THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in E-House (China) Enterprise Holdings Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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E-HOUSE (CHINA) ENTERPRISE HOLDINGS LIMITED

易居(中國)企業控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2048)

(1) PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL; (2) PROPOSED ISSUE OF SCHEME SHARES UNDER SPECIFIC MANDATE; AND (3) NOTICE OF EGM

A notice convening the EGM of E-House (China) Enterprise Holdings Limited to be held physically at Conference Room, 1/F, Yinli Building, 788 Guangzhong Road, Jing'an District, Shanghai, China on Tuesday, 16 June 2026 at 4:00 p.m. is set out on pages 28 to 29 of this circular. A form of proxy for use at the EGM is also enclosed. Such form of proxy is also published on the websites of the Stock Exchange (*www.hkexnews.hk*) and the Company (*www.ehousechina.com*).

Whether or not you are able to attend the EGM, please complete and sign the enclosed form of proxy in accordance with the instructions printed thereon and return it to the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the EGM (i.e. before 4:00 p.m. on Sunday, 14 June 2026) or any adjournment thereof. Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the EGM if they so wish and in such event, the proxy form shall be deemed to be revoked. For the avoidance of doubt and for the purpose of the Listing Rules, holders of treasury shares of the Company (if any) are not entitled to vote at this meeting.

29 May 2026

CONTENTS

Pages

DEFINITIONS 1

LETTER FROM THE BOARD 8

NOTICE OF EXTRAORDINARY GENERAL MEETING 28

In this circular, unless the context otherwise requires, the following expressions shall have the following meanings:

"2022 Notes"	means the US$200,000,000 7.625% senior unsecured notes due 2022 issued by the Company (ISIN: XS2066636429, Common Code: 206663642) on 18 October 2019, and the additional US$100,000,000 7.625% senior unsecured notes due 2022 issued by the Company on 14 August 2020, which have been consolidated with the US$200,000,000 7.625% senior unsecured notes due 2022 issued on 18 October 2019
"2023 Notes"	means the US$200,000,000 7.60% senior unsecured notes due 2023 issued by the Company (ISIN: XS2260179762, Common Code: 226017976) on 10 December 2020, and the additional US$100,000,000 7.60% senior unsecured notes due 2023 issued by the Company on 11 June 2021, which have been consolidated with the US$200,000,000 7.60% senior unsecured notes due 2023 issued on 10 December 2020
"Ad Hoc Group"	those Initial Consenting Creditors which are expressly specified as an "Ad Hoc Group member" in Schedule 9 to the Restructuring Support Agreement
"Alibaba Holding"	Alibaba Group Holding Limited, a company incorporated in the Cayman Islands, with its American Depositary shares, each representing eight ordinary shares, listed on the New York Stock Exchange (Stock symbol: BABA) and its ordinary shares listed on the Main Board of the Stock Exchange (Stock code: 9988 (HKD Counter) and 89988 (RMB Counter))
"Board"	the board of Directors
"Cayman Companies Law"	the Cayman Islands Companies Act (As Revised) as amended, modified or re-enacted from time to time
"Cayman Court"	the Grand Court of the Cayman Islands and any court capable of hearing appeals therefrom
"Cayman Sanction Order"	the sealed copy of the order of the Cayman Court sanctioning the Cayman Scheme under section 86 of the Cayman Companies Law

"Cayman Scheme"	the scheme of arrangement proposed to be effected pursuant to Section 86 of the Cayman Companies Law between the Company and the Scheme Creditors for the purpose of implementing the Restructuring, as contemplated under the Term Sheet and the Restructuring Support Agreement
"Cayman Scheme Meeting"	a meeting of the Scheme Creditors in relation to the Cayman Scheme as convened by order of the Cayman Court for the purpose of considering and, if thought fit, approving the Cayman Scheme, and any adjournment thereof
"CB Holder"	a person holding a direct or beneficial interest as principal in the Convertible Note, which, since 22 October 2025, has been Pinda Asset Management PTE. LTD
"Clearing System"	any one of: (a) Clearstream Banking S.A.; or (b) Euroclear Bank SA/NV
"Companies Ordinance"	the Companies Ordinance (Cap 622 of the laws of Hong Kong) as applicable in Hong Kong
"Company"	E-House (China) Enterprise Holdings Limited (易居(中國)企業控股有限公司), a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Main Board of the Stock Exchange, with stock code 2048
"Consenting Creditor"	a person holding a direct or beneficial interest as principal in the Notes or the Convertible Note who has agreed to be bound by the terms of the Restructuring Support Agreement
"Convertible Note"	the HK$1,031,900,000 2.0% convertible note due 4 November 2023 issued by the Company on 4 November 2020 to Alibaba.com Hong Kong Limited and guaranteed by the Subsidiary Guarantors, as amended and supplemented from time to time

"CRE Corp"	China Real Estate Information Corporation (中國房產信息集團) (formerly known as CRIC Holdings Limited (CRIC 控股有限公司)), a company incorporated in the Cayman Islands with limited liability on 21 August 2008 and one of our substantial Shareholders
"Director(s)"	the director(s) of our Company
"E-House (China) Holdings"	E-House (China) Holdings Limited (易居(中國)控股有限公司), a company incorporated in the Cayman Islands with limited liability on 27 August 2004 and one of our substantial Shareholders
"E-House Holdings"	E-House Holdings Limited, a company incorporated in the Cayman Islands with limited liability on 31 July 2015 and one of our substantial Shareholders
"EGM" or "Extraordinary General Meeting"	an extraordinary general meeting of the Company to be held physically at Conference Room, 1/F, Yinli Building, 788 Guangzhong Road, Jing'an District, Shanghai, China on Tuesday, 16 June 2026, at 4:00 p.m., to consider and, if appropriate, to approve the resolutions contained in the notice of the meeting which is set out on pages 28 to 29 of this circular, or any adjournment thereof
"Electronic Consent Instruction"	an authenticated SWIFT message or instructions delivered in accordance with the processes in place at the relevant clearing system, in each case, to authorize the delivery of a consent to accede to the Restructuring Support Agreement
"Evergrande"	China Evergrande Group (中國恒大集團), (formerly known as Evergrande Real Estate Group Limited (恒大地產集團有限公司)), a company incorporated in the Cayman Islands with limited liability
"Group"	the Company and its subsidiaries from time to time
"HK Scheme"	the scheme of arrangement proposed to be effected pursuant to sections 673 and 674 of the Companies Ordinance between the Company and the Scheme Creditors for the purpose of implementing the Restructuring, as contemplated under the Restructuring Support Agreement and the Term Sheet

"HK Scheme Meeting"	a meeting of the Scheme Creditors in relation to the HK Scheme as convened by order of the High Court of Hong Kong for the purpose of considering and, if thought fit, approving the HK Scheme, and any adjournment thereof
"High Court"	the High Court of Hong Kong and any court capable of hearing appeals therefrom
"High Court Order"	an office copy of the order of the High Court sanctioning the HK Scheme
"Increase in Authorised Share Capital"	the proposed increase in authorised share capital of the Company from US$50,000 divided into 5,000,000,000 Shares of a nominal or par value of US$0.00001 each to US$100,000 divided into 10,000,000,000 Shares
"Initial Consenting Creditors"	members of the Ad Hoc Group and the CB Holder listed in Schedule 8 to the Restructuring Support Agreement
"Insolvency Event"	a court of competent jurisdiction granting an order to commence any insolvency proceedings as defined in the Restructuring Support Agreement
"Jun Heng"	Jun Heng Investment Limited, a company incorporated in the British Virgin Islands on 13 June 2002 and wholly owned by On Chance
"Latest Practicable Date"	22 May 2026, being the latest practicable date for the determination of certain information prior to the publication of this circular
"Longstop Date"	the date falling twelve months after (and excluding) the RSA Expiration Deadline, or such later date and time as the Company may elect to extend to, provided that such date shall not be later than 31 December 2026
"Mr. Zhou"	Mr. Zhou Xin (周忻), an executive Director, chief executive officer of the Company and a substantial Shareholder
"New Schemes"	the Cayman Scheme and the HK Scheme

