

## SOLICITATION PACKET

### CEG SCHEMES

#### ***THIS SOLICITATION PACKET IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION***

#### **Scheme Creditors**

Scheme Creditors are:

- (a) Class A Scheme Creditors (including Class A Noteholders and Class A Lenders); and
- (b) Class C Scheme Creditors (including Class C Noteholders and Other Class C Scheme Creditors).

For the purpose of determining entitlement to vote at the relevant Scheme Meetings (either in person or by proxy), and to receive the Consent Fee (if applicable), the Scheme Consideration (in the form of the New Instruments) and the TJ Scheme Consideration (if applicable), you will be a Scheme Creditor if you hold, or as the case may be, held:

- an economic or beneficial interest as principal in the Existing Notes held in global form or global restricted form through the Clearing Systems (i) as at the Voting Record Time (for the purposes of voting at the relevant Scheme Meetings, and / or if you are a Participating Creditor, determining your entitlements to the Consent Fee) or (ii) as at the Entitlement Record Time (for the purposes of determining your Entitlements to the Scheme Consideration and (if applicable) entitlements to the TJ Scheme Consideration), and you have a right, upon satisfaction of certain conditions, to be issued definitive registered notes in accordance with the terms of the Existing Notes and the Indentures (a "**Class A Noteholder**");
- a legal interest as principal in the Class A Private Loan (i) as at the Voting Record Time (for the purposes of voting at the relevant Scheme Meetings, and / or, if you are a Participating Creditor, determining your entitlements to the Consent Fee) or (ii) as at the Entitlement Record Time (for the purposes of determining your Entitlements to the Scheme Consideration and (if applicable) entitlements to the TJ Scheme Consideration) (a "**Class A Lender**");
- an economic or beneficial interest as principal in the Class C Notes (i.e. the Dongpo Notes or the Lake Notes) held in global form or global restricted form through the Clearing Systems (i) as at the Voting Record Time (for the purposes of voting at the relevant Scheme Meetings, and / or, if you are a Participating Creditor, determining your entitlements to the Consent Fee) or (ii) as at the Entitlement Record Time (for the purposes of determining your Entitlements to the Scheme Consideration and (if applicable) entitlements to the TJ Scheme Consideration), and you have a right, upon satisfaction of certain conditions, to be issued definitive registered notes in accordance with the terms of

the Class C Notes and their respective indentures (as applicable) (a "**Dongpo Noteholder**" or a "**Lake Noteholder**", either being a "**Class C Noteholder**"); or

- a legal interest as principal in any other Class C Debts (including the RMB Bond) (i) as at the Voting Record Time (for the purposes of voting at the relevant Scheme Meetings, and / or, if you are a Participating Creditor, determining your entitlements to the Consent Fee) or (ii) as at the Entitlement Record Time (for the purposes of determining your Entitlements to the Scheme Consideration and (if applicable) entitlements to the TJ Scheme Consideration) (an "**Other Class C Scheme Creditor**" (which does not include a Class C Noteholder)),

subject to certain conditions that are explained in this Solicitation Packet.

Unless otherwise agreed by the Company, (i) the Existing Notes Trustee and the Existing Notes Depository in respect of the Existing Notes, (ii) the Dongpo Notes Trustee and Agents in respect of the Dongpo Notes, (iii) the Lake Notes Trustee and Agent in respect of the Lake Notes, and (iv) the Existing Agents in respect of the applicable Class C Debts, are also Scheme Creditors. However, they will not be entitled to vote at the relevant Scheme Meetings (to avoid double counting), or to receive Scheme Consideration and TJ Scheme Consideration (if applicable). The RMB Bonds Trustee will also be a Scheme Creditor, and could be instructed to vote at the Class C Scheme Meetings and to receive Scheme Consideration and TJ Scheme Consideration (if applicable) when duly instructed to do so pursuant to the terms of the RMB Bond (if applicable).

### **Purpose and Content of this Solicitation Packet**

This Solicitation Packet performs the following important functions:

- first, the Company is soliciting votes from the Scheme Creditors in respect of the Schemes. This Solicitation Packet sets out instructions and guidance for voting at the relevant Scheme Meetings;
- second, in order to vote at the relevant Scheme Meetings, and to receive Scheme Consideration, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) if the Schemes become effective in accordance with their terms, Scheme Creditors (other than Sanctions-Affected Scheme Creditors) are required to ensure that a validly completed Account Holder Letter (along with submission of a Custody Instruction via the relevant Clearing System) located at Schedule 1 of this Solicitation Packet (if you are a Class A Noteholder or a Class C Noteholder), Class A Private Lender Proxy Form located at Schedule 2 of this Solicitation Packet and including supporting evidence of holding (if you are a Class A Lender), or Class C Scheme Creditor Proxy Form located at Schedule 3 of this Solicitation Packet and including supporting evidence of holding (if you are an Other Class C Scheme Creditor (not a Class C Noteholder)) is submitted online to the Information Agent, via their respective Account Holder (if you are a Class A Noteholder or a Class C Noteholder) or otherwise submitted online by the Scheme Creditor through the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> by the deadlines set out in this Solicitation Packet. In order to receive the Scheme Consideration, the TJ Scheme

Consideration (if applicable) and the Consent Fee (if applicable), all such Scheme Creditors must also ensure that a validly completed Distribution Confirmation Deed located at [Appendix 2](#) (appended to each of the Account Holder Letter, Class A Scheme Creditor Proxy Form and Class C Scheme Creditor Proxy Form), and (if applicable) a Designated Recipient Form located at [Appendix 1](#) (appended to each of the Account Holder Letter, Class A Scheme Creditor Proxy Form and Class C Scheme Creditor Proxy Form) are submitted online to the Information Agent through the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> by the deadlines set out in this Solicitation Packet. If you are a Participating Creditor (i.e. if you are a Scheme Creditor who acceded to a RSA), you must include your valid Accession Code in your Account Holder Letter (and in the Custody Instruction if you are a Class A Noteholder or a Class C Noteholder), Class A Private Lender Proxy Form or Class C Scheme Creditor Proxy Form (as applicable), and vote in favour of the Schemes, in order to receive the Consent Fee. This Solicitation Packet includes the forms of those documents, as well as instructions and guidance for how to complete them; and

- third, in order for Blocked Scheme Creditors to vote at the relevant Scheme Meetings, Blocked Scheme Creditors are required to validly complete a Blocked Scheme Creditor Form located at [Schedule 4](#) of this Solicitation Packet, together with evidence as to the Blocked Scheme Creditor's identity, its status as a Scheme Creditor, and value of its holding, and to submit this documentation to GLAS at [lm@glas.agency](mailto:lm@glas.agency) by the Voting Record Time.<sup>1</sup> If you are a Blocked Scheme Creditor who is a Participating Creditor, you must include your valid Accession Code in your Blocked Scheme Creditor Form, and vote in favour of the Schemes, in order to be entitled to receive the Consent Fee. This Solicitation Packet includes that form, as well as instructions and guidance for how to complete it.

**Please read the Explanatory Statement and the Schemes and follow the instructions contained in this Solicitation Packet before completing the Account Holder Letter, the Designated Recipient Form, the Distribution Confirmation Deed, the Class A Private Lender Proxy Form, the Class C Scheme Creditor Proxy Form, or the Blocked Scheme Creditor Form (as applicable). In particular, please refer to the relevant table in the *Actions to Be Taken – Documents and Deadlines* section from page 27 of this Solicitation Packet, which summarises what each type of Scheme Creditor must do, and by when, in order to (i) vote at the relevant Scheme Meetings, (ii) receive Scheme Consideration, (if applicable) the TJ Scheme Consideration and (if applicable) the Consent Fee, and (iii) (if applicable) appoint a Designated Recipient.**

**All Scheme Creditors (and Designated Recipients, if applicable) will need to hold an account (directly or indirectly through the intermediary chain) with an account holder or custodian which itself holds an account with Euroclear or Clearstream in order to receive the Scheme Consideration, the TJ Scheme Consideration (if applicable) and the Consent Fee (if**

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<sup>1</sup> Class A Noteholders and Class C Noteholders who are Blocked Scheme Creditors do not need to submit a Custody Instruction because their Existing Notes or Class C Notes (as applicable) are already blocked from trading as their accounts were blocked by the Clearing Systems at the time the Applicable Sanctions were put in place. As such, Blocked Scheme Creditors would be unable to submit instructions to the Clearing Systems.

**applicable). To the extent that they do not already have such an account, all Class A Lenders, Other Class C Scheme Creditors, and Designated Recipients (if applicable) are advised to open an account (directly or indirectly through the intermediary chain) with an account holder or custodian which itself holds an account with Euroclear (if possible) or Clearstream (including many custodian banks and certain other financial institutions) and provide the Information Agent with the required details of such account (as required in the relevant Proxy Form) as soon as possible, and in any event, by the relevant Bar Date. If you do not have such an account and are unable to open such an account and are not a Sanctions-Affected Scheme Creditor, please contact the Information Agent immediately.**

Unless otherwise defined herein, capitalised words and phrases used herein shall have the meaning given to them in the Explanatory Statement.

## **Blocked Scheme Creditors**

### ***What is a Blocked Scheme Creditor?***

A Blocked Scheme Creditor is a Scheme Creditor (other than a Sanctioned Scheme Creditor) that is not entitled, able or permitted (whether directly or through a custodian) to submit instructions (including a Custody Instruction) or settle through the Clearing Systems as a result of any Applicable Sanctions affecting that Scheme Creditor or its custodian as reasonably determined by the Clearing Systems, and which does not have a sanctions licence in respect of the Applicable Sanctions which would allow that Scheme Creditor to freely deal in the Scheme Consideration and submit instructions or settle through the Clearing Systems. Where Applicable Sanctions affect a Scheme Creditor's custodian, the issue may be caused by the technical application of Applicable Sanctions to the Blocked Scheme Creditor's custodian.

Blocked Scheme Creditors will not be entitled, able or permitted to receive any Scheme Consideration, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) on the Restructuring Effective Date due to Applicable Sanctions – instead they will be issued to and held by the Holding Period Trustee initially (followed by the Successor Escrow Agent (as applicable)) and the Blocked Scheme Creditors will be able to receive such Scheme Consideration, TJ Scheme Consideration and Consent Fee (as applicable) at a later date upon the lifting of Applicable Sanctions subject to the terms of the Schemes. It is not possible for the custodian of a Blocked Scheme Creditor to be bypassed by the Company, as to do so would be a breach of the anti-circumvention measures imposed by Applicable Sanctions.

**For the avoidance of any doubt, a Class A Lender and an Other Class C Scheme Creditor (not a Class C Noteholder) cannot be a Blocked Scheme Creditor.**

As at the date of the Explanatory Statement, the Company was not aware of any Blocked Scheme Creditors. However, it is possible that there are Blocked Scheme Creditors given the wide scope of Applicable Sanctions and the apparent difficulty of determining whether Class A Noteholders or Class C Noteholders are Blocked Scheme Creditors until they try to submit a Custody Instruction through the Clearing Systems (i.e. after this Solicitation Packet is despatched to Scheme Creditors), at which point some such Scheme Creditors may discover that they are prevented from submitting instructions through the Clearing Systems due to Applicable Sanctions, and are therefore Blocked Scheme Creditors. Scheme Creditors may discover that they are Blocked Scheme Creditors as late as on or around the Class C Holding Period Custody Instruction Deadline,

when Class C Noteholders attempt to submit their Custody Instruction via the Clearing Systems in order to claim their Scheme Consideration.

***What do Blocked Scheme Creditors need to do to vote on the Schemes or to receive Scheme Consideration, (if applicable) the TJ Scheme Consideration and (if applicable) the Consent Fee?***

Blocked Scheme Creditors (other than Sanctioned Scheme Creditors) must complete and submit (or procure the submission of, as applicable) a Blocked Scheme Creditor Form<sup>2</sup> by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency) by:

- the Voting Record Time in order to vote on the Schemes at the relevant Scheme Meetings or to receive the Consent Fee (if applicable); or
- the Class A Options Deadline, if it is a Class A Noteholder who wishes to elect Option 2 Scheme Consideration, and be eligible to receive Option 2 Scheme Consideration and (if applicable) TJ Scheme Consideration;
- the Class A Bar Date, if it is a Class A Noteholder who wishes to elect Option 1 Scheme Consideration and be eligible to receive Option 1 Scheme Consideration; or
- the Class C Bar Date, if it is a Class C Noteholder, in order to be eligible to receive Option 1 Scheme Consideration, Option 2 Scheme Consideration and TJ Scheme Consideration (as applicable).

Sanctioned Scheme Creditors will not be entitled to vote on the Schemes.

In order to vote on the Schemes, a Blocked Scheme Creditor that submits a Blocked Scheme Creditor Form must provide sufficient evidence to allow GLAS to reliably establish that Blocked Scheme Creditor's identity, its status as a Scheme Creditor and the value of its holding. Such proof of holding should be dated as of or shortly prior to the date on which the Blocked Scheme Creditor Form is submitted to GLAS, and should, in the first instance, take the form of a securities account statement signed and dated by the custodian bank (including the full beneficial holder's name, ISIN code and position). If that form of document is not available to a Blocked Scheme Creditor, GLAS may accept other forms of proof of holding in consultation with the Company provided that it can be verified. GLAS will seek to verify such Blocked Scheme Creditor's proof of holdings to the best of its ability. GLAS will review each Blocked Scheme Creditor Form and the accompanying evidence submitted by the Voting Record Time to assess whether the form has been completed correctly and whether there is sufficient evidence to reliably establish the Blocked Scheme Creditor's identity, its status as a Scheme Creditor and the value of its holding. The Clearing Systems (as applicable) and the Information Agent will not assist GLAS with the review of this evidence and therefore GLAS will be entirely reliant on the evidence provided by the Blocked Scheme Creditor (and the Company's books and records, as applicable) to ascertain its identity, its status as a Scheme Creditor and value of its holding. The Blocked Scheme Creditor Form is located at Schedule 4 of this Solicitation Packet and should be submitted to GLAS by email at [lm@glas.agency](mailto:lm@glas.agency) by the Voting Record Time, which is 5:00pm (Hong Kong time) on 23 August 2023, the equivalent time being 4:00am (Cayman Islands time) on 23 August 2023.

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<sup>2</sup> Together with any supporting information documents as to its identity, status as a Scheme Creditor, and the value of its holding of the Existing Debts.

For further questions on how to complete or submit a Blocked Scheme Creditor Form, please contact GLAS at [lm@glas.agency](mailto:lm@glas.agency). If you are in any doubt as to whether or not you are a Blocked Scheme Creditor, please contact GLAS.

**Failure by a Blocked Scheme Creditor to submit a validly completed Blocked Scheme Creditor Form and supporting information to GLAS by the relevant Bar Date specified above will mean that that Blocked Scheme Creditor will receive no Scheme Consideration, and its rights under the Schemes shall be extinguished, including any right it may have to receive any Residual New Instruments or Blocked Assets (as applicable) under the Schemes.**

***What happens to the Scheme Consideration, TJ Scheme Consideration (if applicable) and Consent Fee (if applicable) to which Blocked Scheme Creditors are entitled?***

Blocked Scheme Creditors will not be able to receive the Consent Fee (if applicable), TJ Scheme Consideration (if applicable) or the Scheme Consideration on the Restructuring Effective Date due to Applicable Sanctions. Instead, on the Restructuring Effective Date, certain Scheme Consideration (consisting of the A2 Package Initial Portion, Plain A2 Notes and Forced A2 Notes (if applicable)), and the Consent Fee (if applicable) will be paid to the Holding Period Trustee to be held on trust for Blocked Scheme Creditors who are Class A Scheme Creditors and who have elected Option 2 Scheme Consideration by the Class A Options Deadline in the Holding Period Trust until the Final Distribution Date.

If any Blocked Scheme Creditor is still subject to Applicable Sanctions on the Final Distribution Date, the Company will appoint the Successor Escrow Agent to hold in the Successor Escrow Account any Blocked Assets for the Blocked Scheme Creditors who have submitted a validly completed Blocked Scheme Creditor Form together with supporting evidence to GLAS by the applicable Bar Date. Subject to those requirements, the Blocked Assets to be held in the Successor Escrow Account are:

- any Scheme Consideration issued on the Restructuring Effective Date for Blocked Scheme Creditors who are still subject to Applicable Sanctions on the date on which the Holding Period expires (i.e. the A2 Package Initial Portion, the Plain A2 Notes, any unconverted Forced A2 Notes, and any New Instruments converted from the Forced A2 Notes (as applicable) – which will be transferred from the Holding Period Trust to the Successor Escrow Account on the Final Distribution Date;
- any TJ Scheme Consideration (if applicable) for Blocked Scheme Creditors who are still subject to Applicable Sanctions on the date on which the Holding Period expires – which will be transferred from the Holding Period Trust to the Successor Escrow Account on the Final Distribution Date;
- any Consent Fee (if applicable) issued on the Restructuring Effective Date for a Blocked Scheme Creditor who elects Option 2 Scheme Consideration by the Voting Record Time and who is still subject to Applicable Sanctions on the date on which the Holding Period expires – which will be transferred from the Holding Period Trust to the Successor Escrow Account on the Final Distribution Date; and
- any other Scheme Consideration payable to Blocked Scheme Creditors who are still subject to Applicable Sanctions on the Final Distribution Date (i.e. the Final Distribution for Option 1 Scheme Consideration for Scheme Creditors or Option 2 Scheme

Consideration for Class C Scheme Creditors), and any Consent Fee payable to any other Blocked Scheme Creditors) – which will be issued by the Company and distributed to the Successor Escrow Account on the Final Distribution Date.

The Blocked Assets will be held in the Successor Escrow Account from (or shortly after) the date on which the Holding Period expires until the earlier of (i) the expiry of the Perpetuity Period, or (ii) the lifting of Applicable Sanctions. Upon the lifting of Applicable Sanctions with respect to a Blocked Scheme Creditor, that Blocked Scheme Creditor will be given a reasonable period of time thereafter to recover its Entitlement to Scheme Consideration and entitlement to TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) in accordance with the terms of the Successor Escrow Account. The terms of this Successor Escrow Account and the process and conditions for distribution will be notified to the Blocked Scheme Creditors on or immediately after the date on which the Holding Period expires on the Company’s website and/or through other such public medium as may be appropriate at that time.

***What do you do if you are no longer subject to Applicable Sanctions such that you are no longer a Blocked Scheme Creditor?***

As a result of Blocked Scheme Creditors not being able to submit Custody Instructions via the Clearing Systems by the applicable deadlines, Blocked Scheme Creditors should submit (or procure the submission of, as applicable), as soon as it is possible for them to do so, all documentation and other evidence as may be reasonably requested by GLAS (if prior to the Restructuring Effective Date), the Holding Period Trustee (if prior to the date on which the Holding Period expires) or the Successor Escrow Agent (if after the date on which the Holding Period expires) in order to establish to the reasonable satisfaction of the relevant party (or parties) (i) that such Blocked Scheme Creditor is a Scheme Creditor and/or that it is a recognised assignee or transferee of a Scheme Claim of a Blocked Scheme Creditor in accordance with Clause 11 of the Schemes, (ii) that such Blocked Scheme Creditor is entitled (whether directly or through a custodian) to submit instructions and settle through the Clearing Systems and that its interest in the Existing Notes or the Class C Notes (as applicable) is not subject to any restrictions by the Clearing Systems including as a result of Applicable Sanctions affecting the Scheme Creditor or its custodian, and (iii) for the relevant party or parties to comply with all necessary “know your customer” or other similar checks that it is required to comply with in order to make the distributions to such Blocked Scheme Creditor. Should such a Blocked Scheme Creditor become able to submit (or procure the submission of) this documentation prior to the Class A Bar Date (if a Class A Noteholder) or prior to the Class C Bar Date (if a Class C Noteholder), it will become an Eligible Person (provided that it can make affirmative Sanctions Law Representations and Securities Law Representations). If that occurs, it will also be required to submit (or procure that its Account Holder submits) a validly completed Account Holder Letter to the Information Agent together with the Distribution Confirmation Deed and, if applicable, the Designated Recipient Form prior to the Class A Bar Date (if a Class A Noteholder) or prior to the Class C Bar Date (if a Class C Noteholder), following which the former Blocked Scheme Creditor shall be issued Scheme Consideration, TJ Scheme Consideration (if applicable) and Consent Fee (if applicable) in accordance with the process for Class A Scheme Creditors or Class C Scheme Creditors (as applicable) who are not Sanctions-Affected Scheme Creditors.

On or immediately after the date on which the Holding Period expires, the Company will publish information relating to the Successor Escrow Account and the method for Blocked Scheme

Creditors to claim their Entitlements and/or entitlements (as the case may be) on the Company's website and/or through other such public medium as may be appropriate at that time.

Upon the lifting of Applicable Sanctions with respect to a Blocked Scheme Creditor, that Blocked Scheme Creditor will cease to be considered a Blocked Scheme Creditor for the purposes of the Schemes, and then would be able – and required – to validly complete and submit a Distribution Confirmation Deed (in addition to Part 1 of the Account Holder Letter and the Designated Recipient Form (if applicable), together with supporting evidence as to its identity, its status as a Scheme Creditor, and the value of its holding in the Existing Debts (as applicable)) to the Information Agent in order to obtain their Entitlement to Scheme Consideration, and their entitlements to TJ Scheme Consideration (if applicable) or Consent Fee (if applicable) from the Holding Period Trust or the Successor Escrow Account (as applicable).

While Blocked Scheme Creditors will be unable to receive their Scheme Consideration, TJ Scheme Consideration (if applicable), or Consent Fee (if applicable) until Applicable Sanctions are lifted in respect of that Blocked Scheme Creditor, this is due to their own personal circumstances rather than their rights as Scheme Creditors under the Schemes. The fact that the Blocked Scheme Creditors cannot receive their Scheme Consideration, TJ Scheme Consideration (if applicable), or Consent Fee (if applicable) until the lifting of Applicable Sanctions with respect to that Blocked Scheme Creditor is due to the current regulatory environment and is not connected to their treatment under the Schemes or their rights against the Company.

