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TIMES CHINA HOLDINGS LIMITED

時代中國控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1233)

(Debt Stock Codes: 40296, 40389 and 40528)

**INSIDE INFORMATION
PROPOSED RESTRUCTURING OF OFFSHORE DEBTS
AND
BUSINESS UPDATE**

This announcement is made by Times China Holdings Limited (the “**Company**”, together with its subsidiaries, the “**Group**”) pursuant to Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and Rules 13.09(2)(a), 37.47A, 37.47B(a) and 37.47D of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

Reference is made to the announcement of the Company dated 28 June 2024 (the “**Announcement**”). Unless otherwise stated, capitalised terms used in this announcement shall have the same respective meanings as those defined in the Announcement.

1. SIGNIFICANT PROGRESS ON THE PROPOSED RESTRUCTURING

As described in the Announcement, the Company and members of the AHG, together with their respective advisors, have engaged in constructive dialogue towards achieving the Proposed Restructuring and such efforts resulted in an agreement in principle with the AHG on the terms of the Proposed Restructuring. Since the Announcement, the Company and the AHG have continued to work together to finalize the principal terms of the Proposed Restructuring, which are summarized below. The Proposed Restructuring is intended to (i) provide the Company with a long-term, sustainable capital structure, (ii) allow adequate financial flexibility and liquidity to stabilize the business and (iii) protect the rights and interests of all stakeholders by maximizing value.

The Company is pleased to announce that, with respect to the Proposed Restructuring, on 22 November 2024, a restructuring support agreement (the “**RSA**”) was signed by, among others, the Company and the AHG representing (as at the date of this announcement) approximately 29.29% of the aggregate outstanding principal amount of the Existing Notes, or 26.77% of the principal amount of the In-Scope Debt.

The execution of the RSA by the Company and the AHG represents an important milestone in the progress towards achieving the Proposed Restructuring. The Company would like to invite the remaining offshore creditors to consider the terms of the Proposed Restructuring and support the implementation of the Proposed Restructuring by acceding to the RSA as soon as possible.

(a) Principal Terms

The principal terms of the Proposed Restructuring are set out in a term sheet appended to the RSA (the “**Term Sheet**”). A copy of the Term Sheet (with sensitive information redacted) is attached as the Appendix to this announcement.

The Proposed Restructuring is expected to deal with the In-Scope Debt and shall be implemented by way of a scheme of arrangement in Hong Kong (the “**Scheme**”) with recognition of the Scheme under Chapter 15 of Title 11 of the United States Code. The Company may, with prior written consent of the Super Majority Ad Hoc Group (as defined in the RSA) from time to time before the dispatch of the Scheme Documents to the Scheme Creditors, include any additional liabilities in the Scheme.

As disclosed in the Announcement, under the Scheme, the Short-Term Notes, the Upfront Payment, the Mandatory Convertible Bonds I, the Medium-Term Notes, the Long-Term Notes, the Mandatory Convertible Bonds II and the New Company Shares will be issued and/or distributed to the relevant Scheme Creditors based on their election of scheme consideration (subject to the allocation mechanism and varying maximum election amounts for each option). With respect to the outstanding principal amount of the In-Scope Debt held by the Scheme Creditors at the Record Time (the “**Scheme Creditors’ Principal Amount**”):

- (i) Scheme Creditors who elect and/or are reallocated option 1 (“**Option 1**”) are entitled to (A) the Upfront Payment; (B) the Short-Term Notes; and (C) the New Company Shares;
- (ii) Scheme Creditors who elect and/or are reallocated option 2 (“**Option 2**”) are entitled to (A) the Mandatory Convertible Bonds I; and (B) the Medium-Term Notes; and
- (iii) Scheme Creditors who elect, allocated and/or are reallocated option 3 (“**Option 3**”) are entitled to the Long-Term Notes.

Each of the above options is subject to a maximum acceptance amount and reallocation mechanism, details of which are set forth in the Term Sheet.

In addition, varying amounts of Mandatory Convertible Bonds II will be issued to the Scheme Creditors in respect of the accrued and unpaid interests of their In-Scope Debt, with the amounts issued depending on the options elected and/or reallocated.

The Short-Term Notes, the Medium-Term Notes and the Long-Term Notes

The Short-Term Notes to be issued by the Company will have a tenor of 3.5 years and bear an interest rate of 4.0% per annum, each starting from the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date. With respect to interest accruing during the first two years after the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date, interest in an amount equal to at least 1.0% per annum of the outstanding principal amount of the Short-Term Notes shall be paid in cash, while the remaining portion of interest may be paid in cash or in kind at the election of the Company. Any interest accruing on the Short-Term Notes from the third year after the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date shall be paid in cash.

The Medium-Term Notes to be issued by the Company will have a tenor of 7 years and bear an interest rate of 4.2% per annum, each starting from the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date. With respect to interest accruing during the first year after the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date, interest may be paid in cash or in kind at the election of the Company. With respect to interest accruing during the second and third year after the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date, interest may be paid in cash or in kind at the election of the Company, provided that interest of at least 0.3% per annum of the then outstanding principal amount of the Medium Term Notes shall be paid in cash on each of the 24th-month anniversary and 36th-month anniversary of the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date. Starting from the fourth year after the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date, all interest accruing shall be paid in cash. The Medium-Term Notes are subject to mandatory redemption under which certain portions of the principal amount of the Medium-Term Notes will be redeemed by instalment at a redemption price equal to such principal amount plus accrued and unpaid interest, if any, with any remaining balance of the principal amount plus accrued and unpaid interest to be paid on their maturity date.

The Long-Term Notes to be issued by the Company will have a tenor of 8 years (with the Company's option to further extend the maturity for up to 2 years) and bear an interest rate of 4.5% per annum, each starting from the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date. With respect to interest accruing during the first 5 years after the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date, interest may be paid in cash or in kind at the election of the Company. Starting from the 6th year of the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date, all interest accruing shall be paid in cash. The Long-Term Notes are subject to mandatory redemption under which certain portions of the principal amount of the Long-Term Notes will be redeemed by instalment at a redemption price equal to such principal amount plus accrued and unpaid interest, if any, with any remaining balance of the principal amount plus accrued and unpaid interest to be paid on their maturity date.

The Short-Term Notes, the Medium-Term Notes and the Long-Term Notes will be guaranteed by the same subsidiary guarantors and secured against the same collateral as the 5.55% senior notes due 2024 issued by the Company and a charge over an account established for holding the proceeds of the cash sweep mentioned below.

The Short-Term Notes, the Medium-Term Notes and the Long-Term Notes will also have the benefit of certain cash sweep mechanisms and related undertakings, as detailed in the Term Sheet. The cash sweep shall be funded by 70% of the Net Consideration (as defined in the Term Sheet) derived from any Specified Asset Sales (as defined in the Term Sheet) in respect of the Specified Assets (as defined in the Term Sheet).

The Mandatory Convertible Bonds I and the Mandatory Convertible Bonds II

The Mandatory Convertible Bonds I to be issued by the Company will have a tenor of 1.5 years, starting from the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date, and bear no interest. The conversion price of the Mandatory Convertible Bonds I will be HK\$6.0 per share (subject to adjustments in certain circumstances). The Mandatory Convertible Bonds I may be voluntarily converted into ordinary shares of the Company at the election of the holders prior to maturity in accordance with their terms, and will be mandatorily converted into ordinary shares of the Company upon maturity.

The Mandatory Convertible Bonds II to be issued by the Company will have a tenor of 1.5 years, starting from the earlier of (i) the Restructuring Effective Date and (ii) the Reference Date, and bear no interest. The conversion price of the Mandatory Convertible Bonds II will be HK\$10.0 per share (subject to adjustments in certain circumstances). The Mandatory Convertible Bonds II may be voluntarily converted into ordinary shares of the Company at the election of the holders prior to maturity in accordance with their terms, and will be mandatorily converted into ordinary shares of the Company upon maturity.

The Mandatory Convertible Bonds I and the Mandatory Convertible Bonds II will have the benefit of the same security and guarantee package, as well as the relevant cash sweep mechanisms and related undertakings, as the Short-Term Notes, the Medium-Term Notes and the Long-Term Notes.

The issue of the Mandatory Convertible Bonds I and the Mandatory Convertible Bonds II will be subject to, among others, compliance with the requirements of applicable laws and regulations and the Listing Rules, and the Stock Exchange granting approvals for the listing of and permission to deal in the relevant new ordinary shares of the Company associated with the Mandatory Convertible Bonds I and the Mandatory Convertible Bonds II.

Detailed terms of the Proposed Restructuring are set out in the Term Sheet, which is attached as the Appendix to this announcement.

(b) The RSA

The RSA, including the Term Sheet, will be available for access on the Transaction Portal at <https://deals.is.kroll.com/timeschina> from 22 November 2024.

Pursuant to the RSA:

- (a) the Company undertakes to, among other things:
- (i) perform all actions as are reasonably necessary in order to support, facilitate, implement or otherwise give effect to the Proposed Restructuring including the Scheme (provided that each such action is consistent in all material respects with the Term Sheet) as soon as reasonably practicable;
 - (ii) implement the Proposed Restructuring and the Scheme in the manner envisaged by, and materially on the terms and conditions set out in, the RSA and the Term Sheet;
 - (iii) procure that each Milestone (as defined in the RSA) is completed on or before the applicable Milestone Deadline (as defined in the RSA), or such later deadline as may be agreed in accordance with the terms of the RSA;
 - (iv) obtain, using its best endeavours, any necessary regulatory or statutory approval required to permit or facilitate the Proposed Restructuring;
 - (v) obtain, using its reasonable endeavours, all corporate and regulatory approvals necessary to implement the Proposed Restructuring in the manner envisaged by, and materially on the terms and conditions set out in, the RSA and the Term Sheet; and
 - (vi) except as expressly contemplated under the RSA and/or the Term Sheet, continue to operate its business as reasonable in the ordinary course and use reasonable endeavours to preserve assets, business and operations of the Group pending completion of the Proposed Restructuring; and

- (b) each creditor that enters into the RSA (a “**Participating Creditor**”) undertakes, among other things:
- (i) to perform all actions as are commercially reasonable and within its power in order to support, facilitate, implement or otherwise give effect to the Proposed Restructuring, provided that any such actions are consistent in all material respects with the terms as set out in the RSA and the Term Sheet;
 - (ii) to vote and deliver within any applicable time periods any proxies, instructions, directions or consents in respect of all Participating Debt in which it holds a beneficial interest (or, with respect to the Existing Syndicate Loan, legal and beneficial interest) as principal, including (without limitation) to vote in favour of the Scheme in respect of the aggregate outstanding principal amount of all Participating Debt in which it holds a beneficial interest (or, with respect to the Existing Syndicate Loan, legal and beneficial interest) as principal at the Record Time at each Scheme Meeting; and
 - (iii) not to take, commence or continue any enforcement action, whether directly or indirectly, that may delay the scheme effective date, interfere with the implementation of the Proposed Restructuring and/or the Scheme, or the consummation of the transactions contemplated thereby.