"Note Accession Letter"	a letter pursuant to which a person who is a holder of the Notes becomes a party as a Consenting Creditor, in the form set out in the Restructuring Support Agreement and which will be accessed and submitted electronically via the Transaction Website
"Notes"	the 2022 Notes and the 2023 Notes
"Obligor"	collectively, the Company and the Subsidiary Guarantors; and "Obligor" means any one of them
"Offshore Debt"	the Notes and the Convertible Note
"On Chance"	On Chance, Inc., a company incorporated in the British Virgin Islands on 21 January 2002 and wholly owned by Mr. Zhou
"Record Time"	the time designated by the Company for the determination of the Scheme Creditor's claim for the purposes of voting at the Cayman Scheme Meeting or the HK Scheme Meeting
"Restricted Notes"	Notes held by a Consenting Creditor and as set out in its most recently delivered Restricted Notes Notice in accordance with the Restructuring Support Agreement
"Restricted Notes Notice"	a notice substantially in the form set out in Schedule 3 to the Restructuring Support Agreement, which will in practice be accessed and submitted electronically via the Transaction Website
"Restructuring"	the proposed restructuring of the Offshore Debt
"Restructuring Consideration" or "Restructuring Consideration Shares"	a number of Shares (per US$1,000 (or the HK$ equivalent) of the Scheme Creditor claim at the Record Time) (with the aggregate number of Shares to be issued to each Scheme Creditor, to be rounded down to the nearest whole number of Shares) to be issued on the Restructuring Effective Date

"Restructuring Effective Date"	the day on which all conditions precedent to the Restructuring have been satisfied or waived (as the case may be), including the obtaining of all relevant approvals or consents (including the delivery of the respective court orders in respect of the Cayman Scheme and the HK Scheme), and the settlement of all professional fees associated with the Restructuring
"Restructuring Support Agreement"	the restructuring support agreement, dated 10 November 2025, entered into by the Company, the Subsidiary Guarantors and the Consenting Creditors in relation to the New Schemes
"RSA Expiration Deadline"	2 April 2026
"Scheme Creditors"	the creditors of the Company whose claims against the Obligors are (or will be) the subject of the Cayman Scheme and the HK Scheme
"Scheme Document"	the composite scheme documents to be circulated by the Company to the holders of the Convertible Note and the Notes in relation to the Cayman Scheme and the HK Scheme, which will include (among other things) an explanatory statement together with the appendices, proxy form, claim form, notice of scheme meeting, and letter from the board
"Scheme Effective Date"	later of (i) the date on which the Cayman Sanction Order is delivered to the Cayman Registrar of Companies for registration and (ii) the date the High Court Order is registered by the Hong Kong Companies Registrar
"Scheme Shares"	the Shares to be issued and allotted as part of the Restructuring, comprising the Restructuring Consideration Shares and Shares to be issued pursuant to the Instruction Fee
"Shareholder(s)"	holder(s) of the Share(s)
"Shares"	the fully paid ordinary shares of the Company which are listed on the Stock Exchange (with stock code 2048.HK)

"Specific Mandate"	the specific mandate proposed to be granted by the Shareholders at the EGM to allot and issue the Scheme Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subsidiary Guarantors"	(i) Fangyou Information Technology Holdings Ltd (a company incorporated in the British Virgin Islands), (ii) Hong Kong Fangyou Software Technology Company Limited (a company incorporated in Hong Kong), (iii) CRIC Holdings Limited (a company incorporated in the British Virgin Islands) and (iv) CRIC Holdings (HK) Limited (a company incorporated in Hong Kong), all of which are subsidiaries of the Company. Fangyou Information Technology Holdings Ltd and Hong Kong Fangyou Software Technology Company Limited are principally engaged in operating the Company's new home agency business and brokerage network business. CRIC Holdings Limited and CRIC Holdings (HK) Limited are part of the CRIC group that primarily operates the Company's real estate data and consulting business.
"Term Sheet"	the term sheet attached to the Restructuring Support Agreement (as may be amended from time to time)
"Transaction Website"	https://clients.dfkingltd.com/E-house managed by D.F. King for documents posting and submission of the Accession Letters and Restricted Notes Notices
"Vanke"	China Vanke Co., Ltd. (萬科企業股份有限公司), a limited liability company established in the PRC and listed on the Stock Exchange and the Shenzhen Stock Exchange with stock codes 2202 and 000002, respectively



E-HOUSE (CHINA) ENTERPRISE HOLDINGS LIMITED
易居(中國)企業控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2048)

Board of Directors:
Executive Directors:
Mr. Zhou Xin *(Chairman and Chief Executive Officer)*
Mr. Huang Canhao *(Vice Chairman)*
Dr. Cheng Li-Lan *(Chief Financial Officer)*
Dr. Ding Zuyu

Non-executive Directors:
Mr. Chen Daiping
Ms. Zhou Tianfeng
Ms. Xu Wenya

Independent Non-executive Directors:
Mr. Zhang Bang
Mr. Zhu Hongchao
Mr. Wang Liqun
Mr. Li Jin

Registered Office:
Maples Corporate Services Limited
PO Box 309
Ugland House
Grand Cayman, KY1-1104
Cayman Islands

Headquarters:
11/F, Yinli Building
788 Guangzhong Road, Jing'an District
Shanghai 200072, China

Principal Place of Business in Hong Kong:
40th Floor, Dah Sing Financial Centre
No. 248 Queen's Road East
Wanchai, Hong Kong

29 May 2026

To the Shareholders

Dear Sir or Madam,

(1) PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL;
(2) PROPOSED ISSUE OF SCHEME SHARES UNDER SPECIFIC MANDATE;
AND
(3) NOTICE OF EGM

1. INTRODUCTION

Reference is made to the announcements of the Company dated 31 October 2025, 10 November 2025, 5 December 2025, 31 December 2025, 9 January 2026, 30 January 2026, 27 February 2026 and 8 April 2026 in relation to the Restructuring (the "**Announcements**").

The purpose of this circular is to provide Shareholders with information reasonably necessary to enable Shareholders to make an informed decision on whether to vote for or against the ordinary resolutions to be proposed at the EGM, including (i) details of the Increase in Authorised Share Capital; (ii) details of the issue of Scheme Shares under Specific Mandate; and (iii) notice of EGM.

2. PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL AND PROPOSED ISSUE OF SCHEME SHARES UNDER SPECIFIC MANDATE

Background

As disclosed in the Announcements, on 10 November 2025, the Company, the Initial Consenting Creditors and the Subsidiary Guarantors entered into the Restructuring Support Agreement in relation to the Restructuring, pursuant to which the Initial Consenting Creditors undertook to support the Restructuring which is proposed to be implemented via the New Schemes subject to the terms and conditions therein. The closing price of the Shares on 10 November 2025 was HK$0.080.

The New Schemes comprise (i) the Cayman Scheme, being a scheme of arrangement proposed to be effected pursuant to Section 86 of the Cayman Companies Law between the Company and the Scheme Creditors; and (ii) the HK Scheme, being a scheme of arrangement proposed to be effected pursuant to sections 673 and 674 of the Companies Ordinance between the Company and the Scheme Creditors.