For further details about the arrangements for the Blocked Scheme Creditors, please read the Explanatory Statement carefully as a whole, in particular Clause 5 (*Summary of Actions To Be Taken by Scheme Creditors*) and Clause 6 (*Summary Explanation of the Schemes*) of the Explanatory Statement.

### **Sanctioned Scheme Creditors**

Any Sanctioned Scheme Creditors must contact the Company promptly in writing pursuant to the notice details set out in Clause 41 (*Notice*) of the Schemes to bring its status as a Sanctioned Scheme Creditor to the attention of the Company on or before the Class A Options Deadline (if the Sanctioned Scheme Creditor is a Class A Scheme Creditor and wishes to elect Option 2 Scheme Consideration), the Class A Bar Date or the Class C Bar Date, as applicable. Any Sanctioned Scheme Creditor that fails to comply with this requirement shall have its rights under the Schemes extinguished, including any right which it may have to receive Scheme Consideration or TJ Scheme Consideration under the Schemes.

### **Key Dates**

**Failure by a Scheme Creditor (including Blocked Scheme Creditors and Sanctioned Scheme Creditors) to submit the required documents and take the actions set out in this Solicitation Packet by the relevant Bar Date will mean that that Scheme Creditor will receive no Scheme Consideration, and its rights under the Schemes shall be extinguished, including any right it may have to receive any Residual New Instruments or Blocked Assets (as applicable) under the Schemes.**

**Please refer to the relevant table in the *Actions to Be Taken – Documents and Deadlines* section from page 27 of this Solicitation Packet, which summarises what each type of Scheme Creditor must do, and by when, in order to (i) vote at the relevant Scheme Meetings, (ii)**



receive Scheme Consideration, (if applicable) the TJ Scheme Consideration and (if applicable) the Consent Fee, and (iii) (if applicable) appoint a Designated Recipient.

All Scheme Creditors (including Blocked Scheme Creditors but not Sanctioned Scheme Creditors) are strongly encouraged to complete and submit their forms to vote at the Scheme Meetings and to receive their Entitlement to Scheme Consideration, and their entitlement to TJ Scheme Consideration and Consent Fee (as applicable) as soon as possible.

Blocked Scheme Creditors will not be entitled, able or permitted to (i) submit Custody Instructions through the Clearing Systems, (ii) submit voting instructions to the Information Agent, or (iii) receive their Scheme Consideration, TJ Scheme Consideration (if applicable) and Consent Fee (if applicable) on the Restructuring Effective Date. However, Blocked Scheme Creditors are invited to complete and submit the Blocked Scheme Creditor Form, together with supporting documentation as to their identity, status as a Scheme Creditor and holding, by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency) by the Voting Record Time in order to vote on the Schemes. In any event, all Blocked Scheme Creditors must ensure that a validly completed Blocked Scheme Creditor Form is submitted to GLAS by the applicable Bar Date, failing which their Entitlement to Scheme Consideration will be extinguished, including any right it may have to receive any Residual New Instruments or Blocked Assets (as applicable) under the Schemes.

On the Restructuring Effective Date, certain Scheme Consideration (consisting of the A2 Package Initial Portion, Plain A2 Notes and Forced A2 Notes (if applicable)) and the Consent Fee (if applicable) will be paid to the Holding Period Trustee to be held on trust for Blocked Scheme Creditors who are Class A Scheme Creditors and have elected Option 2 Scheme Consideration by the Class A Options Deadline under the terms of the Holding Period Trust until the date on which the Holding Period expires. Scheme Creditors who are not Sanctions-Affected Scheme Creditors must ensure that they submit the required documents (as explained in this Solicitation Packet) to the Information Agent via the Portal prior to the applicable Bar Date in order to claim their Scheme Consideration from the Holding Period Trustee prior to the date on which the Holding Period expires.

If any Blocked Scheme Creditor is still subject to Applicable Sanctions on the date on which the Holding Period expires, the Company will appoint an escrow agent (the “Successor Escrow Agent”) to hold in the Successor Escrow Account any Blocked Assets (i.e. the Blocked New Instruments, the Blocked TJ Scheme Consideration, and any Consent Fee to which Blocked Scheme Creditors may be entitled in accordance with the terms of the Schemes and Applicable Sanctions) for such Blocked Scheme Creditors who have submitted a validly completed Blocked Scheme Creditor Form together with supporting evidence to GLAS by the applicable Bar Date, after the date on which the Holding Period expires until the earlier of (i) the expiry of the Perpetuity Period, or (ii) the lifting of Applicable Sanctions. Upon the lifting of Applicable Sanctions with respect to a Blocked Scheme Creditor, that Blocked Scheme Creditor will be given a reasonable period of time thereafter to recover its Entitlement to Scheme Consideration, and its entitlement to TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) in accordance with the terms of the Successor Escrow Account. On or immediately after the date on which the Holding Period expires, the Company will publish information relating to the Successor Escrow Account and the method

**for Blocked Scheme Creditors to claim their Entitlements and/or entitlements (as the case may be) on the Company's website and/or through other such public medium as may be appropriate at that time.**

- **Custody Instruction Deadline** (for Class A Noteholders or Class C Noteholders that are eligible, whether directly or through their custodian, to submit instructions through the Clearing Systems, i.e. who are not Sanctions-Affected Scheme Creditors): being 5.00pm on 21 August 2023 (Hong Kong time), the equivalent time being 4.00am (Cayman Islands time) on 21 August 2023 (if applicable). The Custody Instruction Deadline is the latest date and time to submit Custody Instructions to the relevant Clearing System to block the Existing Notes or the Class C Notes (as applicable) in order for such a Scheme Creditor to:
  - vote at the Class A Scheme Meetings (if a Class A Noteholder) or at the Class C Scheme Meetings (if a Class C Noteholder);
  - for Class A Noteholders only, to receive the Initial Distribution (consisting of the A2 Package Initial Portion, Plain A2 Notes and Forced A2 Notes (if applicable)) on the Restructuring Effective Date (if electing Option 2 Scheme Consideration); or
  - for Class A Noteholders only, to receive the Consent Fee on the Restructuring Effective Date (if electing Option 2 Scheme Consideration).

For the avoidance of doubt, Custody Instructions may only be submitted in principal amounts of US\$1,000 and integral multiples of US\$1,000 in excess thereof for all Notes, apart from the CEG Existing February 2023 Bonds where Custody Instructions may only be submitted in principal amounts of HK\$1,000,000 and integral multiples of HK\$1,000,000 in excess thereof.

- **Voting Record Time:** being 5:00pm on 23 August 2023 (Hong Kong time), the equivalent time being 4:00am (Cayman Islands time) on 23 August 2023. The Voting Record Time is the last date and time for delivery of voting instructions to the Information Agent or GLAS (for Blocked Scheme Creditors) (as applicable) for the purposes of voting at the relevant Scheme Meetings, in particular:
  - a) Each Class A Noteholder or Class C Noteholder (who is not a Sanctions-Affected Scheme Creditor) to give its instructions to the relevant Account Holder as to voting;
  - b) Each Class A Lender to submit the Class A Private Lender Proxy Form (including its voting instructions) to the Information Agent;
  - c) Each Other Class C Scheme Creditor (not a Dongpo Noteholder or a Lake Noteholder) to submit the Class C Scheme Creditor Proxy Form (including its voting instructions) to the Information Agent;
  - d) Each Blocked Scheme Creditor to submit the Blocked Scheme Creditor Form (including its voting instructions) to GLAS.

All Voting Scheme Claims (which determine the number of votes to be assigned to a Scheme Creditor for the purposes of voting at the relevant Scheme Meetings) are determined as at the Voting Record Time.

The Voting Record Time is also the last date and time for delivery of Account Holder Letters, Class A Private Lender Proxy Forms, Class C Scheme Creditor Proxy Forms, and Blocked Scheme Creditor Forms (as applicable) for Participating Creditors (including Blocked Scheme Creditors) to be eligible to receive the Consent Fee.

- **Class A Scheme Meetings:** The Class A Scheme Meetings to consider and, if thought fit, approve the Cayman Scheme and the Hong Kong Scheme respectively, with or without modification, will be held as follows:
  - the Class A Hong Kong Scheme Meeting will be held at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong with any adjournment as may be appropriate, at 8:00 p.m. (Hong Kong time) on 23 August 2023, the equivalent time being 7:00 a.m. (Cayman Islands time) on 23 August 2023. The Class A Hong Kong Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class A Hong Kong Scheme Meeting remaining the same), with any further adjournment as may be appropriate; and
  - the Class A Cayman Scheme Meeting will be held at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong with any adjournment as may be appropriate, at 8.45 p.m. (Hong Kong time) on 23 August 2023, the equivalent time being 7.45 a.m. (Cayman Islands time) on 23 August 2023 (or at such time as the Class A Hong Kong Scheme Meeting has finished, if later). The Class A Cayman Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class A Cayman Scheme Meeting remaining the same), with any further adjournment as may be appropriate,

with a live video conference using dial-in details which may be obtained from the Information Agent (if not a Blocked Scheme Creditor) or GLAS (if a Blocked Scheme Creditor) two (2) business days prior to the meeting. Class A Scheme Creditors who elect to attend the Class A Scheme Meetings and have submitted the required Account Holder Letter, Class A Private Lender Proxy Form or Blocked Scheme Creditor Form (as applicable) by video conference will be able to vote (and to change their vote, if they so wish) at the Class A Scheme Meetings.

- **Class C Scheme Meetings:** The Class C Scheme Meetings to consider and, if thought fit, approve the Cayman Scheme and the Hong Kong Scheme respectively, with or without modification, will be held as follows:
  - the Class C Hong Kong Scheme Meeting will be held at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong with any adjournment as may be appropriate, at 9:30 p.m. (Hong Kong time)

on 23 August 2023, the equivalent time being 8:30 a.m. (Cayman Islands time) on 23 August 2023 (or at such time as the Class A Cayman Scheme Meeting has finished, if later). The Class C Hong Kong Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class C Hong Kong Scheme Meeting remaining the same), with any further adjournment as may be appropriate; and

- the Class C Cayman Scheme Meeting will be held at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong with any adjournment as may be appropriate, at 10:15 p.m. (Hong Kong time) on 23 August 2023, the equivalent time being 9:15 a.m. (Cayman Islands time) on 23 August 2023 (or at such time as the Class C Hong Kong Scheme Meeting has finished, if later). The Class C Cayman Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class C Cayman Scheme Meeting remaining the same), with any further adjournment as may be appropriate,

with a live video conference using dial-in details which may be obtained from the Information Agent (if not a Blocked Scheme Creditor) or GLAS (if a Blocked Scheme Creditor) two (2) business days prior to the meeting. Class C Scheme Creditors who elect to attend the Class C Scheme Meetings by video conference and have submitted the required Account Holder Letter, Class C Scheme Creditor Proxy Form or Blocked Scheme Creditor Form (as applicable) will be able to vote (and to change their vote, if they so wish).

- **Class A Options Deadline:** being the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company. The Class A Options Deadline is the latest date and time for Class A Scheme Creditors who are not Sanctions-Affected Scheme Creditors to submit their Distribution Confirmation Deed and Designated Recipient Form (if applicable) to the Information Agent via the Portal, in order to qualify to receive the Initial Distribution of Scheme Consideration on the Restructuring Effective Date and, for Blocked Scheme Creditors who are Class A Noteholders to submit their Blocked Scheme Creditor Form to GLAS in order to nominate to receive Option 2 Scheme Consideration<sup>3</sup> as part of their Scheme Consideration.
- **Scheme Effective Date:** being the first Business Day on which all of the Scheme Conditions are satisfied and the Schemes become effective, as specified in the Scheme Effective Notice.
- **Restructuring Effective Date:** being the date on which each of the Restructuring Effective Date Conditions set out in Schedule 3 of the Schemes has been satisfied or waived. The Restructuring Effective Date is also the **Entitlement Record Time**, being the date on which a Scheme Creditor's Entitlement to Scheme Consideration and (if

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<sup>3</sup> For the avoidance of doubt, Option 1 Scheme Consideration is the default option for Class A Scheme Creditors who are not Sanctions-Affected Scheme Creditors who fail to file the required documents by the Class A Options Deadline.

applicable) entitlement to TJ Scheme Consideration is determined. Only Scheme Creditors who hold an interest in the Existing Debts as at the Entitlement Record Time will be entitled to receive Scheme Consideration or (if applicable) TJ Scheme Consideration.

The Restructuring Effective Date is also the date on which, subject to the terms of the Schemes and the requirements and deadlines in this Solicitation Packet:

- the A2 Package Initial Portion will be issued by the Company to:
  - Class A Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) who have elected to receive the A2 Package;
  - Class A Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) who have elected to receive the A2 Notes in the event of an Undersubscription of the A2 Package Initial Portion; and
  - The Holding Period Trustee (in respect of (i) those Class A Scheme Creditors who are Blocked Scheme Creditors and who would otherwise receive any A2 Package Initial Portion; and (ii) those Class A Scheme Creditors who would otherwise receive Option 1 Scheme Consideration in the event of an Undersubscription of the A2 Package Initial Portion pursuant to Clause 16.4(c) of the Schemes);
- the A2 Notes (comprising of Plain A2 Notes, if applicable, and Forced A2 Notes) will be paid by the Company to the Class A Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) and/or the Holding Period Trustee (in respect of those who are Blocked Scheme Creditors); and
- the Consent Fee will be paid by the Company to Eligible Participating Creditors (who are not Sanctions-Affected Scheme Creditors) who are Class A Scheme Creditors who elected Option 2 Scheme Consideration by the Class A Options Deadline and who have satisfied the conditions for receiving the Consent Fee as specified in this Solicitation Packet, including voting in favour of the Schemes.
- **Holding Period:** means the period from the Restructuring Effective Date up to and including one Business Day after the Final Distribution Date.
- **Bar Date:** there are different Bar Dates for Class A Scheme Creditors and Class C Scheme Creditors as follows:
  - a) **Class A Bar Date:** The applicable Bar Date for Class A Scheme Creditors is the date 30 days after the Restructuring Effective Date; and
  - b) **Class C Bar Date:** The applicable Bar Date for Class C Scheme Creditors is the date 135 days after the Restructuring Effective Date.

The Bar Date is the last date for Scheme Creditors to provide the validly completed necessary documentation in order to receive their share of the Residual New Instruments on the Final Distribution Date or, for Blocked Scheme Creditors only, to be entitled to receive their Scheme Consideration and TJ Scheme Consideration (if applicable) on the Final Distribution Date or from the Successor Escrow Account (subject to the terms of the Successor Escrow Account, including Applicable Sanctions being lifted within the Perpetuity Period) (as applicable). The necessary documentation is:

- For Class A Noteholders or Class C Noteholders who are not Sanctions-Affected Scheme Creditors: The Account Holder Letter, the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form by the applicable Bar Date (in addition, the Custody Instruction must be submitted by any Class A Noteholders or Class C Noteholders who did not submit a Custody Instruction by the Custody Instruction Deadline, by the applicable Holding Period Custody Instruction Deadline in order to receive Scheme Consideration or TJ Scheme Consideration (if applicable) on the Final Distribution Date);
- For Class A Lenders: The Class A Private Lender Proxy Form (including any supporting documentation as to the Class A Lender's identity, its status as Scheme Creditor, and the value of its holding), the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form by the Class A Bar Date;
- For Other Class C Scheme Creditors (who are not Class C Noteholders): The Class C Scheme Creditor Proxy Form (including any supporting documentation as to the Other Class C Scheme Creditor's identity, its status as Scheme Creditor, and the value of its holding), the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form by the Class C Bar Date; and
- For Blocked Scheme Creditors: The Blocked Scheme Creditor Form (including any supporting documentation as to the Blocked Scheme Creditor's identity, its status as Scheme Creditor, and the value of its holding) by the applicable Bar Date.

**Failure by a Scheme Creditor (including Blocked Scheme Creditors) to submit the required documents set out in this Solicitation Packet by the relevant Bar Date will mean that that Scheme Creditor will receive no Scheme Consideration, TJ Scheme Consideration (if applicable) or Consent Fee (if applicable), and its rights under the Schemes shall be extinguished, including any right it may have to receive any Residual New Instruments or any Blocked Assets (as applicable) under the Schemes.**

- **Holding Period Custody Instruction Deadline:** means either:
  - For Class A Noteholders: 5:00pm (Hong Kong time) / 4:00am (Cayman Islands time) on the date five (5) Business Days prior to the Class A Bar Date (the "**Class A Holding Period Custody Instruction Deadline**"); or

- For Class C Noteholders: 5:00pm (Hong Kong time) / 4:00am (Cayman Islands time) on the date five (5) Business Days prior to the Class C Bar Date (the "**Class C Holding Period Custody Instruction Deadline**").

The Holding Period Custody Instruction Deadline is the latest date and time for delivery of Custody Instructions to the relevant Clearing System for the purpose of receiving Scheme Consideration on the Final Distribution Date. The Holding Period Custody Instruction Deadline is only relevant to any Class A Noteholders or Class C Noteholders who did not submit a Custody Instruction by the Custody Instruction Deadline and who wish to receive Scheme Consideration on the Final Distribution Date. It is also the last day for Class C Noteholders who elected the C2 Package and who did not submit a Custody Instruction by the Custody Instruction Deadline to be eligible to receive TJ Scheme Consideration.

- **Final Distribution Date:** being the final date on which the Scheme Consideration shall be distributed to Scheme Creditors (that are not Sanctions-Affected Scheme Creditors) and that are entitled to a portion of the Residual New Instruments, in accordance with the terms of the Schemes and Restructuring Documents, within one month of the completion of the Valuation and Adjudication Procedure. Such date is to be designated by the Company and communicated to the Scheme Creditors in writing via the Transaction Website and/or through such public medium as may be appropriate at the time.

In particular, the Final Distribution Date is also the date on which, subject to the terms of the Schemes and the requirements and deadlines in this Solicitation Packet:

- the A1 Notes (and Undersubscribed A2 Package Initial Portion, if any) will be distributed to Class A Scheme Creditors;
- the Forced A2 Notes will be redeemed, exchanged and/or converted into New Instruments constituting the C2 Package Unadmitted Portion on a dollar-for-dollar basis (subject to certain adjustment in respect of the accrued interest from the Reference Date to the Final Distribution Date) or will remain as Forced A2 Notes, as may be applicable in accordance with the terms of the Schemes;
- the C1 Notes, C2 Notes and the C2 Package Adjusted Portion will be distributed to the Class C Scheme Creditors;
- in addition to any partial distribution which may be made, any TJ Scheme Consideration will be distributed to Class A Scheme Creditors and Class C Scheme Creditors who elected the A2 Package or the C2 Package, respectively<sup>4</sup>; and

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<sup>4</sup> Where TJ Scheme Consideration is received by the Company after the Final Distribution Date, such TJ Scheme Consideration shall be distributed on a date to be designated by the Company within three months of the date of receipt

- the Consent Fee will be paid to Eligible Participating Creditors (who are not Sanctions-Affected Scheme Creditors) who are either Class A Scheme Creditors electing Option 1 Scheme Consideration or Class C Scheme Creditors.
- **Interim Distribution Date:** If the Final Distribution Date has not taken place within 295 calendar days after the Restructuring Effective Date, there will be an Interim Distribution of Scheme Consideration on that date, being the Interim Distribution Date. Subject to the terms of the Schemes, the Interim Distribution will include the redemption, exchange and/or conversion of the Forced A2 Notes into the C2 Package Unadmitted Portion.

### Voting at a Scheme Meeting

In order to be entitled to vote at the relevant Scheme Meeting:

- If you are a Class A Noteholder or a Class C Noteholder that is entitled (whether directly or through a custodian) to submit instructions through the Clearing Systems (i.e. you are not a Sanctions-Affected Scheme Creditor), please ensure that (i) the relevant Custody Instruction (which blocks the Existing Notes or the Class C Notes (as applicable) in the relevant Clearing System) is submitted via the relevant Clearing System prior to the **Custody Instruction Deadline (and in any event prior to submitting an Account Holder Letter)**, and (ii) the Account Holder Letter is validly completed, executed and submitted in accordance with the instructions set out therein (including the relevant Voting Instruction) so that it is submitted and received online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> to the Information Agent by the **Voting Record Time**. **Class A Noteholders and Class C Noteholders who are not Sanctions-Affected Scheme Creditors should allow sufficient time for their Account Holder to give instructions to the Clearing Systems, in accordance with the procedures established between them, and to ensure that a validly completed Account Holder Letter is submitted online via the Portal by the Information Agent by the Voting Record Time.**
- If you are a Class A Lender, please ensure that you validly complete, execute and submit the Class A Private Lender Proxy Form, together with supporting evidence in accordance with the instructions set out therein (including the relevant Voting Instruction) so that it is submitted and received online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> to the Information Agent by the **Voting Record Time**.
- If you are an Other Class C Scheme Creditor (not a Class C Noteholder), please ensure that you validly complete, execute and submit the Class C Scheme Creditor Proxy Form, together with supporting evidence in accordance with the instructions set out therein (including the relevant Voting Instruction) so that it is submitted and received online

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of such TJ Scheme Consideration, to those Scheme Creditors who would have been eligible to receive it pursuant to the terms of the Schemes.



via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> to the Information Agent by the **Voting Record Time**.