The RSA will terminate automatically and immediately on the earliest to occur of any of the following:

- (a) the relevant court rejecting, in a final and unappealable decision, the Company’s application to convene any Scheme Meeting;
- (b) the Scheme not being finally approved by the requisite majorities of Scheme Creditors at the Scheme Meeting (provided that the Scheme Meeting may be postponed or adjourned to a subsequent date in order to obtain the requisite approval) and there being no reasonable prospect of the Proposed Restructuring being effected prior to the Longstop Date;
- (c) the relevant court not granting a sanction order at the sanction hearing and there being no reasonable prospect of the Proposed Restructuring being effected prior to the Longstop Date;
- (d) the Restructuring Effective Date; and/or
- (e) the Longstop Date.

The RSA may also be terminated under other circumstances as set out in the RSA.

(c) **The Consent Fee**

Each Participating Creditor who validly executes or accedes to the RSA and holds the Early Eligible Participating Debt as of the early consent fee deadline set by the Company (the “**Early Consent Fee Deadline**”, being 5:00 p.m. Hong Kong time on 20 December 2024), will receive a consent fee (the “**Early Consent Fee**”) in the amount equal to 0.125% of the aggregate principal amount of the Early Eligible Participating Debt designated held by such Participating Creditor as of the Record Time in accordance with the terms of the RSA.

Each Participating Creditor who validly accedes to the RSA and holds the Base Eligible Participating Debt as of the base consent fee deadline set by the Company (the “**Base Consent Fee Deadline**”, being 5:00 p.m. Hong Kong time on 20 January 2025), will receive a consent fee (the “**Base Consent Fee**” and together with the Early Consent Fee, the “**Consent Fee**”) in the amount equal to 0.05% of the aggregate principal amount of the Base Eligible Participating Debt held by such Participating Creditor as of the Record Time in accordance with the terms of the RSA.

A Scheme Creditor may, subject to the satisfaction of conditions set forth in the RSA and this Term Sheet, receive either the Early Consent Fee or the Base Consent Fee, but not both.

The applicable Consent Fee shall be payable on or prior to the Restructuring Effective Date, provided that the Participating Creditor, among other things:

- (i) holds or has acquired its applicable Eligible Participating Debt in compliance with the relevant provisions of the RSA;
- (ii) votes the entire aggregate amount of its Early Eligible Participating Debt or its Base Eligible Participating Debt, as applicable, held by it at the Record Time in favour of the Scheme at the Scheme Meeting (whether in person or by proxy). A Participating Creditor that does not vote the entirety of the Early Eligible Participating Debt or the Base Eligible Participating Debt, as applicable, held by it in favour of the Scheme (whether by abstaining, voting against or failing to validly submit a vote in favour) will not be entitled to any Consent Fee; and
- (iii) has not exercised its rights to terminate the RSA nor breached any of the relevant terms and conditions of the RSA in any material respect.

(d) Invitation to accede to the RSA

The Company sincerely asks all holders or creditors of the In-Scope Debt who have not signed the RSA to review the RSA as soon as possible and to accede to the RSA as an Additional Participating Creditor by delivering to the Information Agent a validly completed and executed Accession Letter and Participating Debt Notice via the Transaction Portal (at <https://deals.is.kroll.com/timeschina>) in respect of all of its In-Scope Debt prior to the Consent Fee Deadline.

(e) The Information Agent

Kroll Issuer Services Limited (the “**Information Agent**”) will be responsible for receipt and processing of accession letters, participating debt notices and increase/decrease notices, and overseeing evidence of holdings of the Participating Creditors in respect of the In-Scope Debt. The Information Agent can be contacted using the below details:

Email: timeschina@is.kroll.com

Attention: Mu-yen Lo/Scott Chen

(f) Request for information

Any requests for information on the Proposed Restructuring can be directed to the Company’s financial advisor or the AHG’s financial advisor:

China International Capital Corporation Hong Kong Securities Limited, *as Restructuring Financial Advisor to the Company*
29/F, One International Finance Centre
1 Harbour View Street Central, Hong Kong
Email: Times@cicc.com.cn

Houlihan Lokey (China) Limited, *as Restructuring Financial Advisor to the AHG*
Suites 1903-1907, Two International Finance Centre
8 Finance Street, Central, Hong Kong
Email: HL_ProjectUniverse_Core@hl.com

2. BUSINESS UPDATE

(a) Overview of the Company

The Company is an exempted company with limited liability incorporated in the Cayman Islands. The subsidiaries of the Company are principally engaged in (i) property development, i.e., the development of residential and commercial properties for sale, (ii) urban redevelopment, i.e., the redevelopment of old towns, old factories and old villages, and (iii) property leasing, i.e., the development, leasing and subleasing of commercial properties owned by the Company or third parties.

As at 31 December 2023, the Group (together with its joint ventures and associates) had 151 property development projects in various cities in Mainland China with a total gross floor area (“GFA”) of 40.83 million sq.m. In addition, the Group (together with its joint ventures and associates) had 110 urban redevelopment projects in Mainland China in various stages, with a total invested amount of more than RMB20.58 billion. The Group intends to dispose of substantially all of these urban redevelopment projects over the next several years. The Group (together with its joint ventures and associates) also held 17 investment properties, which represents commercial properties held for the purposes of leasing and subleasing. All of these investment properties are located in Mainland China.

(b) Key Balance Sheet Items

Due to the current market conditions, the overall liquidity of the Group remains constrained. As at 31 March 2024, based on the unaudited management account of the Group, the Group’s aggregate cash balance was approximately RMB3.43 billion, which mainly includes (i) cash held at the Company and other offshore subsidiaries of RMB4.04 million; (ii) cash held at the Company’s onshore subsidiaries of RMB1.63 billion and (iii) cash restricted under pre-sale and other supervision was RMB1.79 billion. The majority of the restricted cash is held in monitored accounts in various project companies within the Group. The book values for the Group’s offshore total interest-bearing liabilities and onshore interest-bearing liabilities based on the unaudited management account of the Group as at 31 March 2024 are not expected to substantially deviate from the audited amount as of 31 December 2023, respectively, save for any changes in the ordinary course of business or due to potential adjustments by the auditors.

The book values for the Group’s property and equipment, investment properties and inventories of properties based on the unaudited management accounts of the Group as at 31 March 2024 are not expected to substantially deviate from the audited amounts as at 31 December 2023, respectively, save for any changes in the ordinary course of business or due to potential adjustments by the auditors.

Given the nature of the Group’s business and lack of any material offshore tangible assets, the repayment of the Group’s offshore indebtedness after the Proposed Restructuring will require cashflows generated from onshore operations and available for upstream distribution to offshore members of the Group.

(c) Projected Cash Flow

On the assumption that the market environment of the Chinese real estate sector returns to normal and the Company is able to maintain normal business operations and access new financing at the project level, the total cumulative net proceeds (after repayment of project level debt) generated between 2024 to 2035 from (a) existing property development projects developed by the Group and its joint ventures and associates (calculated as cash proceeds, less construction costs, tax, selling, general and administrative expenses and other expenses), (b) the disposal proceeds of urban redevelopment projects (calculated as cash proceeds less consulting fees, demolition costs, dedicated costs and tax), and (c) operating income from commercial properties is estimated to be between approximately RMB29.4 billion and RMB33.5 billion. Net proceeds from property development projects are expected to contribute to the majority of the net proceeds generated in the above period. While market conditions and project development progress could impact net proceeds generated by property development projects each year, a significant portion of net proceeds from existing property development projects is expected to be generated by the mid-term of the above period.

The total cumulative cash available to service offshore debt is estimated to be between approximately RMB12.6 billion and RMB16.7 billion.

3. DEFINITIONS

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

“Accession Letter”	a deed pursuant to which a person becomes a party to the RSA as an Additional Participating Creditor, in the form set out in the RSA
“Additional Participating Creditor”	a person holding a beneficial interest (or, with respect to the Existing Syndicate Loan, legal and beneficial interest, as applicable) as principal in the In-Scope Debt who has agreed to be bound by the terms of the RSA by delivering to the Information Agent a validly completed and executed Accession Letter and a valid evidence of holding via the Transaction Portal in respect of all of its In-Scope Debt

“Base Consent Fee”	with respect to each Participating Creditor, subject to and in accordance with Clause 5 of the RSA, an amount in cash equal to 0.05% of the aggregate principal amount of the Base Eligible Participating Debt held by such Participating Creditor as of the Record Time (subject to all valid procedures being followed by such Participating Creditor in accordance with Clause 5 of the RSA)
“Base Eligible Participating Debt”	a Participating Debt which was made subject to the RSA by a Participating Creditor after the Early Consent Fee Deadline but on or prior to the Base Consent Fee Deadline
“Business Day”	any day which is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the City of New York, London, mainland China and/or Hong Kong Special Administrative Region are authorised or required by law or governmental regulation to close
“Conditions Precedent”	the conditions precedent to the Restructuring Effective Date set out in the Term Sheet and as particularized in the Scheme
“Consent Fee Deadline”	the Early Consent Fee Deadline or the Base Consent Fee Deadline, as appropriate
“Early Consent Fee”	with respect to each Participating Creditor, subject to and in accordance with Clause 5 of the RSA, an amount in cash equal to 0.125% of the aggregate principal amount of the Early Eligible Participating Debt held by such Participating Creditor as of the Record Time (subject to all valid procedures being followed by such Participating Creditor in accordance with Clause 5 of the RSA)
“Early Eligible Participating Debt”	a Participating Debt which was made subject to the RSA by a Participating Creditor on or prior to the Early Consent Fee Deadline
“Eligible Participating Debt”	the Participating Debt which was made subject to the RSA by a Participating Creditor on or prior to the Early Consent Fee Deadline or the Base Consent Fee Deadline, as applicable
“In-Scope Debt”	has the meaning given to it in the Term Sheet
“Increase/Decrease Notice”	the applicable notice(s) pursuant to which a transferee of the In-Scope Debt becomes a Participating Creditor, substantially in the form(s) set out in the RSA