If each of the New Schemes is sanctioned by the relevant court and becomes effective, on the Restructuring Effective Date, the Company will issue the Restructuring Consideration Shares to the participating Scheme Creditors, consisting of a number of Shares (per US$1,000 (or the HK$ equivalent) of the Scheme Creditor claim at the Record Time) (with the aggregate number of Shares to be issued to each Scheme Creditor, to be rounded down to the nearest whole number of Shares) to be issued on the Restructuring Effective Date in exchange for release of all Scheme Creditor Claims of approximately US$904 million (equivalent to HK$7.05 billion) as of 30 June 2025 (being the reference date for the Scheme Creditor Claim as determined under the Restructuring Support Agreement) against the Company.

The aggregate consideration for the New Schemes comprises an aggregate of 4,081,138,902 Scheme Shares (which is a fixed number) with a nominal value of approximately US$40,811, being 3,789,628,981 Restructuring Consideration Shares and 291,509,921 Shares to be issued pursuant to the Instruction Fee. The Scheme Shares have a market value of approximately US$27 million calculated based on the closing price of HK$0.052 per Share as quoted on the Stock Exchange on the Latest Practicable Date, representing approximately 3% to the Scheme Creditor Claim. The Restructuring primarily entails a debt-to-equity swap for the Restructuring Consideration Shares at a conversion price of HK$1.852 per Share, which represents:

(1) approximately 3,462% premium to the closing price of HK$0.052 per Share as quoted on the Stock Exchange on the Latest Practicable Date;

(2) approximately 3,531% premium to the closing price of HK$0.051 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the Latest Practicable Date; and

(3) approximately 3,414% premium to the closing price of HK$0.053 per Share as quoted on the Stock Exchange for the last ten consecutive trading days immediately prior to the Latest Practicable Date.

The number of Restructuring Consideration Shares was determined by the parties after arm's length negotiation between the Company and the Ad Hoc Group and CB Holder with reference to (i) the Scheme Creditor Claims; (ii) the issuance of Restructuring Consideration Shares being accepted as the only feasible way of implementing the Restructuring; (iii) the financial position of the Company, having recorded losses for five consecutive financial years ended 31 December 2025 and net liabilities of approximately RMB8.6 billion as of 31 December 2025; (iv) the capital market conditions and difficulties faced by the Group in accessing other external fundraising channels for repayment of the Notes and Convertible Note; and (v) the financial conditions of the Company and the negotiations between the Company and Scheme Creditors in the specific circumstances, taking into account that the conversion multiple of 35.6 is on the higher end compared to an exhaustive list of Chinese real estate restructuring cases in the past 1.5 years which involved non-cash consent fees (the "**Reference Cases**") as set out in this section, which will result in less dilution to existing Shareholders.

As for the Instruction Fee, which will be paid in the form of new Shares to the creditors who validly acceded to the Restructuring Support Agreement on the Restructuring Effective Date, it represents approximately 0.267% of the total principal amount of the debts being restructured (using the closing price of HK$0.052 per Share as quoted on the Stock Exchange on the Latest Practicable Date). The number of Shares subject to the Instruction Fee was determined by the parties after arm's length negotiation between the Company and the Ad Hoc Group and CB Holder with reference to the Reference Cases which are generally within the range from 0.1% to 1% of the principal amount of the claims subject to restructuring.

The Reference Cases are set out in the table below:

Company name	Stock code	Conversion multiple compared to announcement date closing price*	Form of equity component of restructuring consideration	Consent fee (as % to the principal amount of debts subject to restructuring)	Form of payment of instruction fee	Restructuring effective date
Sunac China Holdings Limited	1918	2.4-4.3	Mandatory Convertible Bonds	Early bird consent fee: 1.0% General consent fee: 0.5%	Mandatory Convertible Notes	23 December 2025

Company name	Stock code	Conversion multiple compared to announcement date closing price*	Form of equity component of restructuring consideration	Consent fee (as % to the principal amount of debts subject to restructuring)	Form of payment of instruction fee	Restructuring effective date
Kaisa Group Holdings Ltd.	1638	33.8-39.6	Mandatory Convertible Bonds	Early bird consent fee: 0.1% General consent fee: 0.1%	New Notes	15 September 2025
Shimao Group Holdings Limited	0813	8	Mandatory Convertible Bonds	Early bird consent fee: 1.0% General consent fee: 0.5%	New Notes	21 July 2025

* The conversion multiple is calculated based on the following formula: conversion multiple = scheme claim / total number of shares issued as restructuring consideration / referenced trading price of shares

The Group is in financial distress and has a net liability position, meaning the implied value of its existing equity is zero. Under the Restructuring, the Scheme Creditors, who rank ahead of Shareholders in terms of repayment priority, are making a significant concession by accepting a debt-to-equity swap which would involve them: (1) giving up their status as creditors and becoming Shareholders; and (2) accepting a conversion price that represents a significant premium of approximately 35.6 times the closing price of HK$0.052 per Share as quoted on the Stock Exchange on the Latest Practicable Date. The conversion multiple of 35.6 represents a 97.2% haircut after taking into account the Restructuring Consideration. The Company has obtained positive support for the Restructuring under the Cayman Scheme and the HK Scheme. As of 2 April 2026, holders of the Offshore Debt representing approximately 66.91% of the aggregate outstanding principal amount of the Offshore Debt had entered into, or acceded to the Restructuring Support Agreement, which indicates that a significant portion of the Scheme Creditors consider the proposed terms of the Restructuring to be acceptable. The Company considers the number of Restructuring Consideration Shares and the Instruction Fee, which is in line with the Reference Cases, to be fair and reasonable because (1) the conversion price represents a significant premium so that the Scheme Creditors are accepting fewer Shares than they would receive at market price; (2) the number of Restructuring Consideration Shares was determined after arm's length negotiation with reference to the Scheme Creditor Claims, the financial position of the Company and the capital market conditions; and (3) while dilutive, without the Restructuring on terms that are acceptable to the Scheme Creditors, the Group would likely end up in liquidation where recovery to the Scheme Creditors would be very little while recovery to the Shareholders would be zero. For further details, please refer to the section headed "REASONS FOR THE INCREASE IN AUTHORISED SHARE CAPITAL AND THE ISSUE OF SCHEME SHARES UNDER SPECIFIC MANDATE".

Upon completion of the Restructuring, the Group's debts will be significantly reduced, and the significant gain from a high-premium debt-to-equity swap will increase the theoretical equity value per Share. Therefore, the Company considers the Restructuring and its terms (including the number of Restructuring Consideration Shares and the Instruction Fee) to be beneficial to the existing Shareholders.

The Company filed (i) an originating summons in relation to commencing the HK Scheme with the High Court of Hong Kong on 2 April 2026 and (ii) a summons for directions and petition in relation to commencing the Cayman Scheme with the Cayman Court on 3 April 2026 (2 April 2026 Cayman Islands time).

Material terms of the Restructuring Support Agreement

A copy of the Restructuring Support Agreement and a copy of the Term Sheet, as set out in Schedule 7 to the Restructuring Support Agreement, is available for download at https://clients.dfkingltd.com/E-house. There are no conditions precedents to the Restructuring Support Agreement.

Scheme Creditor Claim

The sum of:

(1) the outstanding principal amount of the Notes held by the Scheme Creditors at the Record Time;

(2) all accrued and unpaid interest on the Notes up to (but excluding) 30 June 2025;

(3) the outstanding principal amount of the Convertible Note held by the Scheme Creditors at the Record Time; and

(4) all accrued and unpaid interest on the Convertible Note up to (but excluding) 30 June 2025,

(together in aggregate, the "**Scheme Creditors' Claims**", and with respect to each Scheme Creditor, the "**Scheme Creditor Claim**").