- **If you are a Blocked Scheme Creditor**, please ensure that you validly complete, execute and submit the Blocked Scheme Creditor Form, together with supporting evidence in accordance with the instructions set out therein (including the relevant Voting Instruction) so that it is submitted by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency) by the **Voting Record Time**.
- Please note that each Scheme Creditor needs to submit (or have submitted on its behalf) a Custody Instruction, Account Holder Letter, Distribution Confirmation Deed, Designated Recipient Form, Class A Private Lender Proxy Form, Class C Scheme Creditor Proxy Form, or Blocked Scheme Creditor Form (each as applicable to the particular Scheme Creditor).
- Please note that pursuant to the terms of the RSAs, each Participating Creditor must vote, or cause to be voted, the entirety of its Eligible Restricted Debts in favour of both of the Schemes at the relevant Scheme Meetings in order to be eligible to receive the Consent Fee.

#### **Entitlement to receive Scheme Consideration and TJ Scheme Consideration (if applicable)**

**Failure by a Scheme Creditor (including Blocked Scheme Creditors) to submit the required documents set out in this Solicitation Packet by the relevant Bar Date will mean that that Scheme Creditor will receive no Scheme Consideration or TJ Scheme Consideration (if applicable), and its rights under the Schemes shall be extinguished, including any right it may have to receive any Residual New Instruments or Blocked Assets (as applicable) under the Schemes.**

**Please refer to the relevant table in the *Actions to Be Taken – Documents and Deadlines* section from page 27 of this Solicitation Packet, which summarises what each type of Scheme Creditor must do, and by when, in order to (i) vote at the relevant Scheme Meetings, (ii) receive Scheme Consideration and (if applicable) the TJ Scheme Consideration and/or the Consent Fee, and (iii) (if applicable) appoint a Designated Recipient.**

In summary, the necessary documentation is:

- For Class A Noteholders or Class C Noteholders who are not Sanctions-Affected Scheme Creditors: The Account Holder Letter, the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form (in addition to a Custody Instruction being submitted by the applicable Holding Period Custody Instruction Deadline, unless a Custody Instruction was already submitted by the Custody Instruction Deadline);
- For Class A Lenders: The Class A Private Lender Proxy Form (including supporting information as to their identity, status as a Scheme Creditor, and value of their holding), the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form;

- For Other Class C Scheme Creditors (that are not Class C Noteholders): The Class C Scheme Creditor Proxy Form (including supporting information as to their identity, status as a Scheme Creditor, and value of their holding), the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form; and
- For Blocked Scheme Creditors: The Blocked Scheme Creditor Form (including supporting information as to their identity, status as a Scheme Creditor, and value of their holding).

**Blocked Scheme Creditors must follow the steps set out in this section below under the subheading *Blocked Scheme Creditors*.**

**Scheme Creditors who are not Sanctions-Affected Scheme Creditors must ensure that they submit the required documents (as explained in this Solicitation Packet) to the Information Agent via the Portal prior to the applicable Bar Date in order to claim their Scheme Consideration (if any) from the Holding Period Trustee prior to the date on which the Holding Period expires and to receive any other Scheme Consideration or TJ Scheme Consideration (if applicable) on the Final Distribution Date.**

*Class A Noteholders (excluding Sanctions-Affected Scheme Creditors)*

If you are a Class A Noteholder that is entitled (whether directly or through a custodian) to submit instructions through the Clearing Systems (i.e. you are not a Sanctions-Affected Scheme Creditor), in order to receive Scheme Consideration on the Restructuring Effective Date, please ensure that:

- the relevant Custody Instruction (which blocks the Existing Notes in the relevant Clearing System) is submitted via the relevant Clearing System prior to the **Custody Instruction Deadline (and in any event prior to submitting the Account Holder Letter)**; and
- the Account Holder Letter, Distribution Confirmation Deed, and (if applicable) Designated Recipient Form are validly completed, executed and submitted by the Account Holder in accordance with the instructions set out therein to the Information Agent via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> by the **Class A Options Deadline** to receive the Initial Distribution on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) and/or any TJ Scheme Consideration (if electing the A2 Package).

A Class A Noteholder who is not a Sanctions-Affected Scheme Creditor who fails to submit the relevant Custody Instruction via the Clearing Systems or to submit required documents to the Information Agent by the above deadlines will not receive any Scheme Consideration on the Restructuring Effective Date, or any TJ Scheme Consideration (if applicable), and will instead be deemed to have elected to receive Option 1 Scheme Consideration on the Final Distribution Date (subject to the requirements immediately below).

Those Class A Noteholders will only be able to receive their allocation of New Instruments on the Final Distribution Date if they submit a validly completed and executed Account Holder Letter, Distribution Confirmation Deed, and a Designated Recipient Form (if applicable) to the Information Agent via the Portal by the **Class A Bar Date** as well as the relevant Custody Instruction submitted via the relevant Clearing System by the **Class A Holding Period Custody**

**Instruction Deadline (and in any event prior to submitting an Account Holder Letter)** to receive Scheme Consideration on the Final Distribution Date.<sup>5</sup> Failure to do so will mean that such Class A Noteholders will not receive any Scheme Consideration, and their rights under the Schemes shall be extinguished.

#### *Class A Lenders*

If you are a Class A Lender, in order to receive Scheme Consideration on the Restructuring Effective Date, please ensure that the Class A Private Lender Proxy Form, together with supporting evidence in accordance with the instructions set out therein, and the Distribution Confirmation Deed, and (if applicable) Designated Recipient Form are validly completed, executed and submitted in accordance with the instructions set out therein so that they are submitted and received online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> to the Information Agent by the **Class A Options Deadline** to receive the Initial Distribution (if electing Option 2 Scheme Consideration) on the Restructuring Effective Date, as described further in Part D of the Schemes.

A Class A Lender who fails to submit the required documents to the Information Agent by the Class A Options Deadline will not receive any Scheme Consideration on the Restructuring Effective Date, or any TJ Scheme Consideration (if applicable), and will be deemed to have elected to receive Option 1 Scheme Consideration on the Final Distribution Date (subject to the requirements immediately below).

Those Class A Lenders will only be able to receive their allocation of New Instruments on the Final Distribution Date if they submit a validly completed and executed Class A Private Lender Proxy Form, together with supporting evidence in accordance with the instructions set out therein, Distribution Confirmation Deed, and a Designated Recipient Form (if applicable) to the Information Agent via the Portal by the **Class A Bar Date** to receive Scheme Consideration on the Final Distribution Date. Failure to do so will mean that such Class A Lenders will not receive any Scheme Consideration, and their rights under the Schemes shall be extinguished.

#### *Class C Noteholders (Dongpo Noteholders or Lake Noteholders but excluding Sanctions-Affected Scheme Creditors)*

If you are a Class C Noteholder that is entitled (whether directly or through a custodian) to submit instructions through the Clearing Systems (i.e. you are not a Sanctions-Affected Scheme Creditor), in order to receive Scheme Consideration or TJ Scheme Consideration (if applicable) on the Final Distribution Date, please ensure that:

- the relevant Custody Instruction (which blocks the Class C Notes in the relevant Clearing System) is submitted via the relevant Clearing System prior to the **Class C Holding Period**

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<sup>5</sup> For the avoidance of doubt, a Class A Noteholder who has a Custody Instruction submitted prior to the Custody Instruction Deadline is not required to file a further Custody Instruction before the Class A Holding Period Custody Instruction Deadline.

**Custody Instruction Deadline (and in any event prior to submitting an Account Holder Letter);<sup>6</sup> and**

- the Account Holder Letter, Distribution Confirmation Deed, and (if applicable) Designated Recipient Form are validly completed, executed and submitted in accordance with the instructions set out therein so that they are submitted and received online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> to the Information Agent by the **Class C Bar Date** to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration on the Final Distribution Date.

A Class C Noteholder who is not a Sanctions-Affected Scheme Creditor who fails to submit the required documents to the Information Agent by the **Class C Bar Date** will not receive any Scheme Consideration, and its rights under the Schemes shall be extinguished and such a Class C Noteholder shall not be entitled to receive any Residual New Instruments under the Schemes.

*Other Class C Scheme Creditors (not Class C Noteholders)*

If you are an Other Class C Scheme Creditor (not a Class C Noteholder), in order to receive Scheme Consideration on the Final Distribution Date, please ensure that the Class C Scheme Creditor Proxy Form, together with supporting evidence in accordance with the instructions set out therein, and the Distribution Confirmation Deed, and (if applicable) Designated Recipient Form are validly completed, executed and submitted in accordance with the instructions set out therein so that they are submitted and received online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> to the Information Agent by the **Class C Bar Date** to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration.

An Other Class C Scheme Creditor who fails to submit the required documents to the Information Agent by the Class C Bar Date will not receive any Scheme Consideration or TJ Scheme Consideration (if applicable), and its rights under the Schemes shall be extinguished, including any right it may have to receive any Residual New Instruments under the Schemes.

*Blocked Scheme Creditors*

Blocked Scheme Creditors will not be able to receive any Scheme Consideration on the Restructuring Effective Date due to Applicable Sanctions. Instead, on the Restructuring Effective Date, certain Scheme Consideration (consisting of the A2 Package Initial Portion, Plain A2 Notes, and Forced A2 Notes (if applicable)) and the Consent Fee (if applicable) will be paid to the Holding Period Trustee to be held on trust for Blocked Scheme Creditors who are Class A Scheme Creditors and have elected Option 2 Scheme Consideration by the Class A Options Deadline in the Holding Period Trust until the date on which the Holding Period expires. If any Blocked Scheme Creditor is still subject to Applicable Sanctions on the date on which the Holding Period expires, the Company will appoint the Successor Escrow Agent to hold in the Successor Escrow Account any Blocked Assets for the Blocked Scheme Creditors who have submitted a validly completed

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<sup>6</sup> For the avoidance of doubt, a Class C Noteholder who has a Custody Instruction submitted prior to the Custody Instruction Deadline is not required to file a further Custody Instruction before the Class C Holding Period Custody Instruction Deadline.

Blocked Scheme Creditor Form together with supporting evidence to GLAS by the applicable Bar Date.

Subject to those requirements, the Blocked Assets to be held in the Successor Escrow Account are:

- any Scheme Consideration issued on the Restructuring Effective Date for Blocked Scheme Creditors who are still subject to Applicable Sanctions on the date on which the Holding Period expires (consisting of the A2 Package Initial Portion, Plain A2 Notes, any unconverted Forced A2 Notes, and any New Instruments converted from the Forced A2 Notes (as applicable)) – which will be transferred from the Holding Period Trust to the Successor Escrow Account on or shortly after the date on which the Holding Period expires;
- any TJ Scheme Consideration (if applicable) for Blocked Scheme Creditors who are still subject to Applicable Sanctions on the date on which the Holding Period expires – which will be transferred from the Holding Period Trust to the Successor Escrow Account on or shortly after the date on which the Holding Period expires;
- any Consent Fee (if applicable) issued on the Restructuring Effective Date for Blocked Scheme Creditors who are still subject to Applicable Sanctions on the date on which the Holding Period expires – which will be transferred from the Holding Period Trust to the Successor Escrow Account on or shortly after the date on which the Holding Period expires; and
- any other Scheme Consideration payable to Blocked Scheme Creditors who are still subject to Applicable Sanctions on the date on which the Holding Period expires (i.e. the A1 Notes, the C1 Notes, and the C2 Notes (as applicable)) – which will be issued by the Company and distributed to the Successor Escrow Account on or shortly after the date on which the Holding Period expires.

### **Entitlement to receive the Consent Fee (if applicable)**

If you are a Scheme Creditor who acceded to the Class A RSA or the Class C RSA (i.e. a Participating Creditor) prior to the Consent Fee Deadline, then you must vote the entirety of your Eligible Restricted Debts in favour of the Schemes at the relevant Scheme Meetings prior to the **Voting Record Time** in order to receive the Consent Fee on the Restructuring Effective Date.

- If you are a Class A Noteholder or a Class C Noteholder (who is not a Sanctions-Affected Scheme Creditor), you must ensure that you have submitted (or arranged for your Account Holder to provide on your behalf) to the Information Agent:
  - the relevant Custody Instruction (including your valid Accession Code) via the Clearing Systems prior to the Custody Instruction Deadline;
  - the validly completed, executed and returned Account Holder Letter in accordance with the instructions set forth therein (including your voting instructions voting in favour of the Schemes and including your valid Accession Code) so that it is submitted via the Portal and received by the Information Agent by the Voting Record Time; and

- the validly completed and executed Distribution Confirmation Deed in accordance with the instructions set forth therein so that it is submitted via the Portal and received by the Information Agent by the Voting Record Time.
- If you are a Class A Lender, you must ensure that you have submitted to the Information Agent via the Portal:
  - the validly completed, executed and returned Class A Private Lender Proxy Form in accordance with the instructions set forth therein (including your voting instructions voting in favour of the Schemes and including your valid Accession Code, together with supporting information as to your identity, status as a Scheme Creditor, and value of your holding) so that it is submitted via the Portal and received by the Information Agent by the Voting Record Time; and
  - the validly completed and executed Distribution Confirmation Deed in accordance with the instructions set forth therein so that it is submitted via the Portal and received by the Information Agent by the Voting Record Time.
- If you are an Other Class C Scheme Creditor (that is not a Class C Noteholder), you must ensure that you have submitted to the Information Agent via the Portal:
  - the validly completed, executed and returned Class C Scheme Creditor Proxy Form in accordance with the instructions set forth therein (including your voting instructions voting in favour of the Schemes and including your valid Accession Code, together with supporting information as to your identity, status as a Scheme Creditor, and value of your holding) so that it is submitted via the Portal and received by the Information Agent by the Voting Record Time; and
  - the validly completed and executed Distribution Confirmation Deed in accordance with the instructions set forth therein so that it is submitted via the Portal and received by the Information Agent by the Voting Record Time.

Failure to submit the relevant forms to the Information Agent via the Portal (if you are not a Sanctions-Affected Scheme Creditor) prior to the **Voting Record Time** will prevent you from satisfying the conditions to be entitled to the Consent Fee.

**In order to receive the Consent Fee, Participating Creditors are not required to physically attend the relevant Scheme Meetings. They are only required to complete the relevant form, in which they can appoint either the Chairperson of the Scheme Meetings or another person as their proxy.**

**Participating Creditors that are Blocked Scheme Creditors, and who include their valid Accession Code in their Blocked Scheme Creditor Form, submit their validly completed Blocked Scheme Creditor Form together with supporting evidence as to their identity, status as a Scheme Creditor, and value of their holding to GLAS by the applicable Bar Date, and vote in favour of the Schemes (unless the obligation to do so is waived by the Company) will not be able to receive any Consent Fee on the Restructuring Effective Date. Instead, the A2 Package Initial Portion, Plain A2 Notes and Forced A2 Notes (if applicable) and Consent Fee**

(if applicable) where the Blocked Scheme Creditor is a Class A Scheme Creditor who has elected to receive Option 2 Scheme Consideration, will be paid to the Holding Period Trustee to be held on trust under the terms of the Holding Period Trust until the Final Distribution Date (i.e. if the Blocked Scheme Creditor is no longer subject to Applicable Sanctions during the Holding Period) or the date on which the Holding Period expires. If any Blocked Scheme Creditor is still subject to Applicable Sanctions on the date on which the Holding Period expires, the Company will appoint the Successor Escrow Agent to hold in the Successor Escrow Account, amongst other things, the Consent Fee payable to all such Participating Creditors that are Blocked Scheme Creditors, and who included their valid Accession Code in their Blocked Scheme Creditor Form, and voted in favour of the Schemes (unless the obligation to do so was waived by the Company), until the earlier of (i) the expiry of the Perpetuity Period, or (ii) the lifting of Applicable Sanctions. Upon the lifting of Applicable Sanctions with respect to a Blocked Scheme Creditor, that Blocked Scheme Creditor will be given a reasonable period of time thereafter to recover its Entitlement to Scheme Consideration, and its entitlement to TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) in accordance with the terms of the Successor Escrow Account Agreement. The terms of this Successor Escrow Account and the process and conditions for distribution will be notified to the Blocked Scheme Creditors on or immediately after the date on which the Holding Period expires on the Company's website and/or through other such public medium as may be appropriate at that time.

**IMPORTANT NOTICE: IF THE RESTRUCTURING DOES BECOME EFFECTIVE, IT IS EXPECTED THAT ONLY SCHEME CREDITORS AS AT THE VOTING RECORD TIME WILL BE ENTITLED TO CLAIM THE CONSENT FEE (IF APPLICABLE), AND ONLY SCHEME CREDITORS AS AT THE ENTITLEMENT RECORD TIME WILL BE ENTITLED TO CLAIM THE SCHEME CONSIDERATION AND THE TJ SCHEME CONSIDERATION (IF APPLICABLE). AS SUCH, FOR ALL TRADES SETTLING AFTER THE ENTITLEMENT RECORD TIME, PERSONS ACQUIRING INTERESTS IN THE EXISTING NOTES, THE CLASS C NOTES, THE CLASS A PRIVATE LOAN, OR THE CLASS C DEBTS WILL NEED TO MAKE ARRANGEMENTS WITH THE RELEVANT SCHEME CREDITORS AS AT THE ENTITLEMENT RECORD TIME IN ORDER TO OBTAIN ANY ENTITLEMENT TO SCHEME CONSIDERATION OR TJ SCHEME CONSIDERATION (IF APPLICABLE). FOR THE AVOIDANCE OF DOUBT, AN ASSIGNEE OR TRANSFEREE OF SCHEME CLAIMS AFTER THE VOTING RECORD TIME WILL BE BOUND BY THE TERMS OF THE SCHEMES IF THEY BECOME EFFECTIVE.**

#### **Waiver of certain obligations of certain Participating Creditors who are Blocked Scheme Creditors**

Participating Creditors who are Blocked Scheme Creditors cannot submit Account Holder Letters due to Applicable Sanctions, and therefore cannot satisfy that obligation in Clause 3.1 (f) of the Class A RSA to submit such Account Holder Letter. In view of that, the Company waives that obligation in respect of those Participating Creditors.

**FOR ASSISTANCE ON VOTING FOR SCHEME CREDITORS (EXCEPT FOR  
BLOCKED SCHEME CREDITORS), CONTACT THE INFORMATION AGENT:**

**Morrow Sodali Limited**

Telephone: in Hong Kong +852 2319 4130; in London +44 20 4513 6933

Email: [evergrande@investor.morrowsodali.com](mailto:evergrande@investor.morrowsodali.com)

Transaction Website (document posting website): <https://projects.morrowsodali.com/evergrande>

Portal (form submission website): <https://portal.morrowsodali.com/EvergrandeScheme>

Attention: Debt Services Team

**FOR ASSISTANCE ON VOTING FOR BLOCKED SCHEME CREDITORS, CONTACT:**

**GLAS Specialist Services Limited**

Email: [lm@glas.agency](mailto:lm@glas.agency)

Attention: Liability Management Team

**EMAIL FOR SUBMITTING BLOCKED SCHEME CREDITOR FORMS**

**GLAS Specialist Services Limited**

Email: [lm@glas.agency](mailto:lm@glas.agency)

Attention: Liability Management Team

**FOR COMPANY ANNOUNCEMENTS REGARDING THE SCHEMES (INCLUDING  
THOSE RELEVANT TO BLOCKED SCHEME CREDITORS)**

Company's HKEx Announcements Page:

[https://www1.hkexnews.hk/search/titlesearch.xhtml?lang=EN&market=SEHK&stockId=39454  
&category=0](https://www1.hkexnews.hk/search/titlesearch.xhtml?lang=EN&market=SEHK&stockId=39454&category=0)



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## ACTIONS TO BE TAKEN – DOCUMENTS AND DEADLINES

### Summary Tables for Scheme Creditors

These tables set out what each type of Scheme Creditor (who is not a Sanctioned Scheme Creditor) must do, and by when, in order to (i) vote at the relevant Scheme Meetings, (ii) receive Scheme Consideration, (if applicable) the TJ Scheme Consideration and (if applicable) the Consent Fee, and (iii) (if applicable) appoint a Designated Recipient.

Notwithstanding the various deadlines set out below, Scheme Creditors (including Blocked Scheme Creditors but not Sanctioned Scheme Creditors) are strongly encouraged to complete and submit the required documents as soon as possible in accordance with the instructions below and in this Solicitation Packet.

#### Actions to be taken by a CLASS A NOTEHOLDER

Action	Actions to be taken <sup>7</sup>	Deadline
<p>For Class A Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To vote at the Class A Scheme Meetings</p> <p><i>(please also see below required actions to receive the Scheme Consideration, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable))</i></p>	<ul style="list-style-type: none"> <li>Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code (if you are a Participating Creditor).</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Custody Instruction Deadline (4.00 a.m. Cayman Islands time on 21 August 2023; 5.00 p.m. Hong Kong time on 21 August 2023<sup>8</sup>)</u></b></li> </ul>
	<ul style="list-style-type: none"> <li>Parts 1, 2 and 3 of the Account Holder Letter, including your Accession Code (if you are a Participating Creditor) and your voting instructions, signed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>
<p>For Class A Noteholders who <b>are</b> Blocked Scheme Creditors:</p>	<ul style="list-style-type: none"> <li>Sections 2 to 6 of the Blocked Scheme Creditor Form, including supporting evidence, your Accession Code (if you are</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August</u></b></li> </ul>

<sup>7</sup> In relation to Class A Noteholders, all documents must be submitted to the Information Agent via the Portal by Account Holders. In relation to Blocked Scheme Creditors, the Blocked Scheme Creditor Form and supporting evidence, together with any other documents, must be submitted to GLAS by email at [lm@glas.agency](mailto:lm@glas.agency).

<sup>8</sup> Class A Noteholders who are not Sanctions-Affected Scheme Creditors are required to contact Account Holders/Intermediaries (where relevant) to ensure that their Existing Notes are blocked and that their instructions are received with sufficient time to enable Account Holder Letters to be submitted via the Portal and received by the Information Agent prior to the Voting Record Time.