“Longstop Date”	30 September 2025 or such later date as may be agreed between the Company and the Super Majority Ad Hoc Group (as defined in the RSA) in writing
“Participating Debt”	at any time, with respect to a Participating Creditor, the aggregate principal amount of the In-Scope Debt set out in the relevant Participating Debt Notice then most recently delivered by that Participating Creditor, as modified from time to time by any Increase/Decrease Notices (as applicable) delivered by the Participating Creditor to the Information Agent in accordance with the RSA
“Participating Debt Notice”	a notice setting out the details of the Participating Debt substantially in the form set out in the RSA
“Record Time”	the time designated by the Company for the determination of claims of Scheme Creditors for the purposes of voting at the Scheme Meeting
“Reference Date”	30 June 2025, which may be extended by the Company at its sole discretion to a date no later than 30 September 2025
“Restructuring Consideration”	the Short-Term Notes, the Upfront Payment, the Mandatory Convertible Bonds I, the Medium-Term Notes, the Long-Term Notes, the Mandatory Convertible Bonds II and the New Company Shares in accordance with and subject to the election and allocation mechanisms as set out in the Term Sheet and in accordance with the terms of the Scheme
“Restructuring Effective Date”	the day on which all outstanding In-Scope Debt will be cancelled and all guarantees and securities granted in connection with the In-Scope Debt will be released and the Restructuring Consideration will be distributed to the Scheme Creditors, with all Conditions Precedent (as set out in the Term Sheet and particularized in the Scheme) having been either satisfied or waived (as applicable) in accordance with the terms of the Scheme. The Restructuring Effective Date shall occur no later than the earlier of (a) the Longstop Date or (b) ten (10) Business Days of the Conditions Precedent being satisfied or waived in accordance with the terms of the Scheme
“RMB”	Renminbi, the lawful currency of the People’s Republic of China

“Scheme Creditors”	creditors of the Company whose claims are (or will be) the subject of the Scheme
“Scheme Documents”	the explanatory statement and its appendices to be circulated by the Company to the holders of the In-Scope Debt in relation to the Scheme
“Scheme Meeting”	a meeting of Scheme Creditors convened pursuant to a convening order to vote on any Scheme (and any adjournment of such meeting)
“Transaction Portal”	https://deals.is.kroll.com/timeschina , the portal managed by the Information Agent in connection with the Proposed Restructuring
“US\$”	United States dollar, the lawful currency of the United States of America

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

Shareholders and other investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

By Order of the Board
Times China Holdings Limited
Shum Chiu Hung
Chairman

Hong Kong, 22 November 2024

As at the date of this announcement, the executive directors of the Company are Mr. Shum Chiu Hung, Mr. Guan Jianhui, Mr. Bai Xihong, Mr. Li Qiang, Mr. Shum Siu Hung and Mr. Niu Jimin; and the independent non-executive directors of the Company are Mr. Jin Qingjun, Ms. Sun Hui and Mr. Wong Wai Man.

APPENDIX

TERM SHEET

Times China Holdings Limited
(時代中國控股有限公司)

Restructuring Term Sheet
(Subject to Contract)

*This term sheet (the “**Term Sheet**”) sets forth certain material terms and conditions in connection with the Restructuring (as defined in the RSA) by Times China Holdings Limited (時代中國控股有限公司) (the “**Company**”). The transactions contemplated by this Term Sheet are subject to, amongst other things, the execution of definitive documentation by the relevant parties.*

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

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

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.

This Term Sheet is governed by and construed in accordance with Hong Kong law. The courts of Hong Kong shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Term Sheet.

GENERAL

Company	Times China Holdings Limited (時代中國控股有限公司), a company incorporated in the Cayman Islands with limited liability, with its shares listed on The Stock Exchange of Hong Kong Limited with stock code 1233.
Group	<p>The Company and its Subsidiaries.</p> <p>“Subsidiary” means, with respect to any person, any corporation, association or other business entity which is “controlled” and consolidated by such person in accordance with GAAP.</p> <p>“control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.</p> <p>“GAAP” means generally accepted accounting principles in Hong Kong as in effect from time to time.</p>
Implementation Method	<p>The Company plans to implement the Restructuring through a scheme of arrangement in Hong Kong with recognition of the Scheme under Chapter 15 of Title 11 of the United States Code and to the extent that the Company and its advisers deem that it is necessary or advisable, through any other corporate action, legal proceedings or other procedure or step commenced for the primary purpose of implementing the Restructuring as agreed between the Company and the Super Majority Ad Hoc Group (each acting reasonably) (“Approved Restructuring Process”).</p> <p>The Restructuring is expected to involve a full release and discharge of the following persons in connection with: (i) the In-Scope Debt; (ii) actions taken, and omissions or circumstances occurring, on or prior to the RED with respect to the In-Scope Debt; and/or (iii) the negotiation, preparation, execution, sanction and/or implementation of the Restructuring, each save in the case of wilful misconduct, gross negligence, wilful default or fraud:</p> <ul style="list-style-type: none"> (a) the Obligors and their advisers; (b) the administrative parties in respect of the In-Scope Debt; (c) the directors / managers / officers (or equivalent) of the 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; and (d) the Ad Hoc Group and its advisers, <p>in exchange for the Restructuring Consideration (as defined below) in accordance with the terms of the composite documents to be circulated by the Company to the Scheme Creditors in relation to the Scheme (the “Scheme Documents”) and/or any Approved Restructuring Process.</p> <p>For the avoidance of doubt, the releases and discharges under this clause shall not extend to any liability of any adviser arising under a duty of care to its client and shall not prejudice any rights of any Scheme Creditor arising under the Scheme or any Restructuring Document (including as a consequence of non-compliance with the</p>

	terms of the Scheme or the Restructuring Documents) on and after the Scheme Effective Date.
Scheme Creditors (and each, a Scheme Creditor)	<p>The persons holding beneficial interests (or, with respect to the Existing Syndicated Loan, legal and beneficial interests) as principal in the following instruments as at the Record Time:</p> <ul style="list-style-type: none"> (a) the New York law-governed 6.6% senior notes due 2023 (ISIN: XS1725308859, Common Code: 172530885) (the “Existing November 2017 Notes”) issued by the Company. As at the date of the RSA, the aggregate principal amount of the Existing November 2017 Notes outstanding is US\$300.0 million; (b) the New York law-governed 6.75% senior notes due 2023 (ISIN: XS2027426027, Common Code: 202742602) (the “Existing July 2019 Notes”) issued by the Company. As at the date of the RSA, the aggregate principal amount of the Existing July 2019 Notes outstanding is US\$500.0 million; (c) the New York law-governed 6.75% senior notes due 2025 (ISIN: XS2198851482, Common Code: 219885148) (the “Existing July 2020 Notes”) issued by the Company. As at the date of the RSA, the aggregate principal amount of the Existing July 2020 Notes outstanding is US\$550.0 million; (d) the New York law-governed 6.2% senior notes due 2026 (ISIN: XS2234266976, Common Code: 223426697) (the “Existing September 2020 Notes”) issued by the Company. As at the date of the RSA, the aggregate principal amount of the Existing September 2020 Notes outstanding is US\$450.0 million; (e) the New York law-governed 5.75% senior notes due 2027 (ISIN: XS2282068142, Common Code: 228206814) (the “Existing January 2021 Notes”) issued by the Company. As at the date of the RSA, the aggregate principal amount of the Existing January 2021 Notes outstanding is US\$350.0 million; (f) the New York law-governed 5.55% senior notes due 2024 (ISIN: XS2348280962, Common Code: 234828096) (the “Existing June 2021 Notes”) issued by the Company. As at the date of the RSA, the aggregate principal amount of the Existing June 2021 Notes outstanding is US\$500.0 million; and (g) the Hong Kong law-governed US\$ and HK\$ dual-currency transferable term loan facility due 2023 (the “Existing Syndicated Loan”) borrowed by the Company. As at the date of the RSA, the aggregate principal amount of the Existing Syndicated Loan outstanding is US\$250.4 million, <p>(collectively, the “In-Scope Debt”).</p> <p>Notwithstanding the foregoing, the Company may, before the dispatch of the Scheme Documents to the Scheme Creditors, include any additional financial indebtedness in the In-Scope Debt as agreed between the Company and the Super Majority Ad Hoc Group.</p> <p>“Record Time” means the time designated by the Company for the determination of the claims of the Scheme Creditors for the purposes of voting at the Scheme Meeting.</p>

RESTRUCTURING OF THE IN-SCOPE DEBT

Restructuring Effective Date (“RED”)	The day on which all conditions precedent to the Restructuring have been satisfied or waived (as the case may be) in accordance with the terms of the Scheme, including the obtaining of all relevant approvals or consents.
Scheme Creditors’ Claims	<p>For the purpose of <u>voting</u> on the Scheme, the value of each Scheme Creditor’s claim shall be the sum of:</p> <p>(a) the outstanding principal amount of the In-Scope Debt held by such Scheme Creditor at the Record Time (together in aggregate, the “Scheme Creditors’ Principal Amount”, and with respect to each Scheme Creditor, the “Scheme Creditor Principal Amount”); and</p> <p>(b) all accrued and unpaid interest (including any default interest and other fees and charges) under the In-Scope Debt held by such Scheme Creditor up to (but excluding) the Record Time,</p> <p>(together in aggregate, the “Scheme Creditors’ Claims”, and with respect to each Scheme Creditor, the “Scheme Creditor Claim”).</p> <p>For the purpose of <u>distribution</u> of the Restructuring Consideration, the value of each “Scheme Creditor’s Entitlement” (with the aggregate amount of Scheme Creditors’ Entitlement of all Scheme Creditors, being the “Scheme Creditors’ Entitlements”) shall be the sum of:</p> <p>(a) its Scheme Creditor Principal Amount at the Record Time; and</p> <p>(b) all accrued and unpaid interest (but excluding any default interest and other fees and charges) under the In-Scope Debt held by such Scheme Creditor up to (but excluding) the earlier of (A) the RED and (B) the Reference Date (the “Accrued Interest”).</p> <p>“Reference Date” means 30 June 2025, which may be extended by the Company at its sole discretion to a date no later than 30 September 2025.</p>
Restructuring Consideration	<p>The Restructuring Consideration for each Scheme Creditor will consist of one or a combination of the options below (each an “Option” and collectively, the “Options”), in accordance with the Scheme Creditors’ election:</p> <p>(1) Option 1 - Each Scheme Creditor who elects or is reallocated to Option 1 shall be entitled to the following:</p> <p>(i) short term notes (the “Short Term Notes”) in a principal amount equal to 28.5% of its Scheme Creditor Principal Amount so elected by or reallocated to (as the case may be) such Scheme Creditor;</p> <p>(ii) upfront payment in cash in the amount of 1.5% of its Scheme Creditor Principal Amount so elected by or reallocated to (as the case may be) such Scheme Creditor;</p> <p>(iii) a <i>pro rata</i> share of certain new shares of the Company (the “New Shares”), which shall be allocated to such Scheme Creditor with reference to its Scheme Creditor Principal Amount elected by or reallocated to (as the case may be) such Scheme Creditor under this Option 1 as a percentage of the total Scheme Creditors’ Principal Amount elected by or reallocated to (as the case may be) all relevant Scheme Creditors under this Option 1. The aggregate number of the New Shares to be issued will be determined such that immediately</p>

after the issuance of the New Shares, the shareholding of Mr. Shum Chiu Hung (the “**Chairman**”) in the Company would be diluted to 30.1%, assuming (a) the MCBs (as defined below) are fully converted; (b) there is no other change to the Company’s share capital and (c) an exchange rate between USD and HKD of 7.8; and