As of the Latest Practicable Date, the Scheme Creditors' Claims amounted to approximately US$904 million (equivalent to approximately HK$7.05 billion). The Company estimates that such amount will not substantially change at the Record Time, which is currently expected to be on or around August 2026.

The Scheme Creditors agree to a full release of all claims against (among others) the Company, any of the subsidiaries of the Company, and the officers, directors, advisors and representatives of each of the foregoing under the Notes and the Convertible Note (as the case may be) in exchange for the Restructuring Consideration (subject to carve outs for fraud, dishonesty, willful default and willful misconduct).

To the Company's best knowledge, each of the Scheme Creditors is an independent third party.

The Restructuring Consideration Shares

If the New Schemes are sanctioned by the relevant courts and become effective, the Company will issue to the participating Scheme Creditors a number of Restructuring Consideration Shares on the Restructuring Effective Date, which, as of the Latest Practicable Date was 4,191 Shares for US$1,000 of the Scheme Creditor Claim (with the aggregate number of Shares to be issued to each Scheme Creditor, to be rounded down to the nearest whole number of Shares). The aggregate Restructuring Consideration Shares for all Scheme Creditor Claims represents approximately 216.666% of the total issued and outstanding Shares as of the Latest Practicable Date and is expected to represent approximately 65% of the enlarged issued share capital of the Company following the relevant issuances on the Restructuring Effective Date, assuming there is no further issuance of Shares.

The number of Restructuring Consideration Shares was determined by the parties after arm's length negotiation between the Company and the Ad Hoc Group and CB Holder with reference to (i) the Scheme Creditor Claims; (ii) the issuance of Restructuring Consideration Shares being accepted as the only feasible way of implementing the Restructuring; (iii) the financial position of the Company, having recorded losses for five consecutive financial years ended 31 December 2025 and net liabilities of approximately RMB8.6 billion as of 31 December 2025; (iv) the capital market conditions and difficulties faced by the Group in accessing other external fundraising channels for repayment of the Notes and Convertible Note; and (v) the financial conditions of the Company and the negotiations between the Company and Scheme Creditors in the specific circumstances, taking into account that the conversion multiple of 35.6 is on the higher end compared to the Reference Cases, which will result in less dilution to existing Shareholders.

Undertakings of each Consenting Creditor

Any Consenting Creditors must perform its obligations under the Restructuring Support Agreement, including but not limited to, the following:

(1) Each Consenting Creditor irrevocably undertakes in favour of the Company and the Subsidiary Guarantors that it shall (or, as applicable, will procure that a duly authorised representative, proxy or nominee will) perform all actions requested by the Company and/or the Subsidiary Guarantors in order to support, facilitate, implement or otherwise give effect to the Restructuring (provided that such action is consistent in all material respects with the Term Sheet) as soon as reasonably practicable, including to:

(a) agree, in good faith, the Scheme Document and any and all other documents required to implement the Restructuring, such that they are consistent in all material respects with the terms set out in the Term Sheet;

(b) facilitate that the Scheme Effective Date occurs and the Restructuring is fully implemented on or before the Longstop Date;

(c) take all such actions as are necessary to:

(i) cause its account holder to submit to the information agent a duly completed account holder letter in respect of the outstanding principal amount of the Notes in which it holds a direct or beneficial interest as principal by no later than the Record Time;

(ii) attend the Cayman Scheme Meeting and the HK Scheme Meeting either in person or by proxy; and

(iii) vote, execute and/or deliver within any applicable time periods any proxies, instructions, directions or consents in respect of all Notes and Convertible Note in which it holds a direct or beneficial interest as principal, including to vote in favour of the Cayman Scheme and the HK Scheme in respect of the aggregate outstanding principal amount of all Notes and Convertible Note in which it holds a direct or beneficial interest as principal at the Record Time (as set out in its account holder letter) at the Cayman Scheme Meeting and the HK Scheme Meeting, respectively;

(d) support and assist (at the Company's cost) with any recognition filing as requested by the Company;

(e) provide support and assistance to the Company and the Subsidiary Guarantors (at the Company's cost) to prevent the occurrence of an insolvency proceeding in respect of the Company, the Subsidiary Guarantors or any of the Company's subsidiaries, including, supporting any application, filing and/or petition to the courts of any jurisdiction in connection with the same, including filing any evidence in support of the Company's opposition to a creditor seeking to commence any adverse action;

(f) to the extent any Insolvency Event occurs in respect of any member of the Group, to use reasonable endeavours to implement the Restructuring through the relevant insolvency proceedings and ensure that the Restructuring is recognized in all relevant jurisdictions;

(g) provide confirmation to any other party that it supports the Restructuring; and

(h) vote, execute and/or deliver within any applicable time periods all proxies, instructions, directions and consents in respect of all Shares in which it holds a direct or beneficial interest (if any) in favour of the Restructuring (including any increase, and/or the issuance of additional shares, in the share capital of the Company) at any extraordinary general meeting or other shareholder meeting in connection with the Cayman Scheme, HK Scheme or the Restructuring.

(2) Each Consenting Creditor irrevocably undertakes in favour of the Company and the Subsidiary Guarantors that it shall NOT:

(a) take, commence or continue any enforcement action, whether directly or indirectly, to delay the Scheme Effective Date, interfere with the implementation of the Restructuring, the Cayman Scheme or the HK Scheme or the consummation of the transactions contemplated thereby;

(b) object to or challenge the Cayman Scheme, the HK Scheme or any application to the Cayman Court or the High Court in respect thereof or otherwise commence any proceeding(s) to oppose or alter any Scheme Document filed by the Company and/or the Subsidiary Guarantors in connection with the confirmation of the Restructuring, except to the extent that such Scheme Document is materially inconsistent with the terms as set out in the Term Sheet;

(c) take, encourage, assist or support (or procure that any other person takes, encourages, assists or supports) any action which would, or would reasonably be expected to, frustrate, delay, impede or prevent the Cayman Scheme, the HK Scheme or the Restructuring or which is inconsistent with the Restructuring Support Agreement or the Term Sheet, including:

(i) proposing or supporting any alternative proposal or offer from any person or entity in respect of the Restructuring other than those contemplated by the Term Sheet or to otherwise engage in any such discussions or take any action which would delay or impede any approvals for the Restructuring; or

(ii) voting (or directing any proxy appointed by it to vote) any of the Notes and/or the Convertible Note in which it holds a direct or beneficial interest as principal against the Cayman Scheme or the HK Scheme or in favour of any amendment, waiver, consent or proposal that would breach or be inconsistent with the Restructuring Support Agreement, the Cayman Scheme, the HK Scheme or the Restructuring; or

(d) Transfer (as defined below) or agree to Transfer any Restricted Notes, the Convertible Note or any other Notes in which a Consenting Creditor has a direct or beneficial interest as principal (including, any Notes or Convertible

Note purchased or otherwise acquired by a Consenting Creditor after the date of the Restructuring Support Agreement or any Accession Letter in relation to it) unless in accordance with the terms of the Restructuring Support Agreement.