Action	Actions to be taken <sup>7</sup>	Deadline
To vote at the Class A Scheme Meetings	a Participating Creditor), and your voting instructions, signed and validly submitted to GLAS by email	<b><u>2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b>
<p>For Class A Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To receive the Initial Distribution of Scheme Consideration on the Restructuring Effective Date (if electing Option 2 Scheme Consideration), to select between Option 1 Scheme Consideration or Option 2 Scheme Consideration, and/or to receive TJ Scheme Consideration (if electing the A2 Package)</p>	<ul style="list-style-type: none"> <li>• Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter</li> <li>• Parts 1 and 3 of the Account Holder Letter signed and validly submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Custody Instruction Deadline (4.00 a.m. Cayman Islands time on 21 August 2023; 5.00 p.m. Hong Kong time on 21 August 2023)</u></b></li> <li>• <b><u>Class A Options Deadline (the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company)</u></b></li> </ul>
<p>For Class A Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To receive the Consent Fee (if applicable) on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) or on the Final Distribution Date (if electing Option 1)</p>	<ul style="list-style-type: none"> <li>• Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code</li> <li>• Parts 1 and 2 of the Account Holder Letter (including your Accession Code, in addition to voting in favour of the Schemes and other conditions) signed and validly submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Custody Instruction Deadline (4.00 a.m. Cayman Islands time on 21 August 2023; 5.00 p.m. Hong Kong time on 21 August 2023)</u></b></li> <li>• <b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>

Action	Actions to be taken <sup>7</sup>	Deadline
<p>For Class A Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive the Initial Distribution of Scheme Consideration on the Restructuring Effective Date (if electing Option 2 Scheme Consideration), and/or to receive TJ Scheme Consideration (if electing the A2 Package) on your behalf</p>	<ul style="list-style-type: none"> <li>Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Custody Instruction Deadline (4.00 a.m. Cayman Islands time on 21 August 2023; 5.00 p.m. Hong Kong time on 21 August 2023)</u></b></li> </ul>
	<ul style="list-style-type: none"> <li>Parts 1 and 3 of the Account Holder Letter signed and validly submitted via the Portal</li> <li>Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Scheme Consideration) signed and validly submitted via the Portal</li> <li>Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Class A Options Deadline (the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company)</u></b></li> </ul>
<p>For Class A Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive Consent Fee (if applicable) on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) or on the Final Distribution Date (if electing Option 1 Scheme Consideration) on your behalf</p>	<ul style="list-style-type: none"> <li>Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Custody Instruction Deadline (4.00 a.m. Cayman Islands time on 21 August 2023; 5.00p.m. Hong Kong time on 21 August 2023)</u></b></li> </ul>
	<ul style="list-style-type: none"> <li>Parts 1 and 2 of the Account Holder Letter signed and validly submitted via the Portal (including your Accession Code, in addition to voting in favour of the Schemes and other conditions)</li> <li>Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>

Action	Actions to be taken <sup>7</sup>	Deadline
	<p>Recipient to receive the Consent Fee) signed and validly submitted via the Portal</p> <ul style="list-style-type: none"> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	
<p>For Class A Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To receive Option 1 Scheme Consideration on the Final Distribution Date (where the documents specified above to receive Scheme Consideration on the Restructuring Effective Date have not been submitted by the Class A Options Deadline)</p>	<ul style="list-style-type: none"> <li>• Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter</li> <li>• Parts 1 and 3 of the Account Holder Letter signed and validly submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class A Holding Period Custody Instruction Deadline (4.00 a.m. Cayman Islands time; 5.00 p.m. Hong Kong time on the date which is 5 Business Days prior to the Class A Bar Date)</u></b></li> <li>• <b><u>Class A Bar Date (which is the date which is 30 days after the Restructuring Effective Date)</u></b></li> </ul>
<p>For Class A Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive Option 1 Scheme Consideration on the Final Distribution Date (where the documents specified above to receive Scheme Consideration on the Restructuring Effective Date have not been submitted by the Class A Options Deadline) on the</p>	<ul style="list-style-type: none"> <li>• Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter</li> <li>• Parts 1 and 3 of the Account Holder Letter signed and validly submitted via the Portal</li> <li>• Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class A Holding Period Custody Instruction Deadline (4.00 a.m. Cayman Islands time; 5.00 p.m. Hong Kong time on the date which is 5 Business Days prior to the Class A Bar Date)</u></b></li> <li>• <b><u>Class A Bar Date (which is the date which is 30 days after the Restructuring Effective Date)</u></b></li> </ul>

Action	Actions to be taken <sup>7</sup>	Deadline
<p>Final Distribution Date on your behalf</p>	<p>Recipient to receive the Scheme Consideration) signed and validly submitted via the Portal</p> <ul style="list-style-type: none"> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	
<p>For Class A Noteholders who <b>are</b> Blocked Scheme Creditors:</p> <p>To receive Option 1 Scheme Consideration upon the Final Distribution Date or the lifting of Applicable Sanctions (whichever is later) from either:</p> <ul style="list-style-type: none"> <li>• The Holding Period Trust, if within the Holding Period; or</li> <li>• The Successor Escrow Account, if during the period of the Successor Escrow Account</li> </ul>	<ul style="list-style-type: none"> <li>• Sections 2, 3, 4, and 6 of the Blocked Scheme Creditor Form, including supporting evidence (if relevant, in addition to voting in favour of the Schemes and other conditions) signed and validly submitted to GLAS by email</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class A Bar Date (which is the date which is 30 days after the Restructuring Effective Date)</u></b></li> </ul>
<p>For Class A Noteholders who <b>are</b> Blocked Scheme Creditors:</p> <p>To receive Option 2 Scheme Consideration or to receive TJ Scheme Consideration (if electing the A2 Package) upon the Final Distribution Date or the lifting of Applicable Sanctions (whichever is later) from either:</p>	<ul style="list-style-type: none"> <li>• Sections 2, 3, 4, and 6 of the Blocked Scheme Creditor Form, including supporting evidence signed and validly submitted to GLAS by email</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class A Options Deadline (the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company)</u></b></li> </ul>

Action	Actions to be taken <sup>7</sup>	Deadline
<ul style="list-style-type: none"> <li>The Holding Period Trust, if within the Holding Period; or</li> <li>The Successor Escrow Account, if during the period of the Successor Escrow Account</li> </ul>		
<p>For Class A Noteholders who <b>are</b> Blocked Scheme Creditors:</p> <p>To receive the Consent Fee upon the Final Distribution Date or the lifting of Applicable Sanctions (whichever is later) from the Successor Escrow Account, if during the period of the Successor Escrow Account</p>	<ul style="list-style-type: none"> <li>Sections 2, 3, 4, and 5 of the Blocked Scheme Creditor Form, including supporting evidence (including your Accession Code, in addition to voting in favour of the Schemes and other conditions) signed and validly submitted to GLAS by email</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>

**Actions to be taken by a CLASS A LENDER**

Action	Actions to be taken <sup>9</sup>	Deadline
<p>For Class A Lenders who <b>are not</b> Sanctioned Scheme Creditors:</p> <p>To vote at the Class A Scheme Meetings</p> <p><i>(please also see below required actions to receive the Scheme Consideration, the TJ Scheme Consideration (if applicable) and the</i></p>	<ul style="list-style-type: none"> <li>Sections 2 to 6 of the Class A Private Lender Proxy Form, including supporting evidence and voting instructions, signed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>

<sup>9</sup> In relation to Class A Lenders, all documents must be submitted to the Information Agent via the Portal.



Action	Actions to be taken <sup>9</sup>	Deadline
<i>Consent Fee (if applicable)</i>		
<p>For Class A Lenders who <b>are not</b> Sanctioned Scheme Creditors:</p> <p>To receive the Initial Distribution of Scheme Consideration on the Restructuring Effective Date (if electing Option 2 Scheme Consideration), to select between Option 1 Scheme Consideration or Option 2 Scheme Consideration, and/or to receive TJ Scheme Consideration (if electing the A2 Package)</p>	<ul style="list-style-type: none"> <li>Sections 2, 3, 4 and 6 of the Class A Private Lender Proxy Form, including supporting evidence, signed and validly submitted via the Portal</li> <li>Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Class A Options Deadline (the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company)</u></b></li> </ul>
<p>For Class A Lenders who <b>are not</b> Sanctioned Scheme Creditors:</p> <p>To receive the Consent Fee on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) or on the Final Distribution Date (if electing Option 1 Scheme Consideration)</p>	<ul style="list-style-type: none"> <li>Sections 2 to 5 of the Class A Private Lender Proxy Form, including supporting evidence, and your Accession Code (in addition to voting in favour of the Schemes and other conditions), signed and validly submitted via the Portal</li> <li>Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>

Action	Actions to be taken <sup>9</sup>	Deadline
<p>For Class A Lenders who <b>are not</b> Sanctioned Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive the Initial Distribution of Scheme Consideration on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) and/or to receive TJ Scheme Consideration (if electing the A2 Package) on your behalf</p>	<ul style="list-style-type: none"> <li>Sections 2, 3, 4 and 6 of the Class A Private Lender Proxy Form signed and validly submitted via the Portal</li> <li>Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Scheme Consideration and (if applicable) the TJ Scheme Consideration) signed and validly submitted via the Portal</li> <li>Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Class A Options Deadline (the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company)</u></b></li> </ul>
<p>For Class A Lenders who <b>are not</b> Sanctioned Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive Consent Fee on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) or on the Final Distribution Date (if electing Option 1 Scheme Consideration) on your behalf</p>	<ul style="list-style-type: none"> <li>Sections 2 to 5 of the Class A Private Lender Proxy Form signed and validly submitted via the Portal (including your Accession Code, in addition to voting in favour of the Schemes and other conditions)</li> <li>Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Consent Fee) signed and validly submitted via the Portal</li> <li>Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>
<p>For Class A Lenders who <b>are not</b> Sanctioned Scheme Creditors:</p> <p>To receive Option 1 Scheme Consideration on the Final Distribution Date (where the</p>	<ul style="list-style-type: none"> <li>Sections 2, 3, 4 and 6 of the Class A Private Lender Proxy Form, including supporting evidence, signed and validly submitted via the Portal</li> <li>Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Class A Bar Date (which is the date which is 30 days after the Restructuring Effective Date)</u></b></li> </ul>

Action	Actions to be taken <sup>9</sup>	Deadline
<p>documents specified above to receive Scheme Consideration on the Restructuring Effective Date have not been submitted by the Class A Options Deadline)</p>	<ul style="list-style-type: none"> <li>• Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Scheme Consideration) signed and validly submitted via the Portal</li> </ul>	
<p>For Class A Lenders who <b>are not</b> Sanctioned Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive Option 1 Scheme Consideration on the Final Distribution Date (where the documents specified above to receive Scheme Consideration on the Restructuring Effective Date have not been submitted by the Class A Options Deadline) on the Final Distribution Date on your behalf</p>	<ul style="list-style-type: none"> <li>• Sections 2, 3, 4 and 6 of the Class A Private Lender Proxy Form signed and validly submitted via the Portal</li> <li>• Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Scheme Consideration) signed and validly submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class A Bar Date (which is the date which is 30 days after the Restructuring Effective Date)</u></b></li> </ul>

**Actions to be taken by a CLASS C NOTEHOLDER (that is a DONGPO NOTEHOLDER or a LAKE NOTEHOLDER)**

Action	Actions to be taken <sup>10</sup>	Deadline
<p>For Class C Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To vote at the Class C Scheme Meetings</p> <p><i>(please also see below required actions to receive the Scheme Consideration, (if applicable) the TJ Scheme Consideration and (if applicable) the Consent Fee)</i></p>	<ul style="list-style-type: none"> <li>Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code (if you are a Participating Creditor)</li> <li>Parts 1, 2 and 3 of the Account Holder Letter, including voting instructions, signed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Custody Instruction Deadline (4.00 a.m. Cayman Islands time on 21 August 2023; 5.00 p.m. Hong Kong time on 21 August 2023<sup>11</sup>)</u></b></li> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>
<p>For Class C Noteholders who <b>are</b> Blocked Scheme Creditors:</p> <p>To vote at the Class C Scheme Meetings</p>	<ul style="list-style-type: none"> <li>Sections 2 to 6 of the Blocked Scheme Creditor Form, including supporting evidence and voting instructions, signed and validly submitted to GLAS by email</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>
<p>For Class C Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p>	<ul style="list-style-type: none"> <li>Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Class C Holding Period Custody Instruction Deadline (4.00 a.m. Cayman Islands time; 5.00 p.m. Hong Kong time on the date</u></b></li> </ul>

<sup>10</sup> In relation to Class C Noteholders who are not Sanctions-Affected Scheme Creditors, all documents must be submitted to the Information Agent via the Portal by Account Holders. In relation to Blocked Scheme Creditors, the Blocked Scheme Creditor Form and supporting evidence, together with any other documents, must be submitted to GLAS by email at [lm@glas.agency](mailto:lm@glas.agency).

<sup>11</sup> Class C Noteholders who are not Sanctions-Affected Scheme Creditors are required to contact Account Holders/Intermediaries (where relevant) to ensure that their Dongpo Notes or Lake Notes (as applicable) are blocked and that their instructions are received with sufficient time to enable Account Holder Letters to be submitted via the Portal and received by the Information Agent prior to the Voting Record Time.

Action	Actions to be taken <sup>10</sup>	Deadline
<p>To receive the Scheme Consideration (either Option 1 Scheme Consideration or Option 2 Scheme Consideration) on the Final Distribution Date and TJ Scheme Consideration (if electing the C2 Package)</p>		<p><b><u>which is 5 Business Days prior to the Class C Bar Date)</u></b></p>
	<ul style="list-style-type: none"> <li>• Parts 1 and 3 of the Account Holder Letter signed and validly submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class C Bar Date (the date which is 135 calendar days after the Restructuring Effective Date)</u></b></li> </ul>
<p>For Dongpo Noteholders and Lake Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To receive the Consent Fee (if applicable) on the Final Distribution Date</p>	<ul style="list-style-type: none"> <li>• Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Custody Instruction Deadline (4.00 a.m. Cayman Islands time on 21 August 2023; 5.00 p.m. Hong Kong time on 21 August 2023<sup>12</sup>)</u></b></li> </ul>
	<ul style="list-style-type: none"> <li>• Parts 1 and 2 of the Account Holder Letter (including your Accession Code, in addition to voting in favour of the Schemes and other conditions) signed and validly submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>
<p>For Class C Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p>	<ul style="list-style-type: none"> <li>• Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class C Holding Period Custody Instruction Deadline (4.00 a.m. Cayman Islands time; 5.00 p.m. Hong Kong</u></b></li> </ul>

<sup>12</sup> Class C Noteholders who are not Sanctions-Affected Scheme Creditors are required to contact Account Holders/Intermediaries (where relevant) to ensure that their Dongpo Notes or Lake Notes (as applicable) are blocked and that their instructions are received with sufficient time to enable Account Holder Letters to be submitted via the Portal and received by the Information Agent prior to the Voting Record Time.

Action	Actions to be taken <sup>10</sup>	Deadline
<p>To appoint a Designated Recipient to receive the Scheme Consideration (either Option 1 Scheme Consideration or Option 2 Scheme Consideration) on the Final Distribution Date and/or to receive TJ Scheme Consideration (if electing the C2 Package) on your behalf</p>		<p><b><u>time on the date which is 5 Business Days prior to the Class C Bar Date)</u></b></p>
	<ul style="list-style-type: none"> <li>• Parts 1 and 3 of the Account Holder Letter signed and validly submitted via the Portal</li> <li>• Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Scheme Consideration) signed and validly submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class C Bar Date (the date which is 135 calendar days after the Restructuring Effective Date)</u></b></li> </ul>
<p>For Class C Noteholders who <b>are not</b> Sanctions-Affected Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive the Consent Fee on the Final Distribution Date on your behalf</p>	<ul style="list-style-type: none"> <li>• Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Custody Instruction Deadline (4.00 a.m. Cayman Islands time on 21 August 2023; 5.00 p.m. Hong Kong time on 21 August 2023<sup>13</sup>)</u></b></li> </ul>
	<ul style="list-style-type: none"> <li>• Parts 1 and 2 of the Account Holder Letter (including your Accession Code, in addition to voting in favour of the Schemes and other conditions) signed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time</u></b></li> </ul>

<sup>13</sup> Class C Noteholders who are not Sanctions-Affected Scheme Creditors are required to contact Account Holders/Intermediaries (where relevant) to ensure that their Dongpo Notes or Lake Notes (as applicable) are blocked and that their instructions are received with sufficient time to enable Account Holder Letters to be submitted via the Portal and received by the Information Agent prior to the Voting Record Time.

Action	Actions to be taken <sup>10</sup>	Deadline
	<ul style="list-style-type: none"> <li>Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Consent Fee) signed and validly submitted via the Portal</li> <li>Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<p><b><u>on 23 August 2023)</u></b></p>
<p>For Class C Noteholders who <b><u>are</u></b> Blocked Scheme Creditors:</p> <p>To receive the Scheme Consideration (namely Option 1 Scheme Consideration or Option 2 Scheme Consideration) and TJ Scheme Consideration (if electing the C2 Package) upon the Final Distribution Date or the lifting of Applicable Sanctions (whichever is later) from either:</p> <ul style="list-style-type: none"> <li>The Holding Period Trust, if within the Holding Period; or</li> <li>The Successor Escrow Account, if during the period of the Successor Escrow Account</li> </ul>	<ul style="list-style-type: none"> <li>Sections 2, 3, 4 and 6 of the Blocked Scheme Creditor Form, including supporting evidence submitted to GLAS signed and validly submitted to GLAS by email</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Class C Bar Date (the date which is 135 calendar days after the Restructuring Effective Date)</u></b></li> </ul>
<p>For Class C Noteholders who <b><u>are</u></b> Blocked Scheme Creditors:</p> <p>To receive the Consent Fee upon the Final Distribution Date or the lifting of Applicable Sanctions (whichever is later) from the Successor</p>	<ul style="list-style-type: none"> <li>Sections 2, 3, 4, and 5 of the Blocked Scheme Creditor Form, including supporting evidence (including your Accession Code, in addition to voting in favour of the Schemes and other conditions) signed and validly submitted to GLAS by email</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>

Action	Actions to be taken <sup>10</sup>	Deadline
Escrow Account, if during the period of the Successor Escrow Account		

**Actions to be taken by an OTHER CLASS C SCHEME CREDITOR (not a Class C Noteholder)**

Action	Actions to be taken <sup>14</sup>	Deadline
For Other Class C Scheme Creditors who <b><u>are not Sanctioned</u></b> Scheme Creditors:  To vote at the Class C Scheme Meetings  <i>(please also see below required actions to receive the Scheme Consideration)</i>	<ul style="list-style-type: none"> <li>Sections 2 to 6 of the Class C Scheme Creditor Proxy Form, including supporting evidence and voting instructions, signed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>
For Other Class C Scheme Creditors who <b><u>are not Sanctioned</u></b> Scheme Creditors:  To receive Scheme Consideration (either Option 1 Scheme Consideration or Option 2 Scheme Consideration) and TJ Scheme Consideration (if electing the C2 Package) on the Final Distribution Date	<ul style="list-style-type: none"> <li>Sections 2, 3, 4 and 6 of the Class C Scheme Creditor Proxy Form, including supporting evidence and voting instructions, signed and validly submitted via the Portal</li> <li>Distribution Confirmation Deed to be executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Class C Bar Date (the date which is 135 calendar days after the Restructuring Effective Date)</u></b></li> </ul>
For Other Class C Scheme Creditors who <b><u>are not Sanctioned</u></b> Scheme Creditors:  To receive the Consent Fee on Final Distribution Date	<ul style="list-style-type: none"> <li>Sections 2 to 5 of the Class C Scheme Creditor Proxy Form, including supporting evidence your Accession Code (in addition to voting in favour of the Schemes and other conditions), signed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li><b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>

<sup>14</sup> In relation to Other Class C Scheme Creditors (that is not Class C Noteholders), all documents must be submitted to the Information Agent via the Portal. Class C Noteholders who are not Sanctions-Affected Scheme Creditors must submit to the Information Agent the documents set out in the first table above by the relevant deadlines.