- (iv) mandatory convertible bonds II (the “**MCBs II**”) in a principal amount equal to 30% of the Accrued Interest associated with its Scheme Creditor Principal Amount so elected by or reallocated to (as the case may be) such Scheme Creditor;

(collectively, the “**Option 1 Entitlement**”),

provided that the total Scheme Creditors’ Principal Amount elected by or reallocated to (as the case may be) for exchange under this Option 1 is subject to a maximum acceptance amount of US\$667 million (subject to any upward adjustment as may be agreed between the Company and the Super Majority Ad Hoc Group (as defined in the RSA), the “**Option 1 Maximum Acceptance Amount**”).

To the extent that the total Scheme Creditors’ Principal Amount elected or reallocated for exchange under this Option 1 exceeds the Option 1 Maximum Acceptance Amount, the Option 1 Entitlement shall be allocated to the relevant Scheme Creditors as follows (i) first, be allocated to the Scheme Creditors’ Principal Amount elected for exchange under Option 1 up to the Option 1 Maximum Acceptance Amount on a *pro rata basis*; and (ii) thereafter, to the extent that there is any remaining Option 1 Maximum Acceptance Amount following (i), be allocated on a *pro rata* basis to the Scheme Creditors’ Principal Amount elected for exchange under Option 2 that cannot be exchanged under Option 2 due to the Option 2 Maximum Acceptance Amount being met and the Scheme Creditors’ Principal Amount elected for exchange under Option 3 that cannot be exchanged under Option 3 due to the Option 3 Maximum Acceptance Amount being met that in each case has been reallocated to receive Option 1.

Any Scheme Creditors’ Principal Amount in respect of which Option 1 is elected that cannot be exchanged under Option 1 shall first be reallocated to Option 2 below for exchange (with priority assigned to the relevant Scheme Creditors’ Principal Amount being allocated to Option 2 over any Scheme Creditors’ Principal Amount elected directly for exchange under Option 2) until the Option 2 Maximum Acceptance Amount is met, and any remaining Scheme Creditors’ Principal Amount that cannot be exchanged under Option 1 and Option 2 shall be reallocated to Option 3 below for exchange.

- (2) **Option 2** - Each Scheme Creditor who elects or is reallocated to Option 2 shall be entitled to the following:

- (i) mandatory convertible bonds I that are convertible into new shares of the Company (the “**MCBs I**”, and together with the MCBs II, the “**MCBs**”) in a principal amount equal to 55% of its Scheme Creditor Principal Amount so elected by or reallocated to (as the case may be) such Scheme Creditor;
- (ii) medium term notes (the “**Medium Term Notes**”) in a principal amount equal to 45% of its Scheme Creditor Principal Amount so elected by or reallocated to (as the case may be) such Scheme Creditor; and

(iii) MCBs II in a principal amount equal to 45% of the Accrued Interest associated with its Scheme Creditor Principal Amount so elected by or reallocated to (as the case may be) such Scheme Creditor;

(collectively, the “**Option 2 Entitlement**”),

provided that the total Scheme Creditors’ Principal Amount elected or reallocated for exchange under this Option 2 is subject to a maximum acceptance amount of US\$1,834 million (subject to any upward adjustment as may be agreed between the Company and the Super Majority Ad Hoc Group, the “**Option 2 Maximum Acceptance Amount**”).

To the extent that the total Scheme Creditors’ Principal Amount elected or reallocated for exchange to this Option 2 exceeds the Option 2 Maximum Acceptance Amount, the Option 2 Entitlement shall (i) first be allocated to any Scheme Creditors’ Principal Amount elected for exchange under Option 1 but is reallocated to Option 2 pursuant to paragraph (1) above, and (ii) second, to Scheme Creditors electing Option 2 or electing Option 3 (in the latter case, not receiving Option 3 due to the Option 3 Maximum Acceptance Amount being met and being reallocated to receive Option 2 in accordance with paragraph (3) below), on a *pro rata* basis with reference to the total Scheme Creditors’ Principal Amount elected by or reallocated to all relevant Scheme Creditors to this Option 2.

Any Scheme Creditors’ Principal Amount in respect of which Option 2 is elected for that cannot be exchanged under Option 2 shall first be reallocated to Option 1 above for exchange until the Option 1 Maximum Acceptance Amount is met (if it is not already met), and any remaining Scheme Creditors’ Principal Amount that cannot be exchanged under Option 1 and Option 2 shall be reallocated to Option 3 below for exchange.

(3) **Option 3** - Each Scheme Creditor who elects or is allocated or reallocated to Option 3 shall be entitled to the following:

(i) long term notes (the “**Long Term Notes**”, and together with the Short Term Notes and the Medium Term Notes, the “**New Notes**”) in a principal amount equal to 100% of its Scheme Creditor Principal Amount so elected by or allocated or reallocated to (as the case may be) such Scheme Creditor under this Option 3; and

(ii) MCBs II in a principal amount equal to 100% of the Accrued Interest associated with its Scheme Creditor Principal Amount so elected by or allocated or reallocated to (as the case may be) such Scheme Creditor;

(collectively, the “**Option 3 Entitlement**”),

provided that the total Scheme Creditors’ Principal Amount elected or allocated or reallocated for exchange under this Option 3 is subject to a maximum acceptance amount of US\$400 million (subject to any upward adjustment as may be agreed between the Company and the Super Majority Ad Hoc Group, the “**Option 3 Maximum Acceptance Amount**”).

A Scheme Creditor who does not make any election will be allocated to Option 3, subject to the reallocation mechanism described below. Such Scheme Creditor will be assigned with a lower priority in terms of allocation among the Options (i.e., after Scheme Creditors who elect relevant Options).

	<p>To the extent that the total Scheme Creditors' Principal Amount elected, allocated or reallocated for exchange under this Option 3 exceeds the Option 3 Maximum Acceptance Amount, the Option 3 Entitlement shall be allocated to the relevant Scheme Creditors on a <i>pro rata</i> basis with reference to the total Scheme Creditors' Principal Amount elected by or allocated or reallocated to all relevant Scheme Creditors under this Option 3. Any Scheme Creditors' Principal Amount that cannot be exchanged under Option 3 shall first be reallocated to Option 1 above for exchange until the Option 1 Maximum Acceptance Amount is met (if it is not already met), and any remaining Scheme Creditors' Principal Amount that cannot be exchanged under Option 1 and Option 3 shall be reallocated to Option 2 above for exchange.</p>
Exchange Rate	<p>For the purpose of calculation of Scheme Creditors' Claims and the Restructuring Consideration, US\$1 shall be translated at a fixed rate of 7.8 Hong Kong dollars.</p>
Treatment of In-Scope Debt	<p>On the RED, all outstanding In-Scope Debt will be exchanged in full for the Restructuring Consideration and following such exchange, all In-Scope Debt shall be cancelled and all guarantees and security (if any) in connection with the In-Scope Debt will be released and extinguished.</p> <p>In the event that the RED is at a date which is later than the Reference Date, the interest on the In-Scope Debt will, for the purposes of calculating the original issue amount of the New Notes and/or the MCBs, only accrue up to (but excluding) the Reference Date.</p>
Consent Fee	<p>Early Consent Fee</p> <p>The Early Consent Fee shall be paid to the relevant Participating Creditor in accordance with the terms of the RSA, in an amount equal to 0.125% of aggregate principal amount of the Early Eligible Participating Debt held by such Participating Creditor as of the Record Time.</p> <p>Base Consent Fee</p> <p>The Base Consent Fee shall be paid to the relevant Participating Creditor in accordance with the terms of the RSA, in an amount equal to 0.05% of the aggregate principal amount of the Base Eligible Participating Debt held by such Participating Creditor as of the Record Time.</p> <p>For the avoidance of doubt, a Scheme Creditor may, subject to the satisfaction of conditions set forth in the RSA and this Term Sheet, receive either the Early Consent Fee or the Base Consent Fee in respect of a relevant Participating Debt, but not both.</p>
Conditions Precedent to the RED	<p>The following conditions must be satisfied or waived prior to or at the occurrence of the RED:</p> <p>(1) the obtaining of all relevant regulatory or shareholder approvals or other consents as are necessary for the Restructuring to take effect (including without limitation (i) delivery of respective court orders in respect of the Scheme and the Chapter 15 Order and (ii) registration with the National Development and Reform Commission of the PRC (the "NDRC") or such other status or arrangements as may be agreed between the Company and the</p>