Undertakings of the Company and Subsidiary Guarantors

Each of the Company and the Subsidiary Guarantors undertakes in favour of the Consenting Creditors that it shall (or, as applicable, will procure that a duly authorised representative, proxy or nominee will):

(1) perform all actions as are reasonably necessary in order to support, facilitate, implement or otherwise give effect to the Restructuring (provided that such action is consistent in all material respects with the Term Sheet);

(2) issue, or procure the issuance of Shares in payment of the Restructuring Consideration and the Instruction Fee in accordance with Clause 4 (Instruction Fee) of the Restructuring Support Agreement and/or the Term Sheet;

(3) implement the Restructuring, the Cayman Scheme and the HK Scheme in the manner envisaged by, and on the terms and conditions set out in, the Restructuring Support Agreement and the Term Sheet;

(4) provide the Scheme Document and any and all other documents required to implement the Restructuring such that they are consistent in all material respects with the terms as set out in the Term Sheet;

(5) upon the Scheme Documents being agreed, promptly propose, file and pursue any legal process or proceedings contemplated by or required to implement the Restructuring, including (without limitation) the Cayman Scheme and the HK Scheme;

(6) take any actions pursuant to any order of, or sanction by, any relevant courts (including, without limitation, the Cayman Court and the High Court) as may be required or necessary to implement or give effect to the Restructuring;

(7) perform all actions as are reasonably necessary to procure that the Scheme Effective Date occurs and the Restructuring is fully implemented on or before the Longstop Date;

(8) obtain any necessary regulatory or statutory approvals required to permit or facilitate the Restructuring in the manner envisaged by, and on the terms and conditions set out in, the Restructuring Support Agreement and the Term Sheet;

(9) prior to the Record Time, cancel or procure the cancellation of any Notes that it or any other member of the Group has a direct or beneficial interest in or which it or any other member of the Group has redeemed, converted, acquired or purchased, and for the avoidance of doubt, any such Notes owned by the Group shall not be voted at the Scheme Meeting;

(10) obtain all corporate approvals and authorisations necessary to implement the Restructuring in the manner envisaged by, and on the terms and conditions set out in, the Restructuring Support Agreement and the Term Sheet;

(11) make all securities and other filings and announcements required in connection with the matters contemplated by the Restructuring Support Agreement and the Term Sheet as and when necessary to comply with all applicable laws;

(12) keep the Consenting Creditors reasonably informed in relation to the status and progress of the Restructuring;

(13) notify the Consenting Creditors: (i) of any matter or thing which it knows or suspects would be reasonably likely to be a material impediment to the implementation of the Restructuring; (ii) if any representation or statement made by it under the Restructuring Support Agreement proves to have been or to have become, incorrect or misleading in any material respect; or (iii) if it breaches any undertaking given by it under the Restructuring Support Agreement; in each case promptly upon becoming aware of the same;

(14) not voluntarily delist the Company from the Stock Exchange; and

(15) not declare or pay any dividends by the Company to its shareholder(s) in connection with any Share.

Instruction Fee

(1) In accordance with the terms and conditions of the Restructuring Support Agreement, if the Restructuring is completed under a Cayman Scheme and a HK Scheme pursuant to the Restructuring Support Agreement, each Eligible Note Creditor and Eligible CB Holder will be entitled to an instruction fee payable solely by the issuance of Shares, and shall be, a number of new Shares equal to the product of:

(a) a number of Shares that represent 16.666% of the total issued and outstanding Shares at the Record Time (which, for clarity, was 291,509,921 when rounded down to the nearest whole number of Shares); and

(b) the proportion which (x) the aggregate outstanding principal amount of the Eligible Notes or Eligible CB held by such Eligible Note Creditor or Eligible CB Holder (plus accrued and unpaid interest on such Eligible Notes or Eligible CB to (but

excluding) 30 June 2025), as of the Record Time bears to (y) the aggregate outstanding principal amount of (1) all Eligible Notes and Eligible CB held by all Eligible Note Creditors and Eligible CB Holder(s) (the "**Instruction Fee Pro Rata Proportion**"),

rounded down to the nearest whole number of Shares (the "**Instruction Fee**"). For clarity, the Instruction Fee is not a part of (and is separate from) the Restructuring Consideration Shares and shall be issued to each Eligible Note Creditor or Eligible CB Holder (as applicable) in addition to the Restructuring Consideration Shares (subject to the terms of the Restructuring Support Agreement).

The Instruction Fee was determined by the parties with reference to the consent fee offered by other recent Chinese real estate restructuring cases.

(2) For a Consenting Creditor who is a holder of the Notes or the Convertible Note, the Instruction Fee shall only be payable to such Consenting Creditor with respect to such Consenting Creditor's Eligible Notes or Eligible CB (as applicable) (each as defined below) if such Consenting Creditor, among other things:

(a) has prior to the RSA Expiration Deadline, (i) in the case of the holder of the Notes, acceded to the Restructuring Support Agreement by delivering a duly executed Note Accession Letter and initial Restricted Notes Notice in accordance with the Restructuring Support Agreement as well as submit a valid Electronic Consent Instruction to the relevant Clearing System or (ii) in the case of the holder of the Convertible Note, become a party to the Restructuring Support Agreement or acceded to the Restructuring Support Agreement by delivering a duly executed Convertible Note Accession Letter in accordance with the Restructuring Support Agreement;

(b) has voted in favour of the Cayman Scheme at the Cayman Scheme Meeting and the HK Scheme at the HK Scheme Meeting in accordance with the Restructuring Support Agreement and the Scheme Document;

(c) still holds the Eligible Notes or Eligible CB at the Record Time and has not effected, or purported to effect, a Transfer (as defined below) after the RSA Expiration Deadline, except for any Transfers made in accordance with paragraphs (3) or (4) below, as applicable; and

(d) has not exercised any right to terminate the Restructuring Support Agreement and has not breached any provision of the Restructuring Support Agreement in any material respect,

(such Consenting Creditor who has satisfied each of the conditions in (a) to (d) above an "Eligible Note Creditor" or "Eligible CB Holder" (as applicable), and (i) in the case of an Eligible Note Creditor, the aggregate outstanding principal amount of the Restricted Notes with respect to such Eligible Note Creditor which are set out in its account holder

letter and voted in favour of the Cayman Scheme and the HK Scheme by such Eligible Note Creditor, the "Eligible Notes" and (ii) in the case of an Eligible CB Holder, the outstanding principal amount of the Convertible Note with respect to such Eligible CB Holder which is set out in its Convertible Note certificate or the Convertible Note Accession Letter and voted in favour of the Cayman Scheme and the HK Scheme by such Eligible Note Creditor, the "Eligible CB".)

(3) In respect of the Notes, from the date of the Restructuring Support Agreement until its termination, the parties agree that any sale, assignment, sub-participation or other transfer or disposal of, or instruction by a Consenting Creditor to any account holder or intermediary that holds an interest in the Notes on its behalf to make such a transfer or disposal of, all or any part of any Notes in which a Consenting Creditor has a direct or beneficial interest as principal (including, any Notes purchased or otherwise acquired by a Consenting Creditor after the date of the Restructuring Support Agreement or any Note Accession Letter in relation to it) or any other transaction of a similar or equivalent economic effect (a "**Note Transfer**") shall only be effective if:

(a) the Note Transfer is made in accordance with the terms of the relevant existing finance document;

(b) the relevant transferee either (i) is, at the time of such Note Transfer, already a Consenting Creditor; or (ii) has first agreed to be bound by the terms of this Agreement as a Consenting Creditor by acceding to the Restructuring Support Agreement in accordance with its terms;

(c) all the Restricted Notes subject to the Note Transfer continue to be Restricted Notes following the Note Transfer; and

(d) the transferor and transferee (i) provide a properly completed and executed Note Transfer Notice to the information agent via email at: E-house@dfkingltd.com, (ii) submit a relevant Electronic Consent Instruction through the relevant Clearing System with respect to any additional Notes (in the case of the transferee) and (iii) a new custody instruction reference number obtained from the relevant Clearing System (in the case of the transferee), in each case, to the Information Agent on or before the proposed effective date of the Note Transfer.