Action	Actions to be taken <sup>14</sup>	Deadline
	<ul style="list-style-type: none"> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	
<p>For Other Class C Scheme Creditors who <b><u>are not</u></b> Sanctioned Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive the Scheme Consideration (either Option 1 Scheme Consideration or Option 2 Scheme Consideration) on the Final Distribution Date and/or to receive TJ Scheme Consideration (if electing the C2 Package) on your behalf</p>	<ul style="list-style-type: none"> <li>• Sections 2, 3, 4 and 6 of the Class C Scheme Creditor Proxy Form signed and validly submitted via the Portal</li> <li>• Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Scheme Consideration) validly signed and submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Class C Bar Date (the date which is 135 calendar days after the Restructuring Effective Date)</u></b></li> </ul>
<p>For Other Class C Scheme Creditors who <b><u>are not</u></b> Sanctioned Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive the Consent Fee on the Final Distribution Date on your behalf</p>	<ul style="list-style-type: none"> <li>• Sections 2 to 5 of the Class C Scheme Creditor Proxy Form, including supporting evidence your Accession Code (in addition to voting in favour of the Schemes and other conditions), signed and validly submitted via the Portal</li> <li>• Designated Recipient Form (for a Scheme Creditor who is an Eligible Person and who wishes to appoint a Designated Recipient to receive the Consent Fee) signed and validly submitted via the Portal</li> <li>• Distribution Confirmation Deed executed and validly submitted via the Portal</li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Voting Record Time (4.00 a.m. Cayman Islands time on 23 August 2023; 5.00 p.m. Hong Kong time on 23 August 2023)</u></b></li> </ul>

## 1. GENERAL GUIDANCE

### 1.1 Introduction

- (a) These instructions have been prepared to assist:
  - (i) Class A Noteholders and Class C Noteholders (who are not Sanctions-Affected Scheme Creditors) and Account Holders in completing the Account Holder Letter located at Schedule 1 of this Solicitation Packet, the Designated Recipient Form (if applicable) at Appendix 1 to the Account Holder Letter, and the Distribution Confirmation Deed at Appendix 2 to the Account Holder Letter;
  - (ii) Class A Lenders (who are not Sanctioned Scheme Creditors) in completing the Class A Private Lender Proxy Form located at Schedule 2 of this Solicitation Packet (in addition to the Designated Recipient Form (if applicable) at Appendix 1 to the Class A Private Lender Proxy Form, and the Distribution Confirmation Deed at Appendix 2 to the Class A Private Lender Proxy Form);
  - (iii) Other Class C Scheme Creditors (that are not Class C Noteholders, and who are not Sanctioned Scheme Creditors) in completing the Class C Scheme Creditor Proxy Form located at Schedule 3 of this Solicitation Packet (in addition to the Designated Recipient Form (if applicable) at Appendix 1 to the Class C Scheme Creditor Proxy Form (if applicable), and the Distribution Confirmation Deed at Appendix 2 to the Class C Scheme Creditor Proxy Form); and
  - (iv) Blocked Scheme Creditors in completing the Blocked Scheme Creditor Form located at Schedule 4 of this Solicitation Packet (and, upon the lifting of Applicable Sanctions, the Designated Recipient Form (if applicable) at Appendix 1 to the Account Holder Letter, and the Distribution Confirmation Deed at Appendix 2 to the Account Holder Letter).
- (b) The Designated Recipient Form is a form that either an Account Holder (on behalf of a Class A Noteholder or a Class C Noteholder) or a Class A Lender or an Other Class C Scheme Creditor themselves, may complete in order to appoint a Designated Recipient to be the recipient of the New Instruments and Consent Fee (if applicable) that would otherwise be issued to such Scheme Creditor (including if the Scheme Creditor cannot provide affirmative Securities Law Representations in Annex B to the Distribution Confirmation Deed).
- (c) The Distribution Confirmation Deed is a deed that either an Account Holder (on behalf of a Class A Noteholder or a Class C Noteholder, or its Designated Recipient), or a Class A Lender or an Other Class C Scheme Creditor themselves, must complete in order to confirm (amongst other things) that such Scheme Creditor (and, if applicable, its Designated Recipient) may lawfully hold a position in the New Instruments through the Clearing Systems.

- (d) The Information Agent has been appointed to facilitate communications with Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) concerning the Schemes. The Information Agent's remuneration and expenses, and all costs incurred by them on behalf of the Company, shall be satisfied in accordance with the agreed terms of engagement with the Company. The Information Agent is an agent of the Company and owes no duty to any third party (including, without limitation, the Scheme Creditors) in respect of the performance of its duties as Information Agent, as applicable. This Solicitation Packet is only directed at Scheme Creditors for the purposes of considering the Schemes. No other person may rely upon its contents, and it should not be relied upon by Scheme Creditors for any other purpose.
- (e) This Solicitation Packet contains important information which each Scheme Creditor should read carefully before making a decision with respect to the Schemes. If a Scheme Creditor is in any doubt as to the action it should take, it is recommended to seek its own financial advice immediately from its stockbroker, bank manager, accountant or other appropriately authorised independent financial adviser in the relevant jurisdiction.
- (f) Each person receiving this Solicitation Packet acknowledges that it has not relied on the Information Agent, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents or any of their respective Affiliates, directors, officers or employees in connection with any decisions on how to vote in relation to the Schemes. Scheme Creditors must rely on their own due diligence and their professional advisers in their decisions with respect to the Schemes and the Restructuring. Each Scheme Creditor should consult with their own broker(s), financial adviser(s), legal counsel or other advisers regarding the tax, legal, regulatory, financial and other implications of the Schemes.
- (g) The Information Agent does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this Solicitation Packet (including, without limitation, the Account Holder Letter, the Designated Recipient Form, the Distribution Confirmation Deed, the Class A Private Lender Proxy Form, the Class C Scheme Creditor Proxy Form, the Blocked Scheme Creditor Form, the Explanatory Statement, the Schemes and any related materials).
- (h) Nothing contained in this Solicitation Packet (including the Account Holder Letter, the Designated Recipient Form, the Distribution Confirmation Deed, the Class A Private Lender Proxy Form, the Class C Scheme Creditor Proxy Form, and the Blocked Scheme Creditor Form) is, or shall be relied upon as, a promise or representation by the Information Agent as to the past, present or future. The Company has furnished the information contained in this Solicitation Packet. The Information Agent has not independently verified the information contained herein (financial, legal or otherwise) on behalf of the Scheme Creditors nor does it assume any responsibility for the accuracy or completeness of any such information.

- (i) This Solicitation Packet (including the Account Holder Letter, the Designated Recipient Form, the Distribution Confirmation Deed, the Class A Private Lender Proxy Form, the Class C Scheme Creditor Proxy Form, and the Blocked Scheme Creditor Form), the Explanatory Statement, the Schemes and related materials are published on the Transaction Website (<https://projects.morrowsodali.com/evergrande>) by Scheme Creditors.
- (j) This Solicitation Packet (including the Account Holder Letter, the Designated Recipient Form, the Distribution Confirmation Deed, the Class A Private Lender Proxy Form, the Class C Scheme Creditor Proxy Form, and the Blocked Scheme Creditor Form), the Explanatory Statement, the Schemes and any related materials have been sent to you in an electronic form. You are advised that documents transmitted in electronic form may be altered or changed during the process of transmission and consequently none of the Company, the Information Agent, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents nor any of their respective Affiliates, directors, officers or employees accept any liability or responsibility whatsoever (except for wilful default, wilful misconduct or fraud) in respect of any difference between the Solicitation Packet (including the aforementioned documents) distributed to you in electronic form and the version published on the Transaction Website.
- (k) Before any part of the Account Holder Letter, Designated Recipient Form, Distribution Confirmation Deed, Class A Private Lender Proxy Form, Class C Scheme Creditor Proxy Form, or Blocked Scheme Creditor Form is completed, all Scheme Creditors are strongly advised to read the Explanatory Statement and the Schemes set out at Schedule 4 (*The Schemes*) to the Explanatory Statement, and this Solicitation Packet. The Explanatory Statement and all relevant associated documentation are published at the Transaction Website at <https://projects.morrowsodali.com/evergrande>.

**As a result of Blocked Scheme Creditors not being able to access the Clearing Systems, those Blocked Scheme Creditors will not be able to submit Custody Instructions through the Clearing Systems. However, Blocked Scheme Creditors are invited to vote on the Schemes, should they wish to do so, by submitting a validly completed Blocked Scheme Creditor Form located at Schedule 4 of this Solicitation Packet, together with sufficient evidence to allow the Company to reliably establish the Blocked Scheme Creditor's identity, status as a Scheme Creditor and the value of its holding, by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency) by the Voting Record Time.**

**Neither the Information Agent nor any of its directors, officers, employees, agents, affiliates or advisers is acting for, or owes any duty to, any Scheme Creditor, nor will any of them be responsible for providing any advice to any Scheme Creditor in relation to the Schemes. Accordingly, neither the Information Agent nor any of its directors, officers, employees, agents, affiliates or advisers make any recommendations as to whether any Scheme Creditor should take any of the actions contemplated in the Schemes. The Information Agent expresses no opinion on the merits of the Schemes and the terms of the New Instruments. The Information Agent has not been involved in negotiating or determining the terms of the Schemes and makes no representation that all relevant information has been disclosed to the Scheme Creditors in or pursuant to the Schemes. Neither the Information Agent nor any of its directors, officers, employees, agents, affiliates or advisers has verified, or assumes any responsibility or liability for the accuracy or completeness of any of the information concerning the Schemes, or any factual statements contained in, or the effect or effectiveness of, the Schemes.**

**Neither the Information Agent nor any of its directors, officers, employees, agents, affiliates or advisers will have any tortious, contractual or any other liability to any person in connection with the determination of whether a Scheme Creditor is a Blocked Scheme Creditor. Neither the Information Agent nor any of its directors, officers, employees, agents, affiliates or advisers will accept any liability whatsoever to any person, regardless of the form of action, for any lost profits or lost opportunity, or for any indirect, special, consequential, incidental or punitive damages arising from the determination of whether a Scheme Creditor is a Blocked Scheme Creditor, even if the Information Agent or any of its directors, officers, employees, agents, affiliates or advisers have been advised of the possibility of such damages.**

**Neither the Information Agent nor any of its directors, officers, employees, agents, affiliates or advisers is obliged, under the terms of the Schemes or otherwise, to engage in any transaction or conduct that may give rise to a liability under or in connection with Applicable Sanctions and/or may result in any person becoming targeted by Applicable Sanctions.**

**If compliance with any obligations under the terms of the Schemes or otherwise would result in the Information Agent or any of its directors, officers, employees, agents, affiliates or advisers breaching the Blocking Regulation, that obligation need not be complied with (but only to the extent of the breach).**

**Under no circumstances will the Information Agent be required to verify or determine the eligibility of any Scheme Creditor in relation to the Schemes. The Information Agent will check Scheme Claims against Custody Instructions and against the records of Scheme Creditors provided to the Information Agent by the Company. The Information Agent will assist the Company and the Chairperson in checking the voting values of each Scheme Creditor (who is not a Sanctions-Affected Scheme Creditor) based on such information.**

**Each Scheme Creditor and/or Account Holder hereby unconditionally and irrevocably waives and releases any claims which may arise against the Information Agent from all actual or potential liability, arising directly or indirectly, in each case, in relation to the Information Agent's performance of its roles and all other actions which they may take in connection with the Schemes, save for any liability resulting from the Information Agent's own fraud, wilful default or wilful misconduct.**

## **1.2 Voting at the Scheme Meetings**

- (a) Before the Schemes can become effective and binding on the Company and the Scheme Creditors, a simple majority in number of each class of Scheme Creditors present and voting either in person or by proxy representing at least 75% in value of the aggregate Voting Scheme Claims of the relevant class of Scheme Creditors present and voting at the Class A Scheme Meetings and the Class C Scheme Meetings (as applicable) either in person or by proxy must vote to approve the Schemes to which those Scheme Meetings relate. For the avoidance of doubt, both of the Class A Scheme Meetings and both of the Class C Scheme Meetings must vote in favour of the Schemes (satisfying both the majority in number and 75% in value tests mentioned above) in order for the Schemes to be approved.
- (b) A Scheme Creditor will be entitled to vote at the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable) provided it has submitted (or it has had submitted on its behalf) a validly completed Account Holder Letter, Class A Private Lender Proxy Form, Class C Scheme Creditor Proxy Form, or Blocked Scheme Creditor Form, as applicable, in accordance with the instructions contained herein, by the Voting Record Time. For Class A Noteholders and Class C Noteholders who are not Sanctions-Affected Scheme Creditors, a Custody Instruction must also have been submitted in respect of such Scheme Creditors' Existing Notes and Class C Notes (as applicable) by the Custody Instruction Deadline (see paragraph 2.2 hereof for further details).
- (c) The Scheme Meetings have been ordered by the Cayman Court and the Hong Kong Court to be held as follows:
  - (i) **Class A Scheme Meetings:** The Class A Scheme Meetings to consider and, if thought fit, approve the Cayman Scheme and the Hong Kong Scheme respectively, with or without modification, will be held as follows:
    - the Class A Hong Kong Scheme Meeting will be held at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong with any adjournment as may be appropriate, at 8:00 p.m. (Hong Kong time) on 23 August 2023, the equivalent time being 7:00 a.m. (Cayman Islands time) on 23 August 2023. The Class A Hong Kong Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class A Hong Kong Scheme

Meeting remaining the same), with any further adjournment as may be appropriate; and

- the Class A Cayman Scheme Meeting will be held at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong with any adjournment as may be appropriate, at 8.45 p.m. (Hong Kong time) on 23 August 2023, the equivalent time being 7.45 a.m. (Cayman Islands time) on 23 August 2023 (or at such time as the Class A Hong Kong Scheme Meeting has finished, if later). The Class A Cayman Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class A Cayman Scheme Meeting remaining the same), with any further adjournment as may be appropriate,

with a live video conference using dial-in details which may be obtained on request from the Information Agent at least two (2) Business Days prior to the Class A Scheme Meetings (if you are not a Sanctions-Affected Scheme Creditor). Class A Scheme Creditors who are Blocked Scheme Creditors must request dial-in details from GLAS at [lm@glas.agency](mailto:lm@glas.agency). Class A Scheme Creditors who elect to attend the Class A Scheme Meetings by video conference and have submitted the required Account Holder Letter, Class A Private Lender Proxy Form or Blocked Scheme Creditor Form (as applicable) will be able to vote (and to change their vote, if they so wish) at the Class A Scheme Meetings.

(ii) **Class C Scheme Meetings:** The Class C Scheme Meetings to consider and, if thought fit, approve the Cayman Scheme and the Hong Kong Scheme respectively, with or without modification, will be held as follows:

- The Class C Hong Kong Scheme Meeting will be held at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong with any adjournment as may be appropriate, at 9:30 p.m. (Hong Kong time) on 23 August 2023, the equivalent time being 8:30 a.m. (Cayman Islands time) on 23 August 2023 (or at such time as the Class A Cayman Scheme Meeting has finished, if later). The Class C Hong Kong Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class C Hong Kong Scheme Meeting remaining the same), with any further adjournment as may be appropriate; and
- The Class C Cayman Scheme Meeting will be held at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong with any adjournment as may be appropriate, at 10:15 p.m. (Hong Kong time) on 23 August 2023, the equivalent time being 9:15 a.m. (Cayman Islands time) on 23 August 2023 (or

at such time as the Class C Hong Kong Scheme Meeting has finished, if later). The Class C Cayman Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class C Cayman Scheme Meeting remaining the same), with any further adjournment as may be appropriate,

with a live video conference using dial-in details which may be obtained on request from the Information Agent at least two (2) Business Days prior to the Class C Scheme Meetings (if you are not a Sanctions-Affected Scheme Creditor). Class C Scheme Creditors who are Blocked Scheme Creditors must request dial-in details from GLAS at [lm@glas.agency](mailto:lm@glas.agency). Class C Scheme Creditors who elect to attend the Class C Scheme Meetings by video conference and have submitted the required Account Holder Letter, Class C Scheme Creditor Proxy Form or Blocked Scheme Creditor Form (as applicable) will be able to vote (and to change their vote, if they so wish) at the Class C Scheme Meetings.

- (d) The Chairperson of the Scheme Meetings shall be Mr Patrick Cowley of KPMG, or failing him, another representative of KPMG nominated by him. Formal notice of the Scheme Meetings is set out in Schedule 5 (*Notice of Scheme Meeting*) to the Explanatory Statement.
- (e) The dates referred to in paragraph 1.2(c) above assume that the Scheme Meetings will not be adjourned or delayed.

### 1.3 Process and deadline for voting at the Scheme Meetings

- (a) Voting on the Schemes will take place at the Scheme Meetings by Scheme Creditors appearing in person, by a duly authorised representative or by proxy as explained in more detail in paragraph 3 below.
- (b) For voting purposes, a Scheme Creditor must ensure that:
  - (i) If it is a Class A Noteholder or Class C Noteholder that is not a Sanctions-Affected Scheme Creditor, its Custody Instruction<sup>15</sup> is submitted via the relevant Clearing System prior to the **Custody Instruction Deadline (in any event prior to submitting the Account Holder Letter)**, and its Account Holder Letter (including its voting instructions) is validly submitted via the Portal prior to the **Voting Record Time** (in both instances ensuring that they are submitted to its Account Holder sufficiently in

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<sup>15</sup> The Custody Instruction should include the Scheme Creditor's full name, nationality, address, residency/jurisdiction, email and phone number, and if the Scheme Creditor is a Participating Creditor, also include its Accession Code.



advance of the relevant deadlines to enable its Account Holder to complete and return them to the Information Agent by the relevant deadlines);

- (ii) If it is a Class A Lender, its Class A Private Lender Proxy Form, together with supporting evidence and its Voting Instruction, is validly submitted prior to the **Voting Record Time**;
  - (iii) If it is an Other Class C Scheme Creditor (that is not a Class C Noteholder), its Class C Scheme Creditor Proxy Form, together with supporting evidence and its Voting Instruction, is validly submitted prior to the **Voting Record Time**; and
  - (iv) If it is a Blocked Scheme Creditor, its Blocked Scheme Creditor Form, together with supporting evidence and its Voting Instruction, is validly submitted prior to the **Voting Record Time**.
- (c) The Company reserves the right to terminate or modify this Solicitation Packet at any time prior to the Voting Record Time provided that written consent for the termination or modification (as applicable) is obtained by the Company from:
- (i) the Majority CEG AHG; or
  - (ii) (without prejudice to the foregoing) if the CEG AHG does not hold the Minimum CEG AHG Threshold, the Super Majority Participating Creditors.

Any such termination or modification will be followed as promptly as practicable by notice thereof. If the Company extends the Voting Record Time, it also reserves the right to establish a later Custody Instruction Deadline.

- (d) Subject to paragraph 1.3(e) below, the failure of a Scheme Creditor to:
- (i) submit (or if applicable, procure that its Account Holder submits) a validly completed Account Holder Letter, Class A Private Lender Proxy Form, Class C Scheme Creditor Proxy Form, or Blocked Scheme Creditor Form, as applicable, by the Voting Record Time; and/or
  - (ii) in the case of a Class A Noteholder or Class C Noteholder who is not a Sanctions-Affected Scheme Creditor, also submit (or procure that its Account Holder also submits) a Custody Instruction (thereby blocking its Existing Notes or Class C Notes (as applicable)) via the relevant Clearing System before the Custody Instruction Deadline;

will mean that the voting instructions contained in any Account Holder Letter, Class A Private Lender Proxy Form, or Class C Scheme Creditor Proxy Form (as applicable) submitted to and received via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> by the Information Agent or in any Blocked Scheme Creditor Form submitted to and received by GLAS via

email at [lm@glas.agency](mailto:lm@glas.agency), from or on behalf of that Scheme Creditor will, subject to the Chairperson's discretion, be disregarded for the purposes of voting at the relevant Scheme Meetings and the relevant Scheme Creditor will not be entitled to vote on the Schemes at the relevant Scheme Meetings.

- (e) The Chairperson of the Scheme Meetings will be entitled, in their sole discretion, to permit a Scheme Creditor in respect of which a completed Account Holder Letter, Class A Private Lender Proxy Form, Class C Scheme Creditor Proxy Form or Blocked Scheme Creditor Form (as applicable) has not been delivered prior to the Voting Record Time to vote at the relevant Scheme Meetings if the Chairperson considers that the relevant Scheme Creditor has produced sufficient proof that it is in fact a Scheme Creditor and entitled to vote.

#### **1.4 Assessment of Scheme Claims for voting purposes (Voting Scheme Claims)**

- (a) All Voting Scheme Claims for voting purposes will be determined at the Voting Record Time by the Chairperson (in the case of Scheme Creditors who are not Sanctions-Affected Scheme Creditors) or by GLAS (in the case of Blocked Scheme Creditors). The Chairperson shall assess Voting Scheme Claims for the purposes of determining the number of votes to be assigned to a Scheme Creditor at the relevant Scheme Meetings (without double-counting, and without permitting duplicative claims or portions of claims against the Company other than for US\$1) as follows:
  - (i) Generally, in respect of Class A Scheme Creditors or Class C Scheme Creditors, a value equal to the sum of (i) the outstanding principal amount or (in the case of a put option or repurchase obligation) the price amount of the relevant Class A Debts or Class C Debts held by each Scheme Creditor at the Voting Record Time, and (ii) all accrued and unpaid interest relating to such debts up to (but excluding) the Voting Record Time, subject to the Chairperson's discretion;
  - (ii) In respect of Existing Notes and Class C Notes, in which each Class A Noteholder and Class C Noteholder held an economic or beneficial interest as principal at the Voting Record Time each determined in accordance with the typical calculations of the Existing Notes Trustee, Dongpo Notes Trustee and Lake Notes Trustee, and subject to the Information Agent's reconciliation of the Account Holder Letters with any blocking instructions recorded by the Clearing Systems and the Chairperson's discretion;
  - (iii) In respect of Class A Lenders and Other Class C Scheme Creditors (not the Class C Noteholders), subject to paragraphs (iv) and (v) below, a value equal to the amount which the Chairperson, based on information provided by the Company (its agent or person instructed by it) (as relevant), considers is a fair and reasonable assessment of the Scheme Claim of such Scheme Creditor at the Voting Record Time;

- (iv) In respect of the Class C Scheme Claims, without deducting any amount for the value of the Excluded Liabilities and Excluded Collateral; and/or
  - (v) In respect of a Class C Scheme Claim relating to a put option or repurchase obligation, without deducting any amount for the value of any securities retained by the holder to which the put option or repurchase obligation relates.
- (b) To determine the Voting Scheme Claims of a Scheme Creditor who is not a Sanctions-Affected Scheme Creditor, the Chairperson will use:
- (i) For Class A Noteholders, the Account Holder Letter submitted by or on behalf of each Scheme Creditor, in accordance with the calculation of the Existing Notes Trustee, as checked by the Information Agent against the Custody Instructions submitted through the Clearing Systems (i.e. reconciliation of the Custody Instruction reference number specified in the Account Holder Letter) and, if applicable, the accession records, at the Voting Record Time;
  - (ii) For Class A Lenders, the Class A Private Lender Proxy Form submitted by or on behalf of each Scheme Creditor, as checked by the Information Agent against the books and records supplied by the Company at the Voting Record Time;
  - (iii) For Class C Noteholders, the Account Holder Letter submitted by or on behalf of each Scheme Creditor, in accordance with the calculation of the Dongpo Notes Trustee or Lake Notes Trustee (as applicable), as checked by the Information Agent against the Custody Instructions submitted through the Clearing Systems (i.e. reconciliation of the Custody Instruction reference number specified in the Account Holder Letter) and, if applicable, the accession records, at the Voting Record Time; and
  - (iv) For Other Class C Scheme Creditors (not Class C Noteholders), the Class C Scheme Creditor Proxy Form submitted by or on behalf of each Scheme Creditor, as checked by the Information Agent against the books and records supplied by the Company at the Voting Record Time.
- (c) The Chairperson and Information Agent will use reasonable endeavours to review each Account Holder Letter (for Class A Noteholders) and Class A Private Lender Proxy Form (for Class A Lenders) promptly after receipt. Notwithstanding the foregoing, it is the responsibility of each Scheme Creditor to ensure that any Account Holder Letter (for Class A Noteholders) or Class A Private Lender Proxy Form (for Class A Lenders) submitted in respect of its Scheme Claim has been validly completed. Furthermore, each Scheme Creditor acknowledges that the Information Agent is an agent of the Company, and owes no duty or responsibility towards any Scheme Creditor.