	<p>Super Majority Ad Hoc Group in relation to the issuance of the New Notes and the MCBs);</p> <ol style="list-style-type: none"> (2) the obtaining of the relevant court sanction order(s) in respect of the Scheme and the Scheme becoming effective in accordance with its terms; (3) the appointment of the Monitoring Agent on major terms¹ reasonably acceptable to the Majority Ad Hoc Group; (4) the settlement in full of the Base Consent Fee and the Early Consent Fee on or prior to the RED; (5) the settlement of the AHG Work Fee that the Company is obliged to pay on or prior to the RED in accordance with the terms set out in the relevant fee letter; (6) the Majority Ad Hoc Group confirming (or Ad Hoc Group's Advisers confirming on behalf of the Majority Ad Hoc Group) that all the Restructuring Documents are in Agreed Form; (7) the execution by the parties thereto of the Shareholder Loan Amendment Agreement (as defined below); (8) the settlement in full of all professional fees that the Company agreed in writing to pay on or prior to the RED for implementation of the Restructuring; and (9) the satisfaction (or waiver, if any) of each of the specific conditions precedent contained in the Scheme Documents.
Conditions Subsequent to the RED	<p>Following the issuance of the New Shares and the MCBs 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 Shares and the MCBs with the China Securities Regulatory Commission.</p>
Subordination of Shareholder Loan	<p>The Shareholder Loan shall be subordinated in rights of payment to the New Notes and the MCBs. So long as any of the New Notes or the MCBs are outstanding, the Company shall:</p> <ol style="list-style-type: none"> (1) not make repayment of any principal of or interest on the Shareholder Loan and shall procure that no other person (to the extent within its control) shall make such a payment on its behalf; (2) not grant any new guarantees or other forms of credit enhancement for the Chairman's benefit and shall procure that no other person (to the extent within its control) provides any guarantee, quasi-security, security or other form of credit enhancement in respect of the Shareholder Loan; and (3) procure (to the extent within its control) that no direct or indirect transfer of legal title of or any economic interest in the Shareholder Loan occurs unless the transferee agrees to comply with the foregoing subordination arrangements in clauses (1) and (2) above, <p>and it shall be an Event of Default under any series of the New Notes if any of the above undertakings is not complied with.</p>

¹ **Note:** Such major terms include the scope and frequency of information provided to the Monitoring Agent and the form of the report of the Monitoring Agent.

The Company shall procure that (1) no financial indebtedness (other than listed instruments issued by the Company) is provided by the Chairman or any associate or connected person of the Chairman to any member of the Group other than the Company and (2) no guarantee, security, quasi-security or other form of credit enhancement is provided by any member of the Group in respect of such financial indebtedness provided to the Company. It shall be an Event of Default under the New Notes if any of the undertakings in this paragraph is not complied with.

On or prior to the RED, the Company and the spouse of the Chairman shall enter into an amendment agreement in relation to the Shareholder Loan (the “**Shareholder Loan Amendment Agreement**”) to the effect that with respect to the Shareholder Loan, (i) no payment under the Shareholder Loan shall be made for a period of 10 years after the earlier of the RED and the Reference Date and (ii) its maturity date shall be changed to a date falling at least 10 years after the earlier of the RED and the Reference Date. It shall be an undertaking in the indentures governing the New Notes that the Shareholder Loan Amendment Agreement shall not be further amended or supplemented without noteholders’ consent.

The Chairman and the spouse of the Chairman will enter into the requisite intercreditor documentation which will be agreed at long form documentation stage to provide for the subordination of the Shareholder Loan as described above as well as to provide that any new shareholder loan provided by the Chairman, the spouse of the Chairman or any associate or connected person of the Chairman will not be senior in right of payment to the New Notes or the MCBs or otherwise have priority over the New Notes or the MCBs.

“**Shareholder Loan**” means the US\$70.0 million loan lent to the Company by the spouse of the Chairman.

TERMS OF THE SHORT TERM NOTES

Capitalised terms used but not defined below will be defined in the indenture governing the Short Term Notes (the “Short Term Notes Indenture”), which shall substantially follow the meanings given to them in the indenture governing the Company’s Existing June 2021 Notes.

Issuer	The Company
Original Issue Date	The RED
Original Issue Amount	28.5% of the Scheme Creditors’ Principal Amount elected under Option 1 (subject to the Company’s allocation/reallocation, and adjustment pursuant to the Option 1 Maximum Acceptance Amount).
Tenor	3.5 years from the earlier of (i) the RED and (ii) the Reference Date.
Interest	<p>Interest shall start to accrue from the earlier of (i) the RED and (ii) the Reference Date and is payable semi-annually in arrears on the outstanding principal amount of the Short Term Notes at 4.0% per annum.</p> <p>Interest shall be paid in the following manner:</p> <p>(a) <i>during the first two years after the earlier of (i) the RED and (ii) the Reference Date:</i> interest in an amount equal to at least 1.0% per annum of the outstanding principal amount of the Short Term Notes shall be paid in cash, while the remaining portion of interest may be paid in cash or in kind at the election of the Company; and</p> <p>(b) <i>starting from the third year after the earlier of (i) the RED and (ii) the Reference Date:</i> all interest shall be paid in cash.</p>
Subsidiary Guarantors	Same as the Existing June 2021 Notes.
Collateral	Collateral under the Existing June 2021 Notes plus a charge over the Cash Sweep Account (as defined below).
Subordination/Intercreditor Arrangements	<p>In terms of payment of proceeds received by all holders of the New Notes or the MCBs from any insolvency proceeding or enforcement action against the common collateral:</p> <p>(a) The Short Term Notes will have priority over the Medium Term Notes, the Long Term Notes and the MCBs; and</p> <p>(b) The MCBs, the Medium Term Notes and the Long Term Notes shall rank <i>pari passu</i> in right of payments.</p> <p>Intercreditor documentation will be agreed at long form documentation stage to provide for the above arrangements and the mechanics of administering a common security package to be shared by the New Notes and the MCBs.</p>

Cash Sweep

The Company shall, subject to the satisfaction of CPs to the Specified Asset Cash Sweep, remit, or procure the remittance of 70% of the Net Consideration derived from any Specified Asset Sale to an offshore bank account (the “**Cash Sweep Account**”).

As soon as reasonably practicable and in any event within 60 days after the accumulated but unused Net Consideration in the Cash Sweep Account (the “**Allocation Amount**”) exceeds US\$30.0 million, the Allocation Amount shall be used as follows (the “**Cash Sweep**”):

- (a) for so long as any of the Short Term Notes remains outstanding, the Company shall apply the Allocation Amount to:
 - (i) first pay or reserve for payment of any principal of the Short Term Notes and/or cash interest under the terms of the New Notes that is or will be payable in the following six months;
 - (ii) if (x) there is any Allocation Amount remaining after deducting the amount of payment made or reserved for in accordance with paragraph (i) immediately above or (y) where no payment is made or reserved for pursuant to paragraph (i), for so long as no Event of Default has occurred and is continuing under the New Notes, repurchase the Short Term Notes through tender offers or other offers or purchases that are made to all holders of the Short Term Notes (subject to customary exclusions for compliance with the securities laws of relevant jurisdictions); and
 - (iii) if there is any Allocation Amount remaining after deducting the amount of payment made or reserved for in accordance with paragraphs (i) and (ii) immediately above, the Company shall use such remaining Allocation Amount to redeem the Short Term Notes at par plus accrued and unpaid interest;
- (b) after all Short Term Notes have been repaid and/or redeemed in full, and for so long as any of the Medium Term Notes or the MCBs remains outstanding, the Company shall apply the Allocation Amount to:
 - (i) pay or reserve for payment of any principal of the Medium Term Notes and/or cash interest under the terms of the New Notes that is or will be payable in the following six months and, if there is a continuing Mandatory Conversion Suspension Event (as defined below), all outstanding principal under the MCBs;
 - (ii) if (x) there is any Allocation Amount remaining after deducting the amount of payment made or to be reserved for in accordance with paragraph (i) immediately above or (y) where no payment is made or to be made or reserved for pursuant to paragraph (i), for so long as no Event of Default has occurred and is continuing under the New Notes, repurchase the Medium Term Notes through tender offers or other offers or purchases that are made to all holders of the Medium Term Notes (subject to customary exclusions for compliance with the securities laws of relevant jurisdictions); and
 - (iii) if there is any Allocation Amount remaining after deducting the amount of payment made or reserved for in accordance with paragraphs (i) and (ii) immediately above, the Company shall use such remaining Allocation Amount to redeem the Medium Term Notes at par plus accrued and unpaid interest;

- (c) after all Short Term Notes, Medium Term Notes and the MCBs have been repaid and/or redeemed in full, the Company shall apply the Allocation Amount to:
- (i) pay or reserve for payment of any principal of the Long Term Notes and/or cash interest under the terms of the New Notes that is or will be payable in the following six months;
 - (ii) if (x) there is any Allocation Amount remaining after deducting the amount of payment made or to be made or reserved for in accordance with paragraph (i) immediately above or (y) where no payment is made or reserved for pursuant to paragraph (i), for so long as no Event of Default has occurred and is continuing under the New Notes, repurchase the Long Term Notes through tender offers or other offers or purchases that are made to all holders of the Long Term Notes (subject to customary exclusions for compliance with the securities laws of relevant jurisdictions); and
 - (iii) if there is any Allocation Amount remaining after deducting the amount of payment made or reserved for in accordance with paragraphs (i) and (ii) immediately above, the Company shall use such remaining Allocation Amount to redeem the Long Term Notes at par plus accrued and unpaid interest.

Notwithstanding the above, the Company shall not pay any cash interest under the Medium Term Notes and the Long Term Notes when any of the following event occurs and is continuing:

- (a) any acceleration or declaration of any principal due and immediately payable under the Short Term Notes; and
- (b) the occurrence of any Event of Default under the Short Term Notes as a result of insolvency proceedings.

“Available Portion” means with respect to any Specified Asset, such Specified Asset excluding the pre-sold but not yet delivered portion as of the Original Issue Date.

“CPs to the Specified Asset Cash Sweep” means: (A) the Company and the relevant Subsidiaries are in receipt of all relevant regulatory, judicial and/or governmental approvals and/or consent from third parties necessary for the Cash Sweep to be effected; (B) all relevant regulatory, judicial or government restrictions on the Company and any relevant Subsidiary preventing them from effecting the Cash Sweep have been lifted; (C) all orders, requirements and requests from regulatory, judicial or government authorities which satisfaction is necessary for the Cash Sweep to be effected have been satisfied; and (D) no notice, order, judgment, action or proceeding of any court, arbitrator, governmental authority, statutory or regulatory body has been served, issued or made which restricts remittance by the Company or relevant member of the Group of any Net Consideration offshore to conduct the Cash Sweep.

“Net Consideration” means the Net Proceeds that are actually received by the Company and its Subsidiaries and to the extent attributable to the Company, based on the Company’s effective holding in the Specified Assets (which, as of the date of this Term Sheet, is listed in Schedule 1 hereto).