(4) In respect of the Convertible Note, from the date of the Restructuring Support Agreement until its termination, the Parties agree that any sale, assignment, sub-participation or other transfer or disposal of all or any part of the Convertible Note in which a CB Holder has a direct or beneficial interest as principal or any other transaction of a similar or equivalent economic effect (a "**CB Transfer**", together with the Note Transfer, a "**Transfer**") shall only be effective if:

(a) the CB Transfer is made in accordance with the terms of the relevant existing finance document;

(b) the relevant transferee either (i) is, at the time of such CB Transfer, already a Consenting Creditor; or (ii) has first agreed to be bound by the terms of this Agreement as a Consenting Creditor by acceding to the Restructuring Support Agreement in accordance with its terms; and

(c) the transferor and transferee provide a properly completed and executed Convertible Note Transfer Notice to the Issuer with up to date evidence of the relevant holding on or before the proposed effective date of the CB Transfer.

(5) For a Consenting Creditor who is a holder of the Notes:

(a) the Note Accession Letter and Restricted Notes Notice must be delivered electronically via the Transaction Website during the period beginning on 10 November 2025 to the RSA Expiration Deadline; and

(b) a Consent must be delivered by submitting a valid Electronic Consent Instruction to the relevant Clearing System in accordance with the requirements of the relevant Clearing System. To deliver Consents by Electronic Consent Instruction, a Consenting Creditor should either (i) contact Euroclear Bank SA/NV or Clearstream Banking S.A. for participation procedures and deadlines regarding the submission and delivery of Consents; or (ii) request such Consenting Creditor's broker, dealer, commercial bank, trust company or other nominee or custodian to effect the submission of an Electronic Consent Instruction to authorize the delivery of Consents for such Consenting Creditor. Consenting Creditors whose Notes are held on their behalf by a broker, dealer, commercial bank, trust company or other nominee or custodian must contact such entity if such Consenting Creditors desire to accede to the Restructuring Support Agreement. Notwithstanding that the Consents are delivered by each Consenting Creditor by means of an Electronic Consent Instruction, each Consenting Creditor thereby agrees that such Electronic Consent Instruction constitutes a written consent to the Restructuring Support Agreement. The receipt of such Electronic Consent Instruction by Euroclear Bank SA/NV or Clearstream Banking S.A. may be acknowledged in accordance with the standard practices of Euroclear Bank SA/NV or Clearstream Banking S.A. For the avoidance of doubt, any such acknowledgement does not constitute an acceptance of the Consent by or on behalf of the Company.

(6) For the avoidance of doubt, (i) a Consenting Creditor who is a holder of the Notes (regardless of whether they fall within the definition of Restricted Notes under the Restructuring Support Agreement) and (ii) a Consenting Creditor who is a holder of the Convertible Note (or any interest in the Convertible Note), must vote the Notes or Convertible Note (or all such interests in the Convertible Note) then held by it in favour of the Cayman Scheme at the Cayman Scheme Meeting and the HK Scheme at the HK Scheme Meeting in order to be an Eligible Note Creditor or an Eligible CB Holder and receive the Instruction Fee. A Consenting Creditor that does not vote all of the Notes or Convertible Note (or any interests therein) then held by it in favour of the Cayman

Scheme at the Cayman Scheme Meeting and the HK Scheme at the HK Scheme Meeting shall not be treated as an Eligible Note Creditor or an Eligible CB Holder for the purposes of the Restructuring Support Agreement and shall not be entitled to any Instruction Fee.

Increase in Authorised Share Capital

As at the Latest Practicable Date, the authorised share capital of the Company is US$50,000 divided into 5,000,000,000 Shares of US$0.00001 each, of which 1,749,059,530 Shares have been issued and fully paid. In order to enable the Company the ability to issue the Scheme Shares, the Board proposes to increase the authorised share capital of the Company from US$50,000 divided into 5,000,000,000 Shares of US$0.00001 each to US$100,000 divided into 10,000,000,000 Shares of US$0.00001 each by the creation of an additional 5,000,000,000 unissued Shares.

Subject to the passing of an ordinary resolution by the Shareholders at the EGM to approve the Increase in Authorised Share Capital, the Increase in Authorised Share Capital will become effective on the date of the EGM upon the passing of the relevant ordinary resolution.

The Directors are of the view that the Increase in Authorised Share Capital is in the interests of the Company and the Shareholders as a whole.

Issue of Scheme Shares under Specific Mandate

The aggregate consideration for the New Schemes is 4,081,138,902 Scheme Shares comprising the Restructuring Consideration Shares and Shares to be issued pursuant to the Instruction Fee. The aggregate Restructuring Consideration Shares for all Scheme Creditor Claims comprises 3,789,628,981 Shares, which represents approximately 216.67% of the total issued and outstanding Shares as of the Latest Practicable Date and is expected to represent approximately 65% of the enlarged issued share capital of the Company following the relevant issuances on the Restructuring Effective Date, assuming there is no further issuance of Shares. The Shares to be issued pursuant to Instruction Fee represents 16.666% of the Company's total issued and outstanding Shares as of the Latest Practicable Date (which, for clarity, was 291,509,921 Shares when rounded down to the nearest whole number of Shares), and is expected to represent approximately 5% of the enlarged issued share capital of the Company following the relevant issuances on the Restructuring Effective Date.

The Scheme Shares (consisting of the Restructuring Consideration Shares and Shares to be issued pursuant to the Instruction Fee) will be allotted and issued pursuant to the Specific Mandate to be sought from the Shareholders at the EGM.

Ranking of the Scheme Shares

The Scheme Shares, when allotted and issued, shall rank pari passu in all respects with the existing Shares in issue at the date of allotment and issue of the Scheme Shares.

Application for listing of the Scheme Shares

Application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Scheme Shares.

Effect on the Shareholding Structure of the Company

The shareholding structure of the Company (i) as at the Latest Practicable Date; and (ii) immediately upon the issue of the Scheme Shares (assuming that there are no other changes to the shareholding structure of the Company from the Latest Practicable Date up to the issue of the Scheme Shares) are as follows:

		As at the Latest Practicable Date		Immediately upon the issue of Scheme Shares	
Name of Shareholder	**Capacity/Nature of interest**	**Number of Shares**	**Approximate percentage of holding[(1)]**	**Number of Shares**	**Approximate percentage of holding[(1)]**
Director					
Mr. Zhou[(2)]	Interest in controlled corporations/Beneficial owner	413,073,499(L)	23.617%	413,073,499(L)	7.086%
Substantial Shareholders					
Alibaba Holding[(3)]	Interest of controlled corporations	145,588,000(L)	8.324%	145,588,000(L)	2.497%
Evergrande[(4)]	Interest of controlled corporations	104,266,200(L)	5.961%	104,266,200(L)	1.788%
Vanke[(5)]	Interest of controlled corporations	171,690,000(L)	9.816%	171,690,000(L)	2.945%
Other Shareholders					
Scheme Creditors		–[(9)]	0%[(9)]	4,081,138,902(L)	70.000%
Public Shareholders		914,441,831(L)	52.282%	914,441,831(L)	15.685%
Total		1,749,059,530	100.000%	5,830,198,432	100.000%

Notes:

(1) The calculation is based on the total number of 1,749,059,530 Shares in issue as at the Latest Practicable Date.

(2) 375,838,440 Shares are held as to 228,920,000 Shares by CRE Corp and 146,918,440 Shares by E-House (China) Holdings. CRE Corp is a wholly-owned subsidiary of E-House (China) Holdings, itself a wholly-owned subsidiary of E-House Holdings. E-House Holdings is held as to 33.13% by On Chance, 14.65% by Jun Heng, and 52.22% by Mr. Zhou. Jun Heng is wholly-owned by On Chance which is in turn wholly-owned by Mr. Zhou.

(3) 145,588,000 Shares are held by Taobao China Holding Limited. Taobao China Holding Limited is a wholly-owned subsidiary of Taobao Holding Limited, which is a wholly-owned subsidiary of Alibaba Holding.

