Street	Xiamen	Office Building	100%
28.	合肥风情街 (中央广场二期购物中心) / Hefei Yuzhou Commercial Street (Central Plaza Phase 2 Shopping Mall)	Hefei	Shopping Center	65%
29.	泉州惠安金街 (商铺和车位)/ Xiamen Yuzhou Hui'an Golden Street (Retail Shop and Carpark)	Quanzhou	Retail Shop and Carpark	65%
30.	合肥一期中央大街 (商铺和车位)/ Hefei Yuzhou Central City Phase I Street (Retail Shop and Carpark)	Hefei	Retail Shop and Carpark	65%
31.	禹洲·城上城 (龙岩) (二期车位) / Longyan Yuzhou Castle above City (Phase 2 Carpark)	Longyan	Carpark	100%
32.	禹洲·龙子湖郡 (59#C车位) / Yuzhou Longzihu County (59#C Carpark)	Bengbu	Carpark	100%
33.	游艇/ Yacht	Hong Kong	Yacht	100%

### SCHEDULE 3

#### WFOE Project Companies

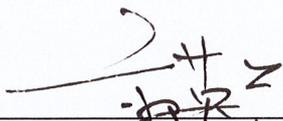
S/No.	Project Name	Project Company	Project City	Company's Economic Interest in Project Company
1.	肥东1311 中央广场/Yuzhou Central Plaza	禹洲置业（合肥）东城有限公司	Hefei	65%
2.	沈阳浑南D44 禹洲广场/Shenyang Yuzhou Plaza	沈阳沿海荣天置业有限公司	Shenyang	100%
3.	同安0P04香溪里/Yuzhou Wetlands City	厦门舜洲房地产开发有限公司	Xiamen	100%
4.	雨花台G71 嘉荟星岛/Yuzhou Honor Galaxy	南京灏溢房地产开发有限公司	Nanjing	100%
5.	奉贤A02A 雍贤府/Yuzhou Noble Mansion	上海泽翔房地产开发有限公司	Shanghai	100%

Signature Pages

THE COMPANY

Signed for and on behalf of:

YUZHOU GROUP HOLDINGS COMPANY LIMITED (禹洲集團控股有限公司)

A handwritten signature in black ink, appearing to be 'Kwok Ying Lan', written over a horizontal line.

Name: Ms Kwok Ying Lan

Title: Executive Director

*[Signature pages of Relevant Consenting Creditors removed]*