- (d) The Chairperson shall assess Voting Scheme Claims for the purposes of determining the number of votes to be assigned to a Blocked Scheme Creditor by reference to the outstanding principal amount of Existing Notes or Class C Notes in which the relevant Blocked Scheme Creditor held the beneficial interest as at the Voting Record Time, as verified against the books and records of GLAS and/or the Company, including all supporting evidence provided by the relevant Blocked Scheme Creditor.
- (e) The Chairperson, with the support of the Company (its agent or person instructed by it) and GLAS, shall use the Blocked Scheme Creditor Form submitted by or on behalf of a Class A Scheme Creditor, as verified against the records of the Company, including any additional evidence as required by GLAS and requested from the Blocked Scheme Creditor to be provided in relation to its Scheme Claim, to determine the Voting Scheme Claims and the Scheme Claim of each Blocked Scheme Creditor, and any such determinations shall (in the absence of wilful default, wilful misconduct or fraud) be conclusive and binding on the relevant Blocked Scheme Creditors and the Company.
- (f) The Chairperson will determine the Voting Scheme Claims of any Blocked Scheme Creditor based on his or her fair and reasonable assessment of the information provided by that Blocked Scheme Creditor to GLAS.
- (g) Any determination of a Scheme Creditor's Voting Scheme Claims shall (in the absence of wilful default, wilful misconduct or fraud) be conclusive and binding on such Scheme Creditors and the Company. However, the Chairperson may, in his or her absolute discretion, reject a Voting Scheme Claim for voting purposes in whole or in part if he or she considers that it does not constitute a fair and reasonable assessment of the relevant sums or if the relevant Scheme Creditor has failed to comply with the required voting procedures pursuant to the terms of the Schemes.
- (h) If the Voting Scheme Claim of a Scheme Creditor is unascertained, contingent or disputed (in part) but the Chairperson is able to estimate a minimum value of the Voting Scheme Claim, the Chairperson may nonetheless, in his or her sole discretion, admit the Voting Scheme Claim for voting purposes at such minimum value.
- (i) If the Chairperson is unable to place a minimum value on a Voting Scheme Claim, it shall be rejected by the Chairperson in its entirety for voting purposes.
- (j) The Voting Scheme Claims admitted for voting purposes by the Chairperson will be notified to the Scheme Creditors at the Scheme Meetings, but such notification does not (of itself) constitute an admission of the existence or amount of any liability of any member of the Group.
- (k) The Chairperson will be entitled to defer the announcement of the result of the vote until after the respective Scheme Meetings should the Chairperson consider it appropriate to do so (in his or her sole discretion).

- (l) The Chairperson shall report to the Cayman Court and the Hong Kong Court at the Scheme Sanction Hearings, if so requested to by the relevant Court, his or her decision to reject any Voting Scheme Claims for voting purposes and provide the relevant Court with details of such Voting Scheme Claims, and the reasons for rejection.
- (m) In respect of Blocked Scheme Creditors, GLAS will review each Blocked Scheme Creditor Form and the accompanying evidence submitted by the Voting Record Time to assess whether the form has been completed correctly and whether there is sufficient evidence to reliably establish the Blocked Scheme Creditor's identity, status as a Scheme Creditor and the value of its holding. Neither the Clearing Systems nor the Information Agent will assist GLAS with the review of this evidence and therefore GLAS will be entirely reliant upon the evidence provided by the Blocked Scheme Creditor to establish its identity, status as a Scheme Creditor and value of its holding. GLAS's determination shall (in the absence of wilful default, wilful misconduct or fraud) be conclusive and binding on Blocked Scheme Creditors. The Blocked Scheme Creditor Forms that are verified by GLAS will be provided to the Chairperson of the relevant Scheme Meetings with a recommendation that the vote contained therein be admitted as part of the overall vote on the Schemes. The Chairperson retains absolute discretion to accept or reject such Blocked Scheme Creditor Forms.
- (n) Neither GLAS nor any of its directors, officers, employees, agents, affiliates or advisers will have any tortious, contractual or any other liability to any person in connection with the verification of any Blocked Scheme Creditor's Blocked Scheme Creditor Form. Each Blocked Scheme Creditor hereby unconditionally and irrevocably waives and releases any claims which may arise against the GLAS from all actual or potential liability, arising directly or indirectly, in each case, in relation to GLAS' performance of its roles and all other actions which they may take in connection with the Schemes, save for any liability resulting from GLAS' own fraud or wilful misconduct.
- (o) Subject to paragraph 1.4(p) below, every Scheme Creditor whose vote is validly cast in person or by its authorised representative (if a corporation) or by proxy at the Scheme Meetings shall have one (1) vote for every US\$1 of Voting Scheme Claim in which it holds an economic or beneficial interest or legal interest (as applicable) as principal as at the Voting Record Time and all accrued and unpaid interest relating to such Existing Debts up to (but excluding) the Voting Record Time.
- (p) In respect of the Treasure Glory On-Lent Loan, it is the intended approach of the Chairperson to allow this claim for a nominal amount of US\$1 as its Voting Scheme Claim. The Treasure Glory On-Lent Loan and the Class A Private Loan are considered to be duplicative and substantially the same debt owed by the Company. The Treasure Glory On-Lent Loan, being the secondary claim, is therefore considered to be of no value in a liquidation of the Company due to the rule against "double proof" and/or on a contractual basis.

- (q) Only those persons who are Scheme Creditors as at the Voting Record Time are entitled to attend and vote, either in person or, if a corporation, by a duly authorised representative or by proxy at the Scheme Meetings.
- (r) The Chairperson shall have absolute discretion (in the absence of wilful default, wilful misconduct or fraud) to permit any Scheme Creditor to vote at the Scheme Meetings, notwithstanding that: (i) in the case of a Scheme Creditor that is not a Sanctions-Affected Scheme Creditor, the Account Holder Letter, Class A Private Lender Proxy Form, or the Class C Scheme Creditor Proxy Form (as applicable) has not been validly completed in accordance with the instructions set out in this Solicitation Packet or has been submitted to the Information Agent via the Portal after the Voting Record Time, or (ii) in the case of a Scheme Creditor that is a Blocked Scheme Creditor, the Blocked Scheme Creditor Form had not been validly completed in accordance with the instructions set out in this Solicitation Packet or has been submitted to GLAS after the Voting Record Time, provided that the Chairperson considers that the information contained therein is sufficient to establish the right of the Scheme Creditor to vote at the Scheme Meetings.
- (s) The Chairperson will collate the votes from each Scheme Creditor and will add the votes during the Scheme Meetings. The Chairperson will be responsible for counting the votes. The Chairperson shall then report to the Scheme Creditors as to whether the Schemes have been approved.
- (t) Subject to any inherent jurisdiction of the Cayman Court and the Hong Kong Court, the decision of the Chairperson as to the admission of votes at that Scheme Meeting shall be final and binding to the fullest extent permitted by law for the purposes of, and in relation to the proceedings at, the Scheme Meetings.
- (u) The admission and valuation of any Scheme Claim for voting purposes (Voting Scheme Claim) does not (in itself) constitute an admission of the existence or value of the Scheme Claim and will not bind the Company for any purpose other than voting at the Scheme Meetings.

## **1.5 Sales, assignments or transfers**

- (a) Subject to paragraph (c) below, the Scheme Administrators shall not be under any obligation to recognise any sale, assignment or transfer of any Scheme Claim after the Voting Record Time for the purposes of determining the Entitlement to Scheme Consideration of each Scheme Creditor (and/or their Designated Recipient, as applicable) under the Schemes. The Scheme Administrators may, in their sole discretion and subject to the production of such other evidence as they may reasonably require, agree to recognise such sale, assignment or transfer for the purposes of determining Entitlements to Scheme Consideration under the Schemes.
- (b) Any assignee or transferee of a Scheme Creditor so recognised by the Company shall be bound by the terms of the Schemes in the event that they become effective as if it were a Scheme Creditor and shall produce such evidence as the Company

may reasonably require to confirm that it has agreed to be bound by the terms of the Schemes. None of the Existing Notes Trustee or the Existing Notes Paying and Transfer Agent and Registrar will be responsible for confirming Class A Noteholders as at the Voting Record Time or for monitoring, acknowledging or processing any assignments that occur after the Voting Record Time.

- (c) Class C Scheme Creditors are not prevented by the Schemes from selling, assigning or transferring any Excluded Liability or Excluded Collateral after the Restructuring Effective Date. Where the Class C Notes are sold, assigned or transferred by a Class C Noteholder after the Restructuring Effective Date, the Class C Noteholder (as applicable) as at the Entitlement Record Time shall remain entitled to receive the Scheme Consideration pursuant to the terms of the Schemes (rather than the assignee, purchaser or transferee of the Class C Notes). Notwithstanding the foregoing, any sold, assigned or transferred Excluded Liability or Excluded Collateral shall be disclosed to the Scheme Administrators and/or the Scheme Adjudicator (as applicable) in accordance with the terms of the Schemes, and shall be taken into account for the purpose of calculating the Assessed Value when determining the relevant Class C Scheme Creditor's Entitlement to Scheme Consideration.

## **2. BLOCKING EXISTING NOTES AND CLASS C NOTES AND UNDERTAKING NOT TO TRANSFER**

### **2.1 General**

**The following steps apply only to Class A Noteholders and Class C Noteholders that are eligible to submit instructions via the Clearing Systems (i.e. not Sanctions-Affected Scheme Creditors).<sup>16</sup>**

- (a) Please note that the Clearing System in which you (or your custodian) hold your Existing Notes or Class C Notes (as applicable) may impose an earlier deadline for the submission of the Custody Instructions. To ensure timely submission of your Custody Instruction, please ask your custodian to check with the Clearing System as to whether any earlier deadline is applicable and ensure that your Custody Instructions and Account Holder Letter is received before any applicable deadline. This is particularly important if you wish to:
  - (i) submit an Account Holder Letter by the Voting Record Time in order to vote at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable); and/or

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<sup>16</sup> Blocked Scheme Creditors' Existing Notes and Class C Notes (as applicable) are already blocked from trading, as their accounts have been blocked by the Clearing Systems due to Applicable Sanctions, so that all such Blocked Scheme Creditors are unable to submit instructions to the Clearing Systems.

- (ii) submit an Account Holder Letter by the Voting Record Time in order to receive the Consent Fee (if applicable) on the Restructuring Effective Date (if a Class A Noteholder electing Option 2 Scheme Consideration) or on the Final Distribution Date (if a Class A Noteholder electing Option 1 Scheme Consideration or a Class C Noteholder); and/or
  - (iii) (if you are a Class A Noteholder) submit an Account Holder Letter by the Class A Options Deadline (if not already submitted before the Voting Record Time) in order to receive New Instruments on the Restructuring Effective Date, if electing to receive Option 2 Scheme Consideration, and to receive TJ Scheme Consideration (if electing the A2 Package) in accordance with the terms of the Schemes.
- (b) Subject to paragraph 2.1(j) below, a Class A Noteholder or a Class C Noteholder who procures the submission of an Account Holder Letter (to vote at the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable) and/or receive the Consent Fee (if applicable)) must, before the Custody Instruction Deadline and prior to delivering the Account Holder Letter to the Information Agent via the Portal, block its Existing Notes or Class C Notes (as applicable) by ensuring that its Account Holder follows the instructions set out in paragraph 2.2 below.
- (c) Subject to paragraph 2.1(j) below, a Class A Noteholder or a Class C Noteholder who procures the submission of an Account Holder Letter (to receive any New Instruments on the Final Distribution Date) must, before the applicable Holding Period Custody Instruction Deadline and prior to delivering the Account Holder Letter to the Information Agent via the Portal, block its Existing Notes or Class C Notes (as applicable) by ensuring that its Account Holder follows the instructions set out in paragraph 2.2 below.
- (d) Except as permitted under Clause 6.4 (c)(iii) of the Explanatory Statement, an Account Holder Letter alone – without a Custody Instruction submitted by the Custody Instruction Deadline – will not be valid for the purposes of (i) voting at the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable), (ii) receiving the Consent Fee on the Restructuring Effective Date (if a Class A Noteholder electing Option 2 Scheme Consideration) or on the Final Distribution Date (if a Class A Noteholder electing Option 1 Scheme Consideration or a Class C Noteholder), or (iii) receiving some New Instruments on the Restructuring Effective Date (with the remainder being received on the Final Distribution Date), if electing to receive Option 2 Scheme Consideration, and to receive TJ Scheme Consideration (if electing the A2 Package or the C2 Package) in accordance with the terms of the Schemes. The Company and the Information Agent and the Chairperson reserve the right to reject any Account Holder Letter that does not include a valid Custody Instruction Reference Number in accordance with paragraph 2.2 below.
- (e) An Account Holder Letter alone – without a Custody Instruction submitted by the applicable Holding Period Custody Instruction Deadline – will not be valid for the



purposes of receiving a Scheme Creditor's full allocation of New Instruments on the Final Distribution Date. The Company and the Information Agent reserve the right to reject any Account Holder Letter that does not include a valid Custody Instruction Reference Number in accordance with paragraph 2.2 below.

- (f) The Existing Notes and the Class C Notes should be blocked via a Custody Instruction in accordance with the standard practices and procedures of Euroclear or Clearstream, as applicable, and the deadlines required by Euroclear or Clearstream, as applicable, their Account Holders and any Intermediary. If the Scheme Creditor is a Participating Creditor, its Custody Instruction must include its Accession Code.
- (g) Euroclear or Clearstream, as applicable, will automatically assign a Custody Instruction Reference Number in respect of each Custody Instruction and, as noted above, the Custody Instruction Reference Number must be included in the Account Holder Letter relating to the Existing Notes or the Class C Notes (as applicable) in respect of which the Custody Instruction Reference Number has been obtained. It is the responsibility of Account Holders to (and Class A Noteholders or Class C Noteholders to ensure that their Account Holders) comply with any particular deadlines required by such Persons or the Information Agent in order to meet the Custody Instruction Deadline, the Voting Record Time, the applicable Holding Period Custody Instruction Deadline, the Class A Bar Date, and the Class C Bar Date (as applicable). As such, Account Holders should ensure that Euroclear or Clearstream (as applicable) have received Custody Instructions regarding the Existing Notes or the Class C Notes that are the subject of each Account Holder Letter and each Class A Noteholder or Class C Noteholder procuring the submission of an Account Holder Letter by its Account Holder should instruct its Account Holder to confirm that (and the Account Holder should ensure that) the Account Holder Letter includes the Custody Instruction Reference Number.
- (h) If the Restructuring Effective Date occurs before the Longstop Date, all of the Existing Notes will be cancelled in the Clearing Systems and will be irrevocably released and cancelled in full in accordance with the terms of the Schemes on the Restructuring Effective Date and thereafter will not be capable of being traded in the Clearing Systems.
- (i) Conversely, all Class C Notes for which Custody Instructions have been provided will be unblocked from trading on the Restructuring Effective Date, and will be capable of being traded thereafter. That is because the Class C Notes (unlike the Existing Notes) are not being irrevocably released and cancelled on the Restructuring Effective Date – only the Company's guarantees of the Class C Notes will be released and cancelled on the Restructuring Effective Date. Any Custody Instructions received in respect of the Class C Notes after the Restructuring Effective Date will not block the Class C Notes (as applicable), and will not prevent the Class C Notes (as applicable) from being transferred. Rather, any such Custody Instructions serve as a confirmation of the Person which held the Class C Notes (as applicable) as at the Entitlement Record Time.

- (j) Any Custody Instruction submitted by or on behalf of a Class A Noteholder or a Class C Noteholder shall be irrevocable for all purposes in connection with the Schemes unless and until the Company has provided an irrevocable instruction to the Information Agent in accordance with paragraph 2.1(l) below.
- (k) For the avoidance of doubt, all Existing Notes (even those in respect of which no Custody Instructions were given) will be blocked from trading by the Clearing Systems five (5) Business Days prior to the Restructuring Effective Date.
- (l) The Company shall provide an irrevocable instruction to the Information Agent, who would in turn provide the irrevocable instruction to the Clearing Systems, to immediately cause the unblocking of:
  - (i) the Class C Notes (to the extent that Custody Instructions have already been submitted in respect of those Dongpo Notes and/or Lake Notes) within two (2) Business Days after the Restructuring Effective Date, to allow trading by the Clearing Systems in the Class C Notes after the Restructuring Effective Date;
  - (ii) the Existing Notes and the Class C Notes within two (2) Business Days after one of the circumstances below occurs:
    - (A) any of the Schemes is not approved by the requisite majorities of the Scheme Creditors of the Class A Scheme Meetings and/or the Class C Scheme Meetings (provided that such Scheme Meetings may be postponed or adjourned to a subsequent date in order to obtain the requisite approval), or is withdrawn or is terminated in accordance with the terms of the relevant Scheme;
    - (B) the Cayman Court and/or the Hong Kong Court not granting the Scheme Sanction Orders at the hearing of the Cayman Court and/or the Hong Kong Court convened for such purpose and the Company has exhausted all avenues of appeal within or from the Cayman Court and/or the Hong Kong Court (as applicable);
    - (C) the Restructuring does not become effective by the Longstop Date; or
    - (D) if the Company at its sole discretion consents to unblock any or all of the Existing Notes, the Dongpo Notes and/or the Lake Notes.

## **2.2 Procedure for blocking Existing Notes and the Class C Notes**

- (a) A Class A Noteholder and a Class C Noteholder that procures submission of an Account Holder Letter (to vote at the Class A Scheme Meetings or the Class C

Scheme Meetings (as applicable) and/or receive any New Instruments and any Consent Fee (if applicable) must ensure that its Account Holder:

- (i) submits a relevant custody instruction, prior to delivering the Account Holder Letter to the Information Agent via the Portal, to block its Existing Notes or Class C Notes in Euroclear or Clearstream (“**Custody Instruction**”) in accordance with the standard practices and procedures required by Euroclear or Clearstream prior to the Custody Instruction Deadline; and
  - (ii) includes in Part 1, Section 3 of the relevant Account Holder Letter the relevant custody instruction reference number (“**Custody Instruction Reference Number**”).
- (b) The relevant Clearing System will provide the Information Agent with confirmation that the Existing Notes and Class C Notes (as applicable) that are the subject of the relevant Account Holder Letter have been blocked with effect from or before the date of the relevant Account Holder Letter. In the event that the Clearing System has not received a Custody Instruction prior to the relevant deadline the Company may reject the Account Holder Letter for the purposes of voting at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) or receiving the New Instruments and the Consent Fee (if applicable) on the Restructuring Effective Date and/or on the Final Distribution Date (as applicable).
- (c) Please note that the Clearing System with which you (or your custodian) hold your Existing Notes or Class C Notes (as applicable) may impose an earlier deadline for the submission of the Custody Instruction (whether to vote at the Scheme Meetings or to receive the New Instruments, TJ Scheme Consideration (if applicable) and Consent Fee (if applicable)). To ensure timely submission of your Custody Instruction, please ask your custodian to check with the Clearing System as to whether any earlier deadline is applicable and ensure that your Custody Instruction is received before any applicable deadline. This is particularly important if you wish to either:
- (i) submit an Account Holder Letter by the Voting Record Time in order to vote at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable); and/or
  - (ii) submit an Account Holder Letter by the Voting Record Time in order to receive the Consent Fee (if applicable) on the Restructuring Effective Date (if a Class A Noteholder electing Option 2 Scheme Consideration) or on the Final Distribution Date (if a Class A Noteholder electing Option 1 Scheme Consideration or a Class C Noteholder); and/or
  - (iii) (if you are a Class A Noteholder) submit an Account Holder Letter by the Class A Options Deadline in order to receive some New Instruments on the

Restructuring Effective Date (with the remainder being received on the Final Distribution Date), if electing to receive Option 2 Scheme Consideration, and to receive TJ Scheme Consideration (if electing the A2 Package) in accordance with the terms of the Schemes,

given that, in both cases, the Custody Instruction must be received prior to the Account Holder Letter.

### **2.3 Undertaking not to transfer**

- (a) Once a Custody Instruction Reference Number has been received by the Clearing Systems in respect of a Scheme Creditor, the Existing Notes or Class C Notes held by that Account Holder will be “blocked” from trading until such time as the Existing Notes and Class C Notes are unblocked or, in the case of the Existing Notes, cancelled in accordance with paragraph 2.1 above.
- (b) By completion of the Account Holder Letter with inclusion of the Custody Instruction Reference Number, each Class A Noteholder and Class C Noteholder (as applicable) will be deemed to have given the undertaking that it will not, from the date of submission of its Account Holder Letter, sell, transfer, assign or otherwise dispose of its interest in all or any part of its specified Existing Notes and Class C Notes until such time as the Existing Notes and Class C Notes are cancelled or unblocked in accordance with paragraph 2.1 above. Such undertaking will terminate (as applicable) immediately upon:
  - (i) the Existing Notes being cancelled and discharged on the Restructuring Effective Date in accordance with the terms of the Schemes; or
  - (ii) the Existing Notes and the Class C Notes being unblocked in accordance with paragraph 2.1 above.
- (c) For completeness, although they do not involve any blocking of notes as otherwise mentioned above in this section, by completing a Class A Private Lender Proxy Form or Class C Scheme Creditor Proxy Form (as applicable), all such Class A Lenders or Other Class C Scheme Creditors provide similar undertakings to the Company as the above – please refer to Section 4, paragraph 3 (c) of the Class A Private Lender Proxy Form and Class C Scheme Creditor Proxy Form.