(4) Jovial Idea Developments Limited is wholly-owned by Central Sino Global Limited (中華環球有限公司), which is in turn wholly-owned by Tianji Holding Limited (天基控股有限公司). Tianji Holding Limited is wholly-owned by Hengda Real Estate Group Company Limited (恒大地產集團有限公司), which is owned as to 63.46% by Guangzhou Kailong Real Estate Company Limited (廣州市凱隆置業

有限公司), which is in turn wholly-owned by Guangzhou Chaofeng Land Company Limited (廣州市超豐置業有限公司). Guangzhou Chaofeng Land Company Limited is wholly-owned by Anji (BVI) Limited (安基 BVI有限公司), which is wholly-owned by Evergrande. Evergrande is held as to 70.30% by Xin Xin (BVI) Limited, itself is wholly-owned by Mr. Hui Ka Yan. Hence, Central Sino Global Limited, Tianji Holding Limited, Hengda Real Estate Group Company Limited, Guangzhou Kailong Real Estate Company Limited, Guangzhou Chaofeng Land Company Limited, Anji (BVI) Limited, Evergrande, Xin Xin (BVI) Limited and Mr. Hui Ka Yan are deemed to be interested in the Shares held by Jovial Idea Developments Limited.

(5) Captain Valley (Cayman) Limited is wholly-owned by Climax Fame (BVI) Limited, which is in turn wholly-owned by Vanke Finance (Hong Kong) Limited. Vanke Finance (Hong Kong) Limited is wholly-owned by Vanke Property (Hong Kong) Company Limited, which is in turn wholly-owned by Shanghai Vanke Enterprise Company Limited (上海萬科企業有限公司). Shanghai Vanke Enterprise Company Limited is wholly-owned by Shanghai Vanke Investment and Management Company Limited (上海萬科投資管理有限公司), which is in turn wholly owned by Vanke. Hence, Climax Fame (BVI) Limited, Vanke Finance (Hong Kong) Limited, Vanke Property (Hong Kong) Company Limited, Shanghai Vanke Enterprise Company Limited, Shanghai Vanke Investment and Management Company Limited and Vanke are deemed to be interested in the Shares held by Captain Valley (Cayman) Limited.

(6) The letter "L" denotes the person's long position (as defined under Part XV of the SFO) in the Shares.

(7) To the Company's best knowledge, upon the issue of the Scheme Shares, it is not expected that any of the Scheme Creditors will become a connected person.

(8) The percentages shown are rounded to the nearest three decimal places. The percentage figures listed in the table above may not add up to 100% due to rounding.

(9) There are at least 340 Scheme Creditors. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries after taking into account publicly available information, none of the Scheme Creditors is a Shareholder as at the Latest Practicable Date.

FUNDRAISING DURING THE PAST TWELVE MONTHS

The Company has not conducted any equity fundraising exercises in the past twelve months immediately preceding the Latest Practicable Date.

REASONS FOR THE INCREASE IN AUTHORISED SHARE CAPITAL AND THE ISSUE OF SCHEME SHARES UNDER SPECIFIC MANDATE

The ongoing financial distress among the Group's major customers, who are primarily real estate developers, continues to negatively impact the Group's financial position. Despite the Group's efforts to implement stringent cost control measures and organizational restructuring, the Company does not foresee the ability to generate sufficient excess cash from operations or from asset disposal to facilitate repayment to its offshore creditors. To avoid the Company and other members of the Group potentially entering into insolvent liquidation in the near future, as a result of which the anticipated recoveries for the holders of the Offshore Debt may be significantly less than if a restructuring were to be completed successfully, the Company has concluded that the only feasible solution to provide meaningful recovery for the creditors is a debt-for-equity swap to fully equitize the Offshore Debt by way of New Schemes which could be effected with approval from the Shareholders for the Increase of Authorised Share Capital and the issue of Scheme Shares under Specific Mandate. Should the industry recover, creditors would potentially benefit from an appreciation of equity value.

The Company has considered the following alternatives to the Restructuring to address its offshore debts. However, given the Group is in distress and tight liquidity with net liabilities of approximately RMB8.6 billion and cash and cash equivalent of approximately RMB186.7 million as of 31 December 2025, respectively, and the housing market in China remains weak, the Board is of the view that none of these options are viable and that the Restructuring is the only feasible solution:–

(i) **Refinancing:** The Board is of the view that the refinancing of its existing offshore debts will not resolve its offshore debts. During the year ended 31 December 2025 and 2024, the Group had a net loss of RMB596.1 million and RMB1,431.2 million, respectively. As the Group is undergoing business transition and the market remained challenging and yet to recover, the Company expects that while it will continue its efforts to improve operating cash flow, there will not be sufficient surplus cash to service the offshore debts in the next few years. Therefore, the Company could not rely on refinancing to resolve its offshore debts as default risk will remain high after refinancing.

(ii) **Tender Offer:** Despite the Company's Notes trading at deep discount to its nominal amount, the Company does not have sufficient cash to conduct a discounted tender offer to buy back all its offshore debts. As of 31 December 2025, the Group had cash and cash equivalent of RMB186.7 million (equivalent to approximately US$26.6 million), which represents a decrease of RMB135.2 million or 42% from RMB321.8 million (equivalent to approximately US$45.8 million) as of 31 December 2024. Given the weakening cash and liquidity position of the Group amid the prevailing market conditions and the need to preserve cash to maintain the Group's operations, the Company does not have excess cash to conduct a discounted tender offer to buy back the Notes.

(iii) **Asset disposal:** The only substantial non-core asset held by the Group that is available for sale is the Tangchao Grand Hotel. However, it is used as collateral against a bank loan of RMB198 million. While the Group is actively trying to sell it within this year, it has yet to find a suitable buyer, and the sale proceeds will primarily be used to repay the bank loan.

(iv) **Equity fund-raising:** Given the size of capital to be raised by the Company relative to the market capitalisation, the Board is of the view that equity fund-raising is unrealistic.

(v) **White knight Investor:** The Company is open to white knight investor. However, the Company has not received any indicative offer since its default on offshore debts.

Given the above, the Company is of the view that the relevant alternative to the Restructuring is a group-wide liquidation. To assess the recovery value to the creditors of the offshore debts in a liquidation scenario, the Company has engaged Kroll (HK) Limited

("**Kroll**"), an independent third-party advisor, to assess the anticipated recovery value to the Company's offshore debts in the liquidation scenario. Based on Kroll's current assessment, the estimated recovery rate to the Company's offshore debts is approximately between 0.1% and 1.4%, which is expected to be significantly lower than the estimated recovery rate of 2.8% pertaining to the Restructuring.

The Company has assessed the financial impact of the Restructuring to the Company's financial position. It is expected that upon the completion of the Restructuring, the Company will convert all of its existing debts and accrued interest (including a portion of default interest) of approximately RMB6.75 billion (equivalent to approximately US$961 million) as of 31 December 2025 into equity. The gearing ratio of the Company (and for the avoidance of doubt, not the Group) will become 0% as all interest-bearing debts of the Company will be extinguished.

Upon the completion of the Restructuring, the Group will have no outstanding offshore debts and onshore debts of approximately RMB198 million (equivalent to US$28 million) would remain outstanding. The onshore debt is a bank loan that is secured by the Group's onshore asset, i.e. the Tangchao Grand Hotel. The Company plans to repay the onshore debt through the cash flow generated from the sale of the Tangchao Grand Hotel.