“Net Proceeds” means with respect to any Specified Asset Sale, the cash proceeds of such Specified Asset Sale, net of (but without double counting and/or duplication of

such deduction) (to be tested and calculated on a semi-annual or quarterly basis after the RED, each day on which such testing and calculation is made being a “**Calculation Day**”):

- (a) actual brokerage commissions, land and construction related cost, project design and development cost, operational cost and other necessary expenses (including fees and expenses of professional parties) related to, arising from or in connection with any Specified Asset, such Specified Asset Sale and the application of the proceeds of such Specified Asset Sale;
- (b) provisions for all taxes and other regulatory fees or charges (whether or not such taxes, regulatory fees or charges will actually be paid or are payable) in connection with such Specified Asset Sale without regard to the consolidated results of operations of the Company and any member of the Group, taken as a whole;
- (c) any amount required or requested by PRC government bodies and/or under such applicable PRC law, rules, regulations, policies or measures to be deposited in a designated account or used for other purposes, which is not freely transferrable or disposable by the Company;
- (d) amounts under indebtedness or any other liability or obligation outstanding at the time of such Specified Asset Sale (x) secured by a lien on the property or assets directly or indirectly sold under such Specified Asset Sale, (y) required or necessary to be paid as a result of or in connection with such sale or the performance of the Cash Sweep, or (z) incurred to fund the development or operation of the project to which such Specified Asset belongs excluding, for the avoidance of doubt, any liability or obligation that relates any project or part of a project that is at the Calculation Date not under development, in each case including any refinancing, replacement, substitute and/or exchange thereof and related refinancing costs;
- (e) appropriate amounts to be provided by the Company or any member of the Group as a reserve, made reasonably and in good faith (x) to maintain development and operation of the project to which such Specified Asset belongs other than, for the avoidance of doubt, any project or part of a project that is at the Calculation Date not under development, or (y) against any liabilities associated with, or incurred by the Company or any member of the Group that directly or indirectly owns, such Specified Asset, which liabilities arose as a result of the Company or the relevant member of the Group’s ownership, development or sale of any of the Specified Assets, in each case of limbs (x) and (y) above, including, without limitation, employment benefit liabilities, amounts due to contractors, suppliers or service providers, development and operating costs, liabilities related to environmental matters, and liabilities under any indemnification obligations related to or arising from such Specified Asset Sale;
- (f) in each case to the extent established to the Monitoring Agent’s reasonable satisfaction (with the applicable mechanic to be agreed between the Company and the Majority Ad Hoc Group in the long-form documentation), (x) amounts under any financial indebtedness outstanding on the relevant Calculation Day to the extent incurred to fund the development or operation of any other Specified Assets (whether within the same project or otherwise) that (A) are under development as of the relevant Calculation Day or (B) pursuant to any applicable law, rule, regulation, governmental order or judicial order in the PRC or as required by any PRC government body, should be developed by the Group, and (y) appropriate amounts to be provided by the Company or any

	<p>member of the Group as a reserve, made reasonably and in good faith to fund the development costs of any other Specified Assets (whether within the same project or otherwise) that (A) are under development as of the relevant Calculation Day or (B) pursuant to any applicable law, rule, regulation, governmental order or judicial order in the PRC or as required by any PRC government body, should be developed by the Group; and</p> <p>(g) any other indebtedness as may be agreed between the Company and the Majority Ad Hoc Group.</p> <p>“Specified Asset Sale” means any sale, transfer or disposal of any Specified Asset, directly or indirectly, by the Company or the relevant Subsidiary on or after the Original Issue Date, other than any sale, transfer or disposal to any member of the Group that, in the Company’s good faith belief, is unlikely to materially decrease the Net Proceeds that will be received by the Company and/or its Subsidiaries under the Cash Sweep. The other requirements applicable to Specified Asset Sales are to be agreed as part of the long-form documentation.</p> <p>“Specified Assets” means the Available Portion, as well as any buildings and work-in-progress construction of such Available Portion, of at least the projects listed in Schedule 1 hereto (with the project list to be agreed between the Company and the Super Majority Ad Hoc Group in the long form documentation), <i>provided</i> that if the Company or any member of the Group receives any non-cash consideration from any Specified Asset Sale, such non-cash consideration will form part of the Specified Assets.</p>
<p>Monitoring Agent</p>	<p>On or prior to the RED, the Company shall appoint a whitelist firm (such whitelist to be further agreed between the Company and the Majority Ad Hoc Group in the long-form documentation) to act as monitoring agent (the “Monitoring Agent”) on major terms reasonably acceptable to the Majority Ad Hoc Group at the Company’s own costs. The Monitoring Agent’s appointment shall cease once the New Notes and the MCBs have been fully repaid and/or redeemed.</p> <p>The Monitoring Agent will monitor the Group’s compliance with the cash sweep undertakings described in the “Cash Sweep” section of this Term Sheet. For as long as the New Notes or the MCBs remain outstanding, the Company shall provide the Monitoring Agent with information relating to Specified Asset Sales consummated on a quarterly or semi-annually basis. The scope of information and frequency of information provision shall be agreed between the Company and the Majority Ad Hoc Group in the long-form documentation. The Short Term Notes Indenture will include an undertaking that the Company will comply with key aspects relevant to the engagement of the Monitoring Agent (with the list of such key aspects to be agreed in the long-form documentation) and a failure to comply with such undertaking will constitute an event of default under the New Notes subject to any grace period as may be agreed in the long-form documentation.</p>
<p>Restrictive Covenants</p>	<p>Substantially follow those in the Existing June 2021 Notes, but to be amended: (i) to lower the minimum holding threshold of Permitted Holders from 50.1% to 20.1% in subparagraph (2) of “Change of Control” definition; and (ii) as further agreed between the Company and the Majority Ad Hoc Group when negotiating the long-form documentation.</p>
<p>Replacement of Trustee</p>	<p>Beneficial holders of at least 25% in principal amount of the outstanding Short Term Notes may remove the trustee and appoint a successor trustee. The Company shall</p>

	not be entitled to object to the appointment of such successor trustee and shall enter into the requisite documentation to facilitate the appointment of such successor trustee.
Amendments with Consent of Holders	The amendment provision under the Short Term Notes will be similar to those in the Existing June 2021 Notes, except that any modification, amendment or waiver requiring the consent of each holder affected thereby shall be amended to require the consent of the holders of not less than 75% in aggregate outstanding principal amount of the Short Term Notes.
Events of Default	<p>To be agreed in final documentation between the Company and the Majority Ad Hoc Group but the events of default provision under the Short Term Notes will carve out any default or event of default arising or resulting from or related to:</p> <p>(i) any Excluded Offshore Indebtedness, <i>provided</i> that such carve-out will apply only until 31 March 2026, and such carve-out shall automatically cease to apply in respect of any Excluded Offshore Indebtedness to the extent that any winding-up petition has been filed against the Company in respect of such Excluded Offshore Indebtedness with the competent court for so long such winding-up petition has not been dismissed or stayed; and</p> <p>(ii) (A) indebtedness or obligations in aggregate outstanding amount not exceeding US\$3 million;</p> <p>(B) any judgment or order for payment of money that are not paid or discharged and the aggregate amount not paid or discharged under all such judgments or orders does not exceed US\$3 million; or</p> <p>(C) any insolvency proceeding and/or other circumstances arising or resulting from any indebtedness or obligation having an aggregate outstanding amount of not more than US\$3 million,</p> <p>in each case of (A), (B) and (C) above, that is occurring outside the PRC with respect to non-PRC Subsidiaries of the Company and is existing as of the Original Issue Date.</p> <p>“Excluded Offshore Indebtedness” means <i>[Redacted]</i>, <i>[Redacted]</i> or <i>[Redacted]</i>; <i>provided, however</i>, that any such indebtedness for which the Company or the relevant Subsidiary has after the Original Issue Date cured, acquired waivers in respect of or otherwise resolved continuing events of default shall cease to constitute Excluded Offshore Indebtedness.</p> <p>“<i>[Redacted]</i>” means HKD denominated variable rate loan made available to Angel Smooth Limited pursuant to the facility agreement dated March 15, 2017, as amended and supplemented from time to time, including any refinancing, replacement, substitute and/or exchange thereof.</p> <p>“<i>[Redacted]</i>” means USD denominated loan made available to Eminent Will Limited pursuant to the loan agreement dated December 21, 2020, as amended and supplemented from time to time, including any refinancing, replacement, substitute and/or exchange thereof.</p>

	<p>“[Redacted]” means 5.0% Senior Notes due 2028 issued by the Company pursuant to the indenture dated December 22, 2023, as amended and supplemented from time to time, including any refinancing, replacement, substitute and/or exchange thereof.</p> <p>Additionally, from the Original Issue Date until the third anniversary of the earlier of the RED and the Reference Date, no event of default will occur to the extent that it arises or results from or is related to any indebtedness, judgment or order for payment of money, insolvency proceeding and/or other circumstances occurring in the PRC with respect to PRC Subsidiaries of the Company.</p> <p>Upon the occurrence of any event of default as a result of failure to pay principal or interest under the Short Term Notes, the Company shall issue additional Short Term Notes in an aggregate principal amount equal to 1/3 of the then outstanding principal amount of the Short Term Notes immediately before such issuance, which shall be allocated to the holders of then outstanding Short Term Notes on a pro rata basis and shall enter into the requisite documentation to ensure that such Short Term Notes shall have the benefit of the same guarantee and security package as the existing Short Term Notes as detailed above.</p>
Transfer Restrictions	<p>The Short Term Notes will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S under the Securities Act (“Regulation S”)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.</p>
Form, Denomination and Registration	<p>The Short Term Notes will be issued only in fully registered form and will be initially represented by one or more global notes. The minimum denomination of the Short Term Notes will be US\$1 and integral multiples of US\$1 in excess thereof.</p>
Listing	<p>Application will be made for the listing and quotation of the Short Term Notes on an internationally recognized exchange. The Company will use reasonable best efforts to procure the listing of the Short Term Notes on such internationally recognized exchange within 30 days after the RED.</p>
Governing law and Jurisdiction	<p>The Short Term Notes and the Short Term Notes Indenture will be governed by and will be construed in accordance with the laws of the State of New York.</p> <p>U.S. federal and New York state courts located in the Borough of Manhattan, The City of New York are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Short Term Notes and the Short Term Notes Indenture.</p> <p>The New Security Documents will be governed by the laws of the jurisdictions where the relevant Collateral is held or located.</p>