## **3. VOTING INSTRUCTIONS**

### **3.1 General**

- (a) In order to vote on the Schemes, each Scheme Creditor must take the steps set out above at paragraph 1.3 (b) of this Solicitation Packet.
- (b) For each of the documents listed at paragraph 1.3 (b) (except for the Custody Instruction), a Scheme Creditor must:

- (i) indicate its decision to either vote for or against the Schemes; and
  - (ii) indicate its election of Option 1 Scheme Consideration or Option 2 Scheme Consideration – which can be changed after the Scheme Meetings until the Class A Options Deadline (if a Class A Scheme Creditor), or the Class C Bar Date (if a Class C Scheme Creditor).
- (c) Each Class A Noteholder and Class C Noteholder who is not a Sanctions-Affected Scheme Creditor and is not an Account Holder shall:
- (i) submit its Custody Instruction through its Account Holder prior to the Custody Instruction Deadline;
  - (ii) procure that its Account Holder submits an Account Holder Letter to the Information Agent via the Portal with its Voting Instruction; and
  - (iii) allow sufficient time for the Account Holder to complete the relevant parts of the Account Holder Letter via the Portal so that it is received by the Voting Record Time.
- (d) In the case of Class A Noteholders and Class C Noteholders who are not Sanctions-Affected Scheme Creditors, it will be the responsibility of an Account Holder, who is not a Scheme Creditor, to obtain from the Class A Noteholder or Class C Noteholder (through any Intermediaries, if applicable) on whose behalf they are acting, in accordance with the procedures established between them, whatever information or instructions they may require to identify in an Account Holder Letter and to provide the information, instructions and confirmations required by the Account Holder Letter. Unless due to wilful misconduct, wilful default or fraud, the Information Agent will not be responsible for any loss or liability incurred by a Class A Noteholder or Class C Noteholder as a result of any determination by the Information Agent that an Account Holder Letter contains an error or is incomplete, even if this is subsequently shown not to have been the case.
- (e) Each Class A Lender shall submit its Class A Private Lender Proxy Form (including its Voting Instruction) to the Information Agent via the Portal by the Voting Record Time. It will be the sole responsibility of a Class A Lender to ensure that the Class A Private Lender Proxy Form contains sufficient information to allow the Information Agent to determine the Class A Lender's identity, status as a Scheme Creditor, and the value of its holding.
- (f) Each Other Class C Scheme Creditor (that are not Class C Noteholders) shall submit its Class C Scheme Creditor Proxy Form (including its Voting Instruction) to the Information Agent via the Portal by the Voting Record Time. It will be the sole responsibility of an Other Class C Scheme Creditor to ensure that the Class C Scheme Creditor Proxy Form contains sufficient information to allow the Information Agent to determine the Other Class C Scheme Creditor's identity, status as a Scheme Creditor, and the value of its holding.

- (g) Each Blocked Scheme Creditor shall submit its Blocked Scheme Creditor Form (including its Voting Instruction) to GLAS by email at [lm@glas.agency](mailto:lm@glas.agency) by the Voting Record Time. It will be the sole responsibility of a Blocked Scheme Creditor to ensure that the Blocked Scheme Creditor Form and any supporting evidence enclosed with it contains sufficient information to allow GLAS to determine the Blocked Scheme Creditor's identity, status as a Scheme Creditor, and the value of its holding. Such proof of holding should be dated as of or shortly prior to the date on which the Blocked Scheme Creditor Form is submitted to GLAS, and should, in the first instance, take the form of a securities account statement signed and dated by the custodian bank (including the full beneficial holder's name, ISIN code and position). If that form of document is not available to a Blocked Scheme Creditor, GLAS may accept other forms of proof of holding in consultation with the Company provided that it can be verified. GLAS will seek to verify such Blocked Scheme Creditor's proof of holdings to the best of its ability.
- (h) Neither the Company nor the Information Agent nor the Chairperson nor GLAS will be responsible for any loss or liability incurred by a Scheme Creditor as a result of any determination by GLAS or the Information Agent (as applicable) that an Account Holder Letter, Class A Private Lender Proxy Form, Class C Scheme Creditor Proxy Form, or Blocked Scheme Creditor Form contains an error or is incomplete, even if this is subsequently shown not to have been the case (save for wilful default, wilful misconduct or fraud).
- (i) If a person, other than a Blocked Scheme Creditor, is in any doubt as to whether or not it is a Scheme Creditor or an Account Holder, such person should contact the Information Agent using the contact details set out in this Solicitation Packet. If you are not a Sanctions-Affected Scheme Creditor and you have questions relating to the voting process or whether you are a Scheme Creditor or an Account Holder, please direct those to the Information Agent. If you are a Blocked Scheme Creditor and you have questions relating to the voting process, please direct those to GLAS using the contact details set out in this Solicitation Packet. If you are in any doubt as to whether or not you are a Blocked Scheme Creditor, please contact GLAS.
- (j) **Whilst the above only concerns voting at the Scheme Meetings, Scheme Creditors are strongly encouraged to complete their forms electing their Scheme Consideration as soon as possible (and by the Voting Record Time if possible) – noting in particular that Class A Scheme Creditors have until the Class A Options Deadline to elect Option 2 Scheme Consideration. Please refer to section 4 of this Solicitation Packet for instructions and deadlines for electing Scheme Consideration.**

### **3.2 Completion and submission of an Account Holder Letter and (if applicable) a Designated Recipient Form by a Scheme Creditor (only by Class A Noteholders or Class C Noteholders who are not Sanctions-Affected Scheme Creditors)**

- (a) Failure to validly complete an Account Holder Letter will invalidate the Account Holder Letter submitted to the Information Agent via the Portal and, in such

circumstances, the voting instructions contained in that Account Holder Letter will be disregarded for the purposes of voting on the Schemes and the relevant Class A Noteholder and Class C Noteholder will not, subject to the Chairperson's discretion, be entitled to vote at the relevant Scheme Meetings.

- (b) Failure by a Participating Creditor to validly complete its Account Holder Letter and submit it to the Information Agent by the Voting Record Time will mean that the relevant Participating Creditor will not receive any Consent Fee. Moreover, failure by a Participating Creditor to include its valid Accession Code in its Account Holder Letter will mean that the relevant Participating Creditor will not receive any Consent Fee.
- (c) Each Class A Noteholder or Class C Noteholder who is not an Account Holder will need to provide the required information (such as contact details), its voting instructions and elections to its Account Holder in order to validly complete the Account Holder Letter.

*Elections relating to the Scheme Meetings*

- (d) In summary, each Class A Noteholder or Class C Noteholder may decide, among other things:
  - (i) to instruct the Chairperson as its proxy to cast a vote on behalf of such Class A Noteholder or Class C Noteholder at the Class A Scheme Meetings (if a Class A Noteholder) or at the Class C Scheme Meetings (if a Class C Noteholder) in accordance with the wishes of such Scheme Creditor; or
  - (ii) to appoint someone else as its proxy to attend and cast a vote at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) in accordance with the wishes of such Scheme Creditor; or
  - (iii) to attend and vote at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) in person or, if a corporation, by a duly authorised representative,

in each case, by ensuring that such election is recorded in the Account Holder Letter submitted by it or on its behalf and that Part 2 (*Voting and Appointment of Proxy*) of the Account Holder Letter is validly completed.

- (e) Each Class A Noteholder and Class C Noteholder is recommended to appoint a proxy (either the Chairperson or someone of its choice who would be willing to attend the Class A Scheme Meetings or the Class C Scheme Meetings, as applicable) in any event, even if that Class A Noteholder or Class C Noteholder intends to attend and vote in person or, if a corporation, by a duly authorised representative, in case such Class A Noteholder or Class C Noteholder is unable to do so for some reason. A Class A Noteholder or Class C Noteholder who appoints a proxy will still be entitled to attend and vote at the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable) in person or, if a corporation, by a

duly authorised representative, in that case the proxy previously appointed will no longer be entitled to vote under that appointment.

*Instructions to be included*

**PLEASE NOTE THAT ALL FORMS SHOULD BE VALIDLY COMPLETED AND SUBMITTED VIA THE PORTAL [HTTPS://PORTAL.MORROWSODALI.COM/EVERGRANDESCHEME](https://portal.morrowsodali.com/evergrandescheme).**

- (f) Each Class A Noteholder and Class C Noteholder should ensure that the following is included in the Account Holder Letter submitted via the Portal by it or on its behalf:
  - (i) its identity and other information in Section 1 of Part 1 of the Account Holder Letter;
  - (ii) the Account Holder's information and details of the Existing Notes or Class C Notes (as applicable) which are the subject of the Account Holder Letter, including the ISIN code, the principal amount of the Existing Notes or Class C Notes (as applicable) subject to the Account Holder Letter, the Clearing System participant account number of the Account Holder and, in respect of the relevant Custody Instruction, the relevant Custody Instruction Reference Number and, for Participating Creditors that have previously signed or acceded to the Class A RSA or the Class C RSA (as applicable), the Accession Code in Sections 2 and 3 of Part 1 of the Account Holder Letter; and
  - (iii) its voting instructions with respect to the Schemes in Part 2 of the Account Holder Letter.
- (g) In addition, each Class A Noteholder and Class C Noteholder should also submit via the Portal (or procure that its Account Holder submits):
  - (i) where they wish to appoint a Designated Recipient to receive their Entitlement to Scheme Consideration and/or their entitlement to TJ Scheme Consideration (if applicable) and/or the Consent Fee (if applicable), a completed and signed Designated Recipient Form at Appendix 1 to the Account Holder Letter; and
  - (ii) in order to receive the New Instruments, TJ Scheme Consideration (if applicable) and Consent Fee (if applicable), a completed and signed (by the Account Holder on behalf of the Class A Noteholder or Class C Noteholder or, if applicable, a Designated Recipient) Distribution Confirmation Deed at Appendix 2 to the Account Holder Letter.
- (h) Each Class A Noteholder or Class C Noteholder that submits, delivers or procures the delivery of an Account Holder Letter via the Portal to the Information Agent by the Voting Record Time or, failing that, by the Class A Bar Date or the Class C Bar



Date (as applicable) shall be deemed to make the representations, warranties and undertakings to the Company and the Information Agent set forth in the Account Holder Letter.

- (i) After the Class A Noteholders and Class C Noteholders submit their Custody Instruction to the Account Holder, the Account Holder must ensure the Account Holder Letter with its voting instructions is fully completed and then return the Account Holder Letter to the Information Agent via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme>.
- (j) All Account Holder Letters should be submitted by Account Holders as soon as possible and in any event by the Voting Record Time. Any Account Holder Letter submitted to the Information Agent via the Portal after the Voting Record Time will be disregarded for voting purposes and the applicable Class A Noteholder or Class C Noteholder shall not be entitled to vote at the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable), except as may be permitted by the Chairperson in his/her sole discretion.
- (k) **Whilst the above only concerns voting at the Scheme Meetings, Scheme Creditors are strongly encouraged to complete their forms electing their Scheme Consideration as soon as possible (and by the Voting Record Time if possible) – noting in particular that Class A Scheme Creditors have until the Class A Options Deadline to elect Option 2 Scheme Consideration. Please refer to section 4 of this Solicitation Packet for instructions and deadlines for electing Scheme Consideration.**

### **3.3 Completion and submission of a Class A Private Lender Proxy Form and (if applicable) a Designated Recipient Form (only by Class A Lenders who are not Sanctioned Scheme Creditors)**

- (a) All Class A Private Lender Proxy Forms should be submitted as soon as possible to the Information Agent via the Portal and in any event by the Voting Record Time. Any Class A Private Lender Proxy Form submitted to the Information Agent via the Portal after the Voting Record Time will be disregarded for voting purposes and the applicable Class A Lender shall not be entitled to vote at the Class A Scheme Meetings, except as may be permitted by the Chairperson in his/her sole discretion.
- (b) Failure to validly complete a Class A Private Lender Proxy Form and to provide the relevant supporting evidence will invalidate such form submitted to the Information Agent via the Portal. In such circumstances, the voting instructions contained in that form will be disregarded for the purposes of voting on the Schemes and the relevant Class A Lender will not, subject to the Chairperson's discretion, be entitled to vote at the Class A Scheme Meetings.
- (c) Failure by a Class A Lender who is a Participating Creditor to validly complete its Class A Private Lender Proxy Form and submit it to the Information Agent by the Voting Record Time will mean that such Participating Creditor will not receive any

Consent Fee. Moreover, failure by a Class A Lender who is a Participating Creditor to include its valid Accession Code in its Class A Private Lender Proxy Form will mean that such Participating Creditor will not receive any Consent Fee.

*Elections relating to the Class A Scheme Meetings*

- (d) In summary, each Class A Lender may decide, among other things:
  - (i) to instruct the Chairperson as its proxy to cast a vote on behalf of such Class A Lender at the Class A Scheme Meetings in accordance with the wishes of such Class A Lender; or
  - (ii) to appoint someone else as its proxy to attend and cast a vote at the Class A Scheme Meetings in accordance with the wishes of such Class A Lender; or
  - (iii) to attend and vote at the Class A Scheme Meetings in person or, if a corporation, by a duly authorised representative,

in each case, by ensuring that such election is recorded in the Class A Private Lender Proxy Form submitted by it or on its behalf and that Section 5 (*Voting Instructions relating to the Schemes and Appointment of Proxy*) of the Class A Private Lender Proxy Form is validly completed.

- (e) Each Class A Lender is recommended to appoint a proxy (either the Chairperson or someone of its choice who would be willing to attend the Class A Scheme Meetings) in any event, even if that Class A Lender intends to attend and vote in person or, if a corporation, by a duly authorised representative, in case such Class A Lender is unable to do so for some reason. A Class A Lender who appoints a proxy will still be entitled to attend and vote at the Class A Scheme Meetings in person or, if a corporation, by a duly authorised representative, in that case the proxy previously appointed will no longer be entitled to vote under that appointment.

*Instructions to be included*

- (f) Each Class A Lender should ensure that the following is included in the Class A Private Lender Proxy Form submitted by it or on its behalf:
  - (i) its identity and other information in Section 2 of the Class A Private Lender Proxy Form;
  - (ii) the details of the Class A Lender's interest in the Class A Private Loan which is the subject of the Class A Private Lender Proxy Form, including the principal amount of the Class A Private Loan debt the subject of the Class A Private Lender Proxy Form, and, for Participating Creditors that have previously signed or acceded to the Class A RSA, the Accession Code in Section 3 of the Class A Private Lender Proxy Form;

- (iii) its affirmative confirmations in Section 4 of the Class A Private Lender Proxy Form; and
  - (iv) its voting instructions with respect to the Schemes in Section 5 of the Class A Private Lender Proxy Form.
- (g) In addition, each Class A Lender should also submit:
- (i) where they wish to appoint a Designated Recipient to receive their share of the New Instruments and Consent Fee (if applicable), a completed and signed Designated Recipient Form at Appendix 1 to the Class A Private Lender Proxy Form; and
  - (ii) in order to receive the New Instruments and Consent Fee (if applicable), a completed and signed (by the Class A Lender and, if applicable, a Designated Recipient) Distribution Confirmation Deed at Appendix 2 to the Class A Private Lender Proxy Form.
- (h) Each Class A Lender that submits, delivers or procures the delivery of a Class A Private Lender Proxy Form to the Information Agent by the Voting Record Time shall be deemed to make the representations, warranties and undertakings to the Company and the Information Agent set forth in that Class A Private Lender Proxy Form.
- (i) **Whilst the above only concerns voting at the Scheme Meetings, Scheme Creditors are strongly encouraged to complete their forms electing their Scheme Consideration as soon as possible (and by the Voting Record Time if possible) – noting in particular that Class A Scheme Creditors have until the Class A Options Deadline to elect Option 2 Scheme Consideration. Please refer to section 4 of this Solicitation Packet for instructions and deadlines for electing Scheme Consideration.**

**3.4 Completion and submission of a Class C Scheme Creditor Proxy Form and (if applicable) a Designated Recipient Form (only by Other Class C Scheme Creditors, (that is, not Class C Noteholders) who are not Sanctions-Affected Scheme Creditors)**

- (a) All Class C Scheme Creditor Proxy Forms should be submitted as soon as possible to the Information Agent via the Portal and in any event by the Voting Record Time. Any Class C Scheme Creditor Proxy Form submitted to the Information Agent via the Portal after the Voting Record Time will be disregarded for voting purposes and the applicable Other Class C Scheme Creditor shall not be entitled to vote at the Class C Scheme Meetings, except as may be permitted by the Chairperson in his/her sole discretion.
- (b) Failure to validly complete a Class C Scheme Creditor Proxy Form and to provide the relevant supporting evidence will invalidate any such form submitted to the Information Agent via the Portal. In such circumstances, the voting instructions contained in that form will be disregarded for the purposes of voting on the

Schemes and the relevant Other Class C Scheme Creditor will not, subject to the Chairperson's discretion, be entitled to vote at the Class C Scheme Meetings.

- (c) Failure by an Other Class C Scheme Creditor (excluding Class C Noteholders) who is a Participating Creditor to validly complete its Class C Scheme Creditor Proxy Form and submit it to the Information Agent by the Voting Record Time will mean that such Participating Creditor will not receive any Consent Fee. Moreover, failure by an Other Class C Scheme Creditor (excluding Class C Noteholders) who is a Participating Creditor to include its valid Accession Code in its Class C Scheme Creditor Proxy Form will mean that such Participating Creditor will not receive any Consent Fee.

*Elections relating to the Class C Scheme Meetings*

- (d) In summary, each Other Class C Scheme Creditor (excluding Class C Noteholders) may decide, among other things:
  - (i) to instruct the Chairperson as its proxy to cast a vote on behalf of such Other Class C Scheme Creditor at the Class C Scheme Meetings in accordance with the wishes of such Other Class C Scheme Creditor; or
  - (ii) to appoint someone else as its proxy to attend and cast a vote at the Class C Scheme Meetings in accordance with the wishes of such Other Class C Scheme Creditor; or
  - (iii) to attend and vote at the Class C Scheme Meetings in person or, if a corporation, by a duly authorised representative,

in each case, by ensuring that such election is recorded in the Class C Scheme Creditor Proxy Form submitted by it or on its behalf and that Section 5 (*Voting Instructions relating to the Schemes and Appointment of Proxy*) of the Class C Scheme Creditor Proxy Form is validly completed.

- (e) Each Other Class C Scheme Creditor is recommended to appoint a proxy (either the Chairperson or someone of its choice who would be willing to attend the Class C Scheme Meetings) in any event, even if that Other Class C Scheme Creditor intends to attend and vote in person or, if a corporation, by a duly authorised representative, in case such Other Class C Scheme Creditor is unable to do so for some reason. An Other Class C Scheme Creditor who appoints a proxy will still be entitled to attend and vote at the Class C Scheme Meetings in person or, if a corporation, by a duly authorised representative, in that case the proxy previously appointed will no longer be entitled to vote under that appointment.

*Instructions to be included*

- (f) Each Other Class C Scheme Creditor (excluding Class C Noteholders) should ensure that the following is included in the Class C Scheme Creditor Proxy Form submitted by it or on its behalf:

- (i) its identity and other information in Section 2 of the Class C Scheme Creditor Proxy Form;
  - (ii) the details of the Other Class C Scheme Creditor's interest in the Class C Debts which are the subject of the Class C Scheme Creditor Proxy Form, including the principal amount of the Class C Debts the subject of the Class C Scheme Creditor Proxy Form, and, for Participating Creditors that have previously signed or acceded to the Class C RSA, the Accession Code in Section 3 of the Class C Scheme Creditor Proxy Form;
  - (iii) its affirmative confirmations in Section 4 of the Class C Scheme Creditor Proxy Form; and
  - (iv) its voting instructions with respect to the Schemes in Section 5 of the Class C Scheme Creditor Proxy Form.
- (g) In addition, each Other Class C Scheme Creditor (excluding Class C Noteholders) should also submit:
- (i) where it wishes to appoint a Designated Recipient to receive their share of the New Instruments and Consent Fee (if applicable), a completed and signed Designated Recipient Form at Appendix 1 to the Class C Scheme Creditor Proxy Form; and
  - (ii) in order to receive the New Instruments, TJ Scheme Consideration (if applicable) and Consent Fee (if applicable), a completed and signed (by the Other Class C Scheme Creditor and, if applicable, a Designated Recipient) Distribution Confirmation Deed at Appendix 2 to the Class C Scheme Creditor Proxy Form.
- (h) Each Other Class C Scheme Creditor that submits, delivers or procures the delivery of a Class C Scheme Creditor Proxy Form to the Information Agent by the Voting Record Time, shall be deemed to make the representations, warranties and undertakings to the Company and the Information Agent set forth in that Class C Scheme Creditor Proxy Form.
- (i) **Whilst the above only concerns voting at the Scheme Meetings, Scheme Creditors are strongly encouraged to complete their forms electing their Scheme Consideration as soon as possible (and by the Voting Record Time if possible). Please refer to section 4 of this Solicitation Packet for instructions and deadlines for electing Scheme Consideration.**

### **3.5 Completion and submission of a Blocked Scheme Creditor Form (only by Blocked Scheme Creditors)**

- (a) All Blocked Scheme Creditor Forms should be submitted as soon as possible to GLAS via email at [lm@glas.agency](mailto:lm@glas.agency) and in any event by the Voting Record Time. Any Blocked Scheme Creditor Form submitted to GLAS after the Voting Record

Time will be disregarded for voting purposes and the applicable Blocked Scheme Creditor shall not be entitled to vote at the relevant Scheme Meetings, except as may be permitted by the Chairperson in his/her sole discretion.