Given the above, the Board is of the view that the terms of the Restructuring (including the payment of Instruction Fee) are fair and reasonable in the interest of the Company and its shareholders as a whole. The Restructuring primarily entails a debt-to-equity swap at a conversion price of HK$1.852 per Share, representing approximately 3,462% premium to the closing price of HK$0.052 per Share as quoted on the Stock Exchange on the Latest Practicable Date. Therefore, the book value of equity per Share will improve as a result of the Restructuring. As for the Instruction Fee, which will be paid in the form of new Shares to the creditors who validly acceded to the Restructuring Support Agreement on the Restructuring Effective Date, it represents approximately 0.267% of the total principal amount of the debts being restructured (using the closing price of HK$0.052 per Share as quoted on the Stock Exchange on the Latest Practicable Date). This is in line with the consent fees offered pertaining to other recent Chinese real estate restructuring cases which are generally within the range from 0.1% to 1%.

3. CLOSURE OF REGISTER OF MEMBERS

For the purpose of ascertaining the Shareholders' entitlement to attend and vote at the EGM, the register of members of the Company will be closed from Thursday, 11 June 2026 to Tuesday, 16 June 2026, both days inclusive, during which period no transfer of the Shares can be registered. The record date for determining the entitlement of the Shareholders to attend and vote at the EGM is Tuesday, 16 June 2026.

In order to be eligible to attend and vote at the EGM, all transfer documents accompanied by the relevant share certificates must be lodged for registration with the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong no later than 4:30 p.m. on Wednesday, 10 June 2026.

4. NOTICE OF EXTRAORDINARY GENERAL MEETING AND PROXY ARRANGEMENT

The notice of the EGM is set out on pages 28 to 29 of this circular.

Pursuant to Rule 13.39(4) of the Listing Rules and the Articles of Association, any vote of shareholders at a general meeting must be taken by poll except where the chairman of the meeting, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. Accordingly, the resolution to be proposed at the EGM (as set out in the notice of EGM) will be voted by way of a poll. An announcement on the results of the poll will be made by the Company after the EGM in the manner prescribed under Rules 13.39(5) and 13.39(5A) of the Listing Rules.

A notice convening the EGM to be held physically at Conference Room, 1/F, Yinli Building, 788 Guangzhong Road, Jing'an District, Shanghai, China on Tuesday, 16 June 2026 at 4:00 p.m. is set out on pages 28 to 29 of this circular. A form of proxy for use at the EGM is enclosed with this circular and such form of proxy is also published at the website of the Stock Exchange (www.hkexnews.hk) and the Company (www.ehousechina.com). Whether or not you intend to attend the EGM, you are requested to complete the enclosed form of proxy and indicate voting instruction in accordance with the instructions printed thereon and return it to the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible and in any event not less than 48 hours before the time for the holding of the EGM (i.e. by 4:00 p.m. on Sunday, 14 June 2026) or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting at the EGM or any adjournment thereof.

None of the Directors has a material interest in the Increase in Authorised Share Capital or the Specific Mandate or was required to abstain from voting on the resolutions of the Board approving the transactions thereunder.

To the best knowledge, information and belief of the Directors, no Shareholder is required to abstain from voting on the ordinary resolution approving the Increase in Authorised Share Capital or the Specific Mandate at the EGM.

5. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable inquiries, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

6. RECOMMENDATION

The Directors consider that the Increase in Authorised Share Capital and the Specific Mandate are: (i) fair and reasonable and (ii) in the interests of the Company and its Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the resolutions to be proposed at the EGM to approve the Increase in Authorised Share Capital and the issue of Shares under the Scheme Shares under Specific Mandate.

The Increase in Authorised Share Capital and issue of the Scheme Shares under Specific Mandate are subject to the approval by the Shareholders. In addition, the proposed transactions contemplated under the New Schemes may or may not be fulfilled and are subject to conditions precedent of the Scheme of Arrangement, approval by the Shareholders, regulators and the High Court. Shareholders and potential investors are advised to exercise caution when dealing in securities of the Company.

By order of the Board
E-House (China) Enterprise Holdings Limited
Zhou Xin
Chairman



E-HOUSE (CHINA) ENTERPRISE HOLDINGS LIMITED
易居(中國)企業控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 2048)

Notice is hereby given that an extraordinary general meeting (the "**Extraordinary General Meeting**") of E-House (China) Enterprise Holdings Limited (the "**Company**") will be held physically at Conference Room, 1/F, Yinli Building, 788 Guangzhong Road, Jing'an District, Shanghai, China on Tuesday, 16 June 2026 at 4:00 p.m. for the following purposes:

ORDINARY RESOLUTIONS

1. To (a) approve the authorised share capital of the Company be increased from US$50,000 divided into 5,000,000,000 shares of US$0.00001 each to US$100,000 divided into 10,000,000,000 shares of US$0.00001 each by creating an additional 5,000,000,000 unissued shares of US$0.00001 each (the "**Increase in Authorised Share Capital**"), and each such new share, upon issue and fully paid, shall rank pari passu in all respects with the existing issued shares and have the rights and privileges and be subject to the provisions contained in the memorandum of association and articles of association of the Company; and (b) authorise any director, secretary, assistant secretary and registered office provider of the Company be and is hereby authorised to do all such acts and things and execute all such documents as may be necessary, desirable or expedient for the purpose of, or in connection with the implementation of or giving effect to the Increase in Authorised Share Capital.

2. Conditional upon the passing of resolution number 1 as set out above and the Increase in Authorised Share Capital becoming effective, to (a) approve the grant of a specific mandate to the Directors to issue the Scheme Shares to the participating scheme creditors as part of the restructuring of the Offshore Debt (as defined in the circular of the Company dated 29 May 2026) (the "**Specific Mandate**"); and (b) authorise any director, secretary, assistant secretary and registered office provider of the Company be and is hereby authorised to do all such acts and things and execute all such documents as may be necessary, desirable or expedient for the purpose of, or in connection with the implementation of or giving effect to the Specific Mandate.

By order of the Board
E-House (China) Enterprise Holdings Limited
Zhou Xin
Chairman

Hong Kong, 29 May 2026

Notes:

(1) All resolutions at the meeting will be taken by poll (except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands) pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"). The results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited and the Company in accordance with the Listing Rules.

(2) Any shareholder of the Company entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote instead of him. For the avoidance of doubt and for the purpose of the Listing Rules, holders of treasury shares of the Company (if any) are not entitled to vote at this meeting. A proxy need not be a shareholder of the Company. If more than one proxy is appointed, the number of shares in respect of which each such proxy so appointed must be specified in the relevant form of proxy.

(3) In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a certified copy of that power of attorney or authority, must be deposited at the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for the holding of the meeting (i.e. before 4:00 p.m. on Sunday, 14 June 2026) or any adjournment thereof. Delivery of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

(4) For determining the entitlement to attend and vote at the above meeting, the register of members of the Company will be closed from Thursday, 11 June 2026 to Tuesday, 16 June 2026, both days inclusive, during which period no transfer of shares will be registered. The record date for determining the entitlement of the Shareholders to attend and vote at the EGM is Tuesday, 16 June 2026. In order to be eligible to attend and vote at the Extraordinary General Meeting, unregistered holders of shares of the Company shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong for registration not later than 4:30 p.m. on Wednesday, 10 June 2026.

(5) A circular containing further details concerning items 1 and 2 set out in the above notice is sent to the shareholders of the Company together with this notice.

As at the date of this notice, the Board of the Company comprises Mr. Zhou Xin as Chairman and executive Director, Mr. Huang Canhao, Dr. Cheng Li-Lan and Dr. Ding Zuyu as executive Directors, Mr. Chen Daiping, Ms. Zhou Tianfeng and Ms. Xu Wenya as non-executive Directors, and Mr. Zhang Bang, Mr. Zhu Hongchao, Mr. Wang Liqun and Mr. Li Jin as independent non-executive Directors.