TERMS OF THE MEDIUM TERM NOTES

*Capitalised terms used but not defined below will be defined in the indenture governing the Medium Term Notes (the “**Medium Term Notes Indenture**”), which shall substantially follow the meanings given to them in the indenture governing the Company’s Existing June 2021 Notes.*

Issuer	The Company					
Original Issue Date	The RED					
Original Issue Amount	45% of the Scheme Creditors’ Principal Amount elected under Option 2 (subject to the Company’s allocation/reallocation, and adjustment pursuant to the Option 2 Maximum Acceptance Amount).					
Tenor	7 years from the earlier of (i) the RED and (ii) the Reference Date					
Interest	<p>Interest starts to accrue from the earlier of (i) the RED and (ii) the Reference Date and is payable semi-annually in arrears on the outstanding principal amount of the Medium Term Notes at 4.2% per annum.</p> <p>Interest shall be paid in the following manner:</p> <p>(a) <i>during the first year after the earlier of (i) the RED and (ii) the Reference Date:</i> interest may be paid in cash or in kind, at the election of the Company;</p> <p>(b) <i>with respect to the second and third years after the earlier of (i) the RED and (ii) the Reference Date:</i> interest may be paid in cash or in kind, at the election of the Company, <i>provided</i> that interest of at least 0.3% per annum of the then outstanding principal amount of the Medium Term Notes shall be paid in cash on each of the 24th-month anniversary and 36th-month anniversary of the earlier of (i) the RED and (ii) the Reference Date; and</p> <p>(c) <i>starting from the fourth year after the earlier of (i) the RED and (ii) the Reference Date:</i> all interest shall be paid in cash.</p>					
Subsidiary Guarantors	Please refer to the equivalent section above in the “Terms of the Short Term Notes”					
Collateral	Please refer to the equivalent section above in the “Terms of the Short Term Notes”					
Subordination/Intercreditor Arrangements	Please refer to the equivalent section above in the “Terms of the Short Term Notes”					
Mandatory Redemption	<p>On each redemption date set forth below (each, a “MTN Mandatory Redemption Date”), the Company shall redeem at least the MTN Minimum Principal Amount (as defined below) at a redemption price equal to 100% of the principal amount of the Medium Term Notes thereof plus accrued and unpaid interest, if any, to (but excluding) the relevant MTN Mandatory Redemption Date as set forth below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">MTN Mandatory Redemption Date</th> <th style="width: 50%; text-align: center;">Required principal amount (on cumulative basis)</th> </tr> </thead> <tbody> <tr> <td>The date falling 48 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td>2% of the original issue amount of the Medium Term Notes</td> </tr> </tbody> </table>		MTN Mandatory Redemption Date	Required principal amount (on cumulative basis)	The date falling 48 months after the earlier of (i) the RED and (ii) the Reference Date	2% of the original issue amount of the Medium Term Notes
MTN Mandatory Redemption Date	Required principal amount (on cumulative basis)					
The date falling 48 months after the earlier of (i) the RED and (ii) the Reference Date	2% of the original issue amount of the Medium Term Notes					

	<table border="1"> <tr> <td>The date falling 54 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td>6% of the original issue amount of the Medium Term Notes</td> </tr> <tr> <td>The date falling 60 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td>14% of the original issue amount of the Medium Term Notes</td> </tr> <tr> <td>The date falling 66 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td>22% of the original issue amount of the Medium Term Notes</td> </tr> <tr> <td>The date falling 72 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td>34% of the original issue amount of the Medium Term Notes</td> </tr> <tr> <td>The date falling 78 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td>64% of the original issue amount of the Medium Term Notes</td> </tr> </table>	The date falling 54 months after the earlier of (i) the RED and (ii) the Reference Date	6% of the original issue amount of the Medium Term Notes	The date falling 60 months after the earlier of (i) the RED and (ii) the Reference Date	14% of the original issue amount of the Medium Term Notes	The date falling 66 months after the earlier of (i) the RED and (ii) the Reference Date	22% of the original issue amount of the Medium Term Notes	The date falling 72 months after the earlier of (i) the RED and (ii) the Reference Date	34% of the original issue amount of the Medium Term Notes	The date falling 78 months after the earlier of (i) the RED and (ii) the Reference Date	64% of the original issue amount of the Medium Term Notes
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The date falling 78 months after the earlier of (i) the RED and (ii) the Reference Date	64% of the original issue amount of the Medium Term Notes										
	<p>Any remaining balance of the principal amount under the Medium Term Notes, plus accrued and unpaid interest, shall be paid on the maturity date of the Medium Term Notes.</p> <p>“MTN Minimum Principal Amount” means, with respect to any MTN Mandatory Redemption Date, 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 MTN Mandatory Redemption Date <i>minus</i> (ii) the aggregate principal amount of the Medium Term Notes redeemed from the original issue date up to but excluding the relevant MTN Mandatory Redemption Date pursuant to the terms of the Medium Term Notes Indenture (“MTN Permitted Redemption”), <i>provided</i> that such MTN Permitted Redemption was on a pro rata basis in respect of all Medium Term Notes then outstanding at the time when such MTN Permitted Redemption took place (including without limitation any redemption pursuant to the Cash Sweep).</p>										
Cash Sweep and Monitoring Agent	For Cash Sweep, please refer to the equivalent section above in the “Terms of the Short Term Notes” which will apply to the extent applicable and relevant to the Medium Term Notes. For Monitoring Agent, same as the Short Term Notes.										
Restrictive Covenants	Same as the Short Term Notes										
Replacement of Trustee	Same as the Short Term Notes										
Amendments with Consent of Holders	Same as the Short Term Notes										
Events of Default	Same as the Short Term Notes										
Transfer Restrictions	The Medium Term Notes will not be registered under the Securities Act or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.										

Form, Denomination and Registration	The Medium Term Notes will be issued only in fully registered form and will be initially represented by one or more global notes. The minimum denomination of the Medium Term Notes will be US\$1 and integral multiples of US\$1 in excess thereof.
Listing	Application will be made by the Company for the listing and quotation of the Medium Term Notes on an internationally recognized exchange. The Company will use reasonable best efforts to procure the listing of the Medium Term Notes on such internationally recognized exchange within 30 days after the RED.
Governing law and Jurisdiction	<p>The Medium Term Notes and the Medium Term Notes Indenture will be governed by and will be construed in accordance with the laws of the State of New York.</p> <p>U.S. federal and New York state courts located in the Borough of Manhattan, The City of New York are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Medium Term Notes and the Medium Term Notes Indenture.</p> <p>The New Security Documents will be governed by the laws of the jurisdictions where the relevant Collateral is held or located.</p>

TERMS OF THE LONG TERM NOTES

*Capitalised terms used but not defined below will be defined in the indenture governing the Long Term Notes (the “**Long Term Notes Indenture**”), which shall substantially follow the meanings given to them in the indenture governing the Company’s Existing June 2021 Notes.*

Issuer	The Company
Original Issue Date	The RED
Original Issue Amount	The Scheme Creditors’ Principal Amount elected under Option 3 (subject to the Company’s allocation/reallocation, and adjustment pursuant to the Option 3 Maximum Acceptance Amount).
Tenor	8 years from the earlier of (i) the RED and (ii) the Reference Date, <i>provided</i> that the Company shall have an option to extend the maturity of the Long Term Notes for up to two years.
Interest	<p>Interest starts to accrue from the earlier of (i) the RED and (ii) the Reference Date and is payable semi-annually in arrears on the outstanding principal amount of the Long Term Notes at 4.5% per annum.</p> <p>Interest shall be paid in the following manner:</p> <p>(a) <i>during the first five years after the earlier of (i) the RED and (ii) the Reference Date:</i> interest may be paid in cash or in kind, at the election of the Company; and</p> <p>(b) <i>starting from the sixth year the earlier of (i) the RED and (ii) the Reference Date:</i> all interest shall be paid in cash.</p>
Subsidiary Guarantors	Please refer to the equivalent section above in the “Terms of the Short Term Notes”
Collateral	Please refer to the equivalent section above in the “Terms of the Short Term Notes”
Subordination/Intercreditor Arrangements	Please refer to the equivalent section above in the “Terms of the Short Term Notes”

Mandatory Redemption	<p>On each redemption date set forth below (each, a “LTN Mandatory Redemption Date”), the Company shall redeem at least the LTN Minimum Principal Amount (as defined below) at a redemption price equal to 100% of the principal amount of the Long Term Notes thereof plus accrued and unpaid interest, if any, to (but excluding) the relevant LTN Mandatory Redemption Date as set forth below:</p> <table border="1" data-bbox="430 414 1428 929"> <thead> <tr> <th data-bbox="430 414 957 504">LTN Mandatory Redemption Date</th> <th data-bbox="957 414 1428 504">Required principal amount (on cumulative basis)</th> </tr> </thead> <tbody> <tr> <td data-bbox="430 504 957 593">The date falling 66 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td data-bbox="957 504 1428 593">2% of the original issue amount of the Long Term Notes</td> </tr> <tr> <td data-bbox="430 593 957 683">The date falling 72 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td data-bbox="957 593 1428 683">6% of the original issue amount of the Long Term Notes</td> </tr> <tr> <td data-bbox="430 683 957 772">The date falling 78 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td data-bbox="957 683 1428 772">10% of the original issue amount of the Long Term Notes</td> </tr> <tr> <td data-bbox="430 772 957 862">The date falling 84 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td data-bbox="957 772 1428 862">14% of the original issue amount of the Long Term Notes</td> </tr> <tr> <td data-bbox="430 862 957 929">The date falling 90 months after the earlier of (i) the RED and (ii) the Reference Date</td> <td data-bbox="957 862 1428 929">18% of the original issue amount of the Long Term Notes</td> </tr> </tbody> </table> <p>Any remaining balance of the principal amount under the Long Term Notes, plus accrued and unpaid interest, shall be paid on the maturity date of the Long Term Notes.</p> <p>“LTN Minimum Principal Amount” means, with respect to any LTN Mandatory Redemption Date, 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 LTN Mandatory Redemption Date <i>minus</i> (ii) the aggregate principal amount of the Long Term Notes redeemed from the original issue date up to but excluding the relevant LTN Mandatory Redemption Date pursuant to the terms of the Long Term Notes Indenture (“LTN Permitted Redemption”), <i>provided</i> that such LTN Permitted Redemption was on a pro rata basis in respect of all Long Term Notes then outstanding at the time when such LTN Permitted Redemption took place (including without limitation any redemption pursuant to the Cash Sweep).</p>	LTN Mandatory Redemption Date	Required principal amount (on cumulative basis)	The date falling 66 months after the earlier of (i) the RED and (ii) the Reference Date	2% of the original issue amount of the Long Term Notes	The date falling 72 months after the earlier of (i) the RED and (ii) the Reference Date	6% of the original issue amount of the Long Term Notes	The date falling 78 months after the earlier of (i) the RED and (ii) the Reference Date	10% of the original issue amount of the Long Term Notes	The date falling 84 months after the earlier of (i) the RED and (ii) the Reference Date	14% of the original issue amount of the Long Term Notes	The date falling 90 months after the earlier of (i) the RED and (ii) the Reference Date	18% of the original issue amount of the Long Term Notes
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Cash Sweep and Monitoring Agent	<p>For Cash Sweep, please refer to the equivalent section above in the “Terms of the Short Term Notes” which will apply to the extent applicable and relevant to the Long Term Notes. For Monitoring Agent, same as the Short Term Notes.</p>												
Restrictive Covenants	<p>Same as the Short Term Notes</p>												
Replacement of Trustee	<p>Same as the Short Term Notes</p>												
Amendments with Consent of Holders	<p>Same as the Short Term Notes</p>												
Events of Default	<p>Same as the Short Term Notes</p>												
Transfer Restrictions	<p>The Long Term Notes will not be registered under the Securities Act or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S) except pursuant to an</p>												

	exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.
Form, Denomination and Registration	The Long Term Notes will be issued only in fully registered form and will be initially represented by one or more global notes. The minimum denomination of the Long Term Notes will be US\$1 and integral multiples of US\$1 in excess thereof.
Listing	Application will be made by the Company for the listing and quotation of the Long Term Notes on an internationally recognized exchange. The Company will use reasonable best efforts to procure the listing of the Long Term Notes on such internationally recognized exchange within 30 days after the RED.
Governing law and Jurisdiction	<p>The Long Term Notes and the Long Term Notes Indenture will be governed by and will be construed in accordance with the laws of the State of New York.</p> <p>U.S. federal and New York state courts located in the Borough of Manhattan, The City of New York are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Long Term Notes and the Long Term Notes Indenture.</p> <p>The New Security Documents will be governed by the laws of the jurisdictions where the relevant Collateral is held or located.</p>

TERMS OF THE MANDATORY CONVERTIBLE BONDS I

Issuer	The Company
Original Issue Date	The RED
Securities	The MCBs I are convertible into ordinary shares of the Company (the “ Shares ”)
Original Issue Amount	<p>55% of the Scheme Creditors’ Principal Amount elected under Option 2 (subject to the Company’s allocation/reallocation, and adjustment pursuant to the Option 2 Maximum Acceptance Amount).</p> <p>The original issue amount of MCBs I shall not exceed US\$1,008 million.</p>
Tenor	1.5 years from the earlier of (i) the RED and (ii) the Reference Date
Interest	Nil
Subsidiary Guarantors	Please refer to the equivalent section above in the “Terms of the Short Term Notes”
Collateral	Please refer to the equivalent section above in the “Terms of the Short Term Notes”
MCBs I Conversion Price	The MCBs I Conversion Price shall be HK\$6 per Share, subject to adjustments as set forth below.
Adjustments to MCBs I Conversion Price	The MCBs I Conversion Price may be adjusted in certain circumstances including stock split, consolidation, dividend and new equity issuance at less than certain issue price below market price.
Voluntary Conversion and Mandatory Conversion	<p>Voluntary Conversion:</p> <p>The MCBs I may be voluntarily converted by any holder of MCBs I to Shares by delivering a conversion notice to convert all or part of the MCBs I held by such holder at any time prior to the maturity date of the MCBs I.</p> <p>Mandatory Conversion:</p> <p>The MCBs I that remain outstanding after any voluntary conversion above shall be mandatorily converted into Shares at the maturity date of the MCBs I.</p> <p>Mandatory conversion should be suspended upon the following (each a “Mandatory Conversion Suspension Event”):</p> <ol style="list-style-type: none"> (1) any default in scheduled payment of principal or interest under any of the New Notes; (2) until such acceleration is rescinded, declaration of acceleration of any principal and accrued and unpaid interest of the New Notes immediately due and payable after the occurrence of an event of default in accordance with the terms of the indentures governing the New Notes; and/or (3) until such event of default is discontinued or waived, the occurrence of an event of default under the New Notes triggered by cross defaults of

	<p>indebtedness in accordance with the terms of the indentures governing the New Notes,</p> <p><i>provided</i> that mandatory conversion shall resume when the above events cease to exist or continue.</p>
Fixed Exchange Rate	On any conversion into the Shares, US\$1 in principal amount of the MCBs I shall be translated at a fixed rate of 7.8 Hong Kong dollars.
Form, Denomination and Registration	<p>The MCBs I will be issued only in fully registered form and will be initially represented by one or more global certificates.</p> <p>The minimum denomination will be US\$1 and integral multiples of US\$1 in excess thereof.</p>
Transfer Restrictions	The MCBs I will not be registered under the Securities Act or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.
Amendments with Consent of the Holders	<p>Any amendments or waivers relating to money terms conversion or security amendments in respect of the MCBs I shall only be made or take effect if:</p> <p>(a) approved by at least 66% by value of the votes cast at a validly convened meeting of holders of the MCBs I, which is attended by two or more holders representing no less than 66 2/3% of the outstanding principal amount of the MCBs I at the time or (if such meeting is adjourned for lack of a quorum) at the adjourned meeting, which is attended by two or more holders representing no less than 50% of the outstanding principal amount of the MCBs I at the time; or</p> <p>(b) approved, by way of a written resolution or electronic consents, signed or otherwise approved by holders of the MCBs I representing no less than 75% of the outstanding principal amount of the MCBs I.</p> <p>Details are to be discussed and agreed in the long form documentation.</p>
Listing	Application will be made for the listing and quotation of the MCBs I on an internationally recognized exchange. The Company will use reasonable best efforts to procure the listing of the MCBs I on such internationally recognized exchange within 30 days after the RED.
Governing Law and Jurisdiction	<p>The MCBs I and the trust deed governing the MCBs I will be governed by and will be construed in accordance with the laws of Hong Kong.</p> <p>Hong Kong courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the MCBs I and the trust deed governing the MCBs I.</p> <p>The New Security Documents will be governed by the laws of the jurisdictions where the relevant Collateral is held or located.</p>

TERMS OF THE MANDATORY CONVERTIBLE BONDS II

Issuer	The Company
Original Issue Date	The RED
Securities	The MCBs II are convertible into the Shares.
Original Issue Amount	<p>An amount equal to the sum of:</p> <ul style="list-style-type: none"> (a) 30% of the Accrued Interest associated with the Scheme Creditor Principal Amount elected under Option 1; (b) 45% of the Accrued Interest associated with the Scheme Creditor Principal Amount elected under Option 2; and (c) 100% of the Accrued Interest associated with the Scheme Creditor Principal Amount elected under Option 3, <p>in each case, subject to the Company's allocation/reallocation.</p>
Tenor	1.5 years from the earlier of (i) the RED and (ii) the Reference Date
Interest	Nil
Subsidiary Guarantors	Please refer to the equivalent section above in the "Terms of the Short Term Notes"
Collateral	Please refer to the equivalent section above in the "Terms of the Short Term Notes"
MCBs II Conversion Price	The MCBs II Conversion Price shall be HK\$10 per Share, subject to adjustments as set forth below.
Adjustments to MCBs II Conversion Price	The MCBs II Conversion Price may be adjusted in certain circumstances including stock split, consolidation, dividend and new equity issuance at less than certain issue price below market price.
Voluntary Conversion and Mandatory Conversion	<p>Voluntary Conversion:</p> <p>The MCBs II may be voluntarily converted by any holder of MCBs II into Shares by delivering a conversion notice to convert all or part of the MCBs II held by such holder at any time prior to the maturity date of the MCBs II.</p> <p>Mandatory Conversion:</p> <p>The MCBs II that remain outstanding after any voluntary conversion above shall be mandatorily converted into Shares at the maturity date of the MCBs II.</p> <p>Mandatory conversion should be suspended upon a Mandatory Conversion Suspension Event, <i>provided</i> that mandatory conversion shall resume when such event ceases to exist or continue.</p>
Fixed Exchange Rate	On any conversion into the Shares, US\$1 in principal amount of the MCBs II shall be translated at a fixed rate of 7.8 Hong Kong dollars.

Form, Denomination and Registration	<p>The MCBs II will be issued only in fully registered form and will be initially represented by one or more global certificates.</p> <p>The minimum denomination will be US\$1 and integral multiples of US\$1 in excess thereof.</p>
Transfer Restrictions	<p>The MCBs II 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.</p>
Amendments with Consent of the Holders	<p>Any amendments or waivers relating to money terms conversion or security amendments in respect of the MCBs II shall only be made or take effect if:</p> <ul style="list-style-type: none"> (a) approved by at least 66% by value of the votes cast at a validly convened meeting of holders of the MCBs II, which is attended by two or more holders representing no less than 66 2/3% of the outstanding principal amount of the MCBs II at the time or (if such meeting is adjourned for lack of quorum) at the adjourned meeting, which is attended by two or more holders representing no less than 50% of the outstanding principal amount of the MCBs II at the time; or (b) approved, by way of a written resolution or electronic consents, signed or otherwise approved by holders of the MCBs II representing no less than 75% of the outstanding principal amount of the MCBs II. <p>Details are to be discussed and agreed in the long form documentation.</p>
Listing	<p>Application will be made for the listing and quotation of the MCBs II on an internationally recognized exchange. The Company will use reasonable best efforts to procure the listing of the MCBs II on such internationally recognized exchange within 30 days after the RED.</p>
Governing Law and Jurisdiction	<p>The MCBs II and the trust deed governing the MCBs II will be governed by and will be construed in accordance with the laws of Hong Kong.</p> <p>Hong Kong courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the MCBs II and the trust deed governing the MCBs II.</p> <p>The New Security Documents will be governed by the laws of the jurisdictions where the relevant Collateral is held or located.</p>

Schedule 1
List of Specified Assets

[Redacted]