- (b) Failure to validly complete a Blocked Scheme Creditor Form and to provide the relevant supporting evidence will invalidate such form submitted to GLAS. In such circumstances, the voting instructions contained in that form will be disregarded for the purposes of voting on the Schemes and the relevant Blocked Scheme Creditor will not, subject to the Chairperson's discretion, be entitled to vote at the relevant Scheme Meetings.
- (c) Failure by a Blocked Scheme Creditor who is a Participating Creditor to validly complete its Blocked Scheme Creditor Form and submit it to GLAS by the Voting Record Time will mean that such Participating Creditor will not receive any Consent Fee. Moreover, failure by a Blocked Scheme Creditor who is a Participating Creditor to include its valid Accession Code in its Blocked Scheme Creditor will mean that such Participating Creditor will not receive any Consent Fee.

*Elections relating to the Scheme Meetings*

- (d) In summary, each Blocked Scheme Creditor may decide, among other things:
  - (i) to instruct the Chairperson as its proxy to cast a vote on behalf of such Blocked Scheme Creditor at the relevant Scheme Meetings in accordance with the wishes of such Blocked Scheme Creditor; or
  - (ii) to appoint someone else as its proxy to attend and cast a vote at the relevant Scheme Meetings in accordance with the wishes of such Blocked Scheme Creditor; or
  - (iii) to attend and vote at the relevant Scheme Meetings in person or, if a corporation, by a duly authorised representative,

in each case, by ensuring that such election is recorded in the Blocked Scheme Creditor Form submitted by it or on its behalf and that Section 5 (*Voting Instructions relating to the Schemes and Appointment of Proxy*) of the Blocked Scheme Creditor Form is validly completed.

- (e) Each Blocked Scheme Creditor is recommended to appoint a proxy (either the Chairperson or someone of its choice who would be willing to attend the relevant Scheme Meetings) in any event, even if that Blocked Scheme Creditor intends to attend and vote in person or, if a corporation, by a duly authorised representative, in case such Blocked Scheme Creditor is unable to do so for some reason. A Blocked Scheme Creditor who appoints a proxy will still be entitled to attend and vote at the relevant Scheme Meetings in person or, if a corporation, by a duly authorised representative, in that case the proxy previously appointed will no longer be entitled to vote under that appointment.

*Instructions to be included*

- (f) Each Blocked Scheme Creditor should ensure that the following is included in the Blocked Scheme Creditor Form submitted by it or on its behalf:
  - (i) its identity and other information in Section 2 of the Blocked Scheme Creditor Form;
  - (ii) the details of the Blocked Scheme Creditor's interest in the Existing Debts which are the subject of the Blocked Scheme Creditor Form, including the principal amount of the Existing Debts the subject of the Blocked Scheme Creditor Form, and, for Participating Creditors that have previously signed or acceded to the Class A RSA or the Class C RSA, the Accession Code in Sections 2 and 3 of the Blocked Scheme Creditor Form;
  - (iii) its affirmative confirmations in Section 4 of the Blocked Scheme Creditor Form; and
  - (iv) its voting instructions with respect to the Schemes in Section 5 of the Blocked Scheme Creditor Form.
- (g) In addition, once Applicable Sanctions are lifted in respect of a Blocked Scheme Creditor, such Blocked Scheme Creditor should send the Company without delay:
  - (i) where they wish to appoint a Designated Recipient to receive its share of the New Instruments, a completed and signed Designated Recipient Form at Appendix 1 to the Account Holder Letter; and
  - (ii) in order to receive the New Instruments, TJ Scheme Consideration (if applicable) and Consent Fee (if applicable), a completed and signed (by the Blocked Scheme Creditor and, if applicable, a Designated Recipient) Distribution Confirmation Deed at Appendix 2 to the Account Holder Letter.
- (h) Each Blocked Scheme Creditor that submits, delivers or procures the delivery of a Blocked Scheme Creditor Form to GLAS by the Voting Record Time shall be deemed to make the representations, warranties and undertakings to the Company set forth in that Blocked Scheme Creditor Form.
- (i) **Whilst the above only concerns voting at the Scheme Meetings, Blocked Scheme Creditors are strongly encouraged to complete their forms electing their Scheme Consideration as soon as possible (and by the Voting Record Time if possible). Please refer to section 4 of this Solicitation Packet for instructions and deadlines for electing Scheme Consideration.**

### 3.6 Attending the Scheme Meetings

- (a) The Scheme Meetings will take place at the times described in paragraph 1.2(c) above.

#### *The Class A Scheme Meetings*

- (b) A Class A Scheme Creditor, its duly authorised representative (if a corporation), or its proxy may attend and vote at the Class A Scheme Meetings by either:
  - (i) Attending in person at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong; or
  - (ii) Attending by video conference, using dial-in details which may be obtained via email on request from the Information Agent not later than forty-eight (48) hours prior to the scheduled start time (for Scheme Creditors who are not Sanctions-Affected Scheme Creditors) or GLAS (for Blocked Scheme Creditors).

Class A Scheme Creditors who elect to attend the Class A Scheme Meetings by video conference and have submitted the required Account Holder Letter, Class A Private Lender Proxy Form or Blocked Scheme Creditor Form (as applicable) will be able to vote (and to change their vote if they so wish) at the Class A Scheme Meetings.

- (c) A Class A Scheme Creditor that is not a Sanctions-Affected Scheme Creditor, its duly authorised representative, or its proxy who wishes to attend and vote at the Class A Scheme Meetings by a live video conference should contact the Information Agent via email to register and obtain the dial-in details by providing the relevant documentation as may be requested by the Information Agent not later than forty-eight (48) hours prior to the scheduled start time of the Class A Hong Kong Scheme Meeting (which will be immediately followed by the Class A Cayman Scheme Meeting).
- (d) A Blocked Scheme Creditor, its duly authorised representative, or its proxy who wishes to attend (but not vote) at the Class A Scheme Meetings should contact GLAS for details to register and join the Class A Scheme Meetings via video conference by providing the relevant documentation as may be requested by GLAS not later than forty-eight (48) hours prior to the scheduled start time of the Class A Hong Kong Scheme Meeting.
- (e) Any Class A Scheme Creditor or its proxy attending the Class A Scheme Meetings, whether attending in person or via video conference, must produce a duplicate copy of the Account Holder Letter, Class A Private Lender Proxy Form or Blocked Scheme Creditor Form, as applicable, that was validly completed, executed and delivered on their behalf together with evidence of corporate authority (in the case of a corporation) (for example, a valid power of attorney and/or board resolutions) and evidence of personal identity (being a valid original passport or other original



government-issued photographic identification) at the virtual registration desk by no later than 15 minutes before the scheduled time of the Class A Hong Kong Scheme Meeting. If appropriate personal identification or evidence of authority is not produced, that person shall only be permitted to attend and vote at the Class A Scheme Meetings at the sole discretion of the Chairperson.

- (f) If a Class A Scheme Creditor appoints the Chairperson as its proxy, there is no need for the Chairperson to take the Account Holder Letter, Class A Private Lender Proxy Form or Blocked Scheme Creditor Form, as applicable, to the Class A Scheme Meetings.

#### *The Class C Scheme Meetings*

- (g) A Class C Scheme Creditor, its duly authorised representative (if a corporation), or its proxy may attend and vote at the Class C Scheme Meetings by either:
  - (i) Attending in person at Sidley Austin at 39th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong; or
  - (ii) Attending by video conference, using dial-in details which may be obtained via email on request from the Information Agent not later than forty-eight (48) hours prior to the scheduled start time (for Scheme Creditors who are not Sanctions-Affected Scheme Creditors) or GLAS (for Blocked Scheme Creditors).

Class C Scheme Creditors who elect to attend the Class C Scheme Meetings by video conference and have submitted the required Account Holder Letter, Class C Scheme Creditor Proxy Form or Blocked Scheme Creditor Form (as applicable) will be able to vote (and to change their vote if they so wish) at the Class C Scheme Meetings.

- (h) A Class C Scheme Creditor that is not a Sanctions-Affected Scheme Creditor, its duly authorised representative, or its proxy who wishes to attend and vote at the Class C Scheme Meetings by a live video conference should contact the Information Agent to register and obtain the dial-in details by providing the relevant documentation as may be requested by the Information Agent not later than forty-eight (48) hours prior to the scheduled start time of the Class C Hong Kong Scheme Meeting (which will be immediately followed by the Class C Cayman Scheme Meeting).
- (i) A Blocked Scheme Creditor, its duly authorised representative, or its proxy who wishes to attend (but not vote) at the Class C Scheme Meetings should contact the Company for details to register and join the Class C Scheme Meetings via video conference by providing the relevant documentations as may be requested by the Company not later than forty-eight (48) hours prior to the scheduled start time of the Class C Hong Kong Scheme Meeting.

- (j) Any Class C Scheme Creditor or its proxy attending the Class C Scheme Meetings, whether attending in person or via video conference, must produce a duplicate copy of the Account Holder Letter, Class C Scheme Creditor Proxy Form or Blocked Scheme Creditor Form, as applicable, that was validly completed, executed and delivered on their behalf together with evidence of corporate authority (in the case of a corporation) (for example, a valid power of attorney and/or board resolutions) and evidence of personal identity (being a valid original passport or other original government-issued photographic identification) at the virtual registration desk by no later than 15 minutes before the scheduled time of the Class C Hong Kong Scheme Meeting. If appropriate personal identification or evidence of authority is not produced, that person shall only be permitted to attend and vote at the Class C Scheme Meetings at the sole discretion of the Chairperson.
- (k) If a Class C Scheme Creditor appoints the Chairperson as its proxy, there is no need for the Chairperson to take the Account Holder Letter, Class C Scheme Creditor Proxy Form or Blocked Scheme Creditor Form, as applicable, to the Class C Scheme Meetings.

#### 4. INSTRUCTIONS RELATING TO SCHEME CONSIDERATION

##### 4.1 Entitlement Record Time and Scheme Effective Date

- (a) Each Scheme Creditor which holds Scheme Claims as at the Entitlement Record Time will be entitled, subject to the terms of the Schemes, to receive (or have the Holding Period Trustee and/or the Successor Escrow Agent receive on its behalf, as applicable) Scheme Consideration which is equal to the value of its “**Entitlement**” to Scheme Consideration. A Scheme Creditor's Entitlement to Scheme Consideration shall be determined by the Scheme Administrators in accordance with that Scheme Creditor's Scheme Claims as at the Entitlement Record Time (which is the Restructuring Effective Date).
- (b) A Class A Scheme Creditor's Entitlement to Scheme Consideration shall be calculated on a “**Full Accrued Claim Basis**” in accordance with the formula set out in Clause 13.2 of the Schemes.
- (c) A Class C Scheme Creditor's Entitlement to Scheme Consideration shall be calculated on a “**Deficiency Basis**” in accordance with the formula set out in Clause 13.3 of the Schemes (including through the Valuation and Adjudication Procedure). All Class C Scheme Creditors (including Class C Noteholders) can, but are not required to, provide an indicative valuation of their “**Deficiency Claim**” when completing Part 1, Section 3 of its Account Holder Letter, Section 3 of its Class C Scheme Creditor Proxy Form or Section 6 of its Blocked Scheme Creditor Form (as applicable). Any Class C Scheme Creditor that wishes to provide an indicative valuation of its Deficiency Claim must do so in its Account Holder Letter, Class C Scheme Creditor Proxy Form or Blocked Scheme Creditor Form (as applicable) and ensure that it is validly submitted by no later than the Restructuring Effective Date (in addition to a validly completed Custody

Instruction (required by the Custody Instruction Deadline if a Class C Noteholder who is not a Sanctions-Affected Scheme Creditor)).

- (d) A Class C Scheme Creditor's Deficiency Claim is the sum of:
  - (i) the Assessed Value of any Excluded Liabilities and Excluded Collateral, as determined in accordance with the Valuation and Adjudication Procedure set out in Clauses 38 and 40 of the Schemes; and
  - (ii) in respect of a put option and/or repurchase obligation, the Assessed Value of any securities retained by the put option holder and/or the creditor of the repurchase obligation, to which the put option and/or the repurchase obligation relates, as determined in accordance with the Valuation and Adjudication Procedure set out in Clauses 38 and 40 of the Schemes.
- (e) In order to determine a Class C Scheme Creditor's Entitlement to Scheme Consideration, a Class C Scheme Creditor's Deficiency Claim is deducted from the sum of the value of the Scheme Creditor's Scheme Claims on a Full Accrued Claim Basis, as determined by the Scheme Administrators or the Scheme Adjudicator (as applicable) in accordance with the Valuation and Adjudication Procedure set out in Clauses 38 and 40 of the Schemes.
- (f) The Scheme Administrators and/or the Scheme Adjudicator may take any such indicative valuation of a Class C Scheme Creditor's Deficiency Claim into account when determining the valuation of such Class C Scheme Creditor's Entitlement to Scheme Consideration in accordance with the Valuation and Adjudication Procedure, provided that it is validly submitted prior to the Restructuring Effective Date, but will not be bound by it.
- (g) The Scheme Administrators shall:
  - (i) in respect of the Class A Noteholders and Class C Noteholders who are not Sanctions-Affected Scheme Creditors, use the appropriate Account Holder Letter submitted by or on behalf of each Class A Noteholder or Class C Noteholder and based on the calculation of the Existing Notes Trustee (in respect of Class A Noteholders only), as verified against the books and records of the Existing Notes Depository (or its nominee) and/or the Clearing Systems in respect of the Class A Noteholders or the books and records of the depository (or its nominee) and/or the Clearing Systems of the Class C Notes in respect of the Class C Noteholders;
  - (ii) in respect of the Class A Lenders and Other Class C Scheme Creditors (not Class C Noteholders) who are not Sanctions-Affected Scheme Creditors, use the appropriate Class A Private Lender Proxy Form or Class C Scheme Creditor Proxy Form (as applicable) submitted by or on behalf of each relevant Scheme Creditor, and seek to verify the relevant Scheme Creditor's identity, status as a Scheme Creditor, and value of its holding to the best of

its ability based on the information provided in the respective Scheme Creditor Form; and

- (iii) in respect of Blocked Scheme Creditors, use the appropriate Blocked Scheme Creditor Form submitted by or on behalf of each Blocked Scheme Creditor, as verified against the books and records of the Company, including any additional evidence as reasonably required by GLAS and the Company and requested from the Blocked Scheme Creditor to be provided in relation to its Scheme Claim,

in each case, by the applicable Bar Date, or, in respect of Class A Scheme Creditors who qualify to receive the Initial Distribution, by the Class A Options Deadline, to determine the value of the Scheme Claims of each Scheme Creditor for the purposes of calculating their Entitlement to Scheme Consideration (in respect of Class C Scheme Creditors, as further determined by the Valuation and Adjudication Process), and any such determination shall (in the absence of manifest error, wilful default, wilful misconduct or fraud) be conclusive and binding on the Scheme Creditors and the Company.

- (h) The Information Agent shall use reasonable endeavours to review each submitted Account Holder Letter, Class A Private Lender Proxy Form, Class C Scheme Creditor Proxy Form, and all Custody Instructions (if applicable) promptly after receipt, against the records of the Clearing Systems or the Company's books and records, as applicable, to assist the Scheme Administrators in determining each Scheme Claim. Notwithstanding the foregoing, it is the sole responsibility of each Scheme Creditor to ensure that any Scheme Creditor Form submitted in respect of its Scheme Claim has been validly completed, including the Accession Code, if applicable, and that any required Custody Instruction has been validly submitted via the Clearing Systems.
- (i) If the Scheme Effective Date occurs, the Schemes will become effective and binding on the Company and all Scheme Creditors (including, for the avoidance of doubt, any Person who is an assignee and transferee of Scheme Claims after the Voting Record Time).

## **4.2 Scheme Consideration**

- (a) Each Scheme Creditor can elect from two options in respect of its Scheme Consideration, in an aggregate principal amount equal to that Scheme Creditor's Entitlement to Scheme Consideration.
- (b) The election made by a Scheme Creditor is subject to the adjustment and reallocation process, as set out in Part D of the Schemes. In particular, in the event there is an Undersubscription or Oversubscription of the A2 Package Initial Portion, the A2 Package Adjusted Portion or the C2 Package Adjusted Portion, Scheme Creditors may not receive the Scheme Consideration they have elected to receive.

The procedure for reallocation of the Scheme Consideration is set out in Clauses 16 (*Initial Distribution*) and 18 (*Final Distribution*) of the Schemes.

**All Scheme Creditors (including Blocked Scheme Creditors but not Sanctioned Scheme Creditors) are strongly encouraged to complete and submit the required documents as soon as possible in accordance with the instructions in this Solicitation Packet.**

**If a Scheme Creditor who has submitted its elected option of Scheme Consideration to the Information Agent or GLAS (as applicable) and wishes to amend its election, it may do so at any time prior to the Class A Options Deadline (for a Class A Scheme Creditor) or by the Class C Bar Date (for a Class C Scheme Creditor) by re-completing and re-submitting the required documents, in which they will note their newly elected option of Scheme Consideration. The Information Agent or GLAS (as applicable) will accept the latest validly submitted election as the Scheme Creditor's preferred option of Scheme Consideration.**

*Class A Scheme Creditors*

- (c) In respect of Class A Scheme Creditors:
  - (i) the Option 1 Scheme Consideration is comprised of A1 Notes; and
  - (ii) the Option 2 Scheme Consideration is comprised of:
    - (1) the A2 Notes only; or
    - (2) the A2 Package only; or
    - (3) provided that the percentage of the Class A Scheme Creditor's Entitlement to Scheme Consideration elected for each of the A2 Notes and the A2 Package shall be an integral multiple of 10%, any combination of the A2 Notes and the A2 Package.
- (d) The date on which Class A Scheme Creditors will receive the Scheme Consideration depends upon three factors:
  - (i) When they return their Custody Instructions, and validly completed Account Holder Letters, Class A Lender Proxy Forms, Distribution Confirmation Deeds and Blocked Scheme Creditor Forms (as applicable);
  - (ii) Which Option of Scheme Consideration they elect to receive, given that Class A Scheme Creditors who are not Sanctions-Affected Scheme Creditors and who have elected Option 2 Scheme Consideration by the Class A Options Deadline will receive their allocation of the A2 Package Initial Portion and/or the A2 Notes (as applicable) on the Restructuring Effective Date. All other Scheme Consideration will be distributed to

Scheme Creditors who are not Sanctions-Affected Scheme Creditors on the Final Distribution Date, subject to the terms of the Schemes; and

- (iii) Whether they are Blocked Scheme Creditors.
- (e) In order to receive Scheme Consideration on the Restructuring Effective Date and elect to receive Option 2 Scheme Consideration:
- (i) Class A Noteholders (who are not Sanctions-Affected Scheme Creditors) must validly complete and submit (or have procured submission on their behalf) a Custody Instruction by the Custody Instruction Deadline, and Parts 1 and 3 of the Account Holder Letter, the Distribution Confirmation Deed and, if applicable, a Designated Recipient Form by the Class A Options Deadline); and
  - (ii) Class A Lenders (who are not Sanctioned Scheme Creditors) must validly complete and submit a Class A Private Lender Proxy Form, the Distribution Confirmation Deed and, if applicable, a Designated Recipient Form by the Class A Options Deadline.
- (f) In order to nominate to receive Option 2 Scheme Consideration on the Final Distribution Date or upon the lifting of Applicable Sanctions with respect to that Blocked Scheme Creditor (whichever is later, and pursuant to the terms of the Successor Escrow Account), a Blocked Scheme Creditor that is a Class A Scheme Creditor must validly complete and submit a Blocked Scheme Creditor Form together with supporting evidence to GLAS at [lm@glas.agency](mailto:lm@glas.agency) by the Class A Options Deadline.
- (g) In order to elect to receive Option 1 Scheme Consideration on the Final Distribution Date or upon the lifting of Applicable Sanctions with respect to that Blocked Scheme Creditor (whichever is later, and pursuant to the terms of the Successor Escrow Account), Blocked Scheme Creditors that are Class A Scheme Creditors must validly complete and submit a Blocked Scheme Creditor Form together with supporting evidence to GLAS at [lm@glas.agency](mailto:lm@glas.agency) by the Class A Bar Date.
- (h) If a Class A Scheme Creditor (who is not a Sanctions-Affected Scheme Creditor) fails to comply with the deadlines set out above at (e), they may only elect to receive Option 1 Scheme Consideration. In order to receive Scheme Consideration on the Final Distribution Date:
- (i) Class A Noteholders (who are not Sanctions-Affected Scheme Creditors) must validly complete and submit a Custody Instruction by the Class A Holding Period Custody Instruction Deadline (unless they submitted a valid Custody Instruction prior to the Custody Instruction Deadline), and Part 1 of the Account Holder Letter, the Distribution Confirmation Deed and, if applicable, a Designated Recipient Form by the Class A Bar Date; and

- (ii) Class A Lenders (who are not Sanctioned Scheme Creditors) must validly complete and submit Sections 2, 3, 4 and 6 of the Class A Private Lender Proxy Form, the Distribution Confirmation Deed and, if applicable, a Designated Recipient Form by the Class A Bar Date.
- (i) On the Restructuring Effective Date:
  - (i) The Initial Distribution (comprising the A2 Package Initial Portion and the A2 Notes) will be distributed among those Class A Scheme Creditors, the Designated Recipients and/or the Holding Period Trustee (as applicable) in respect of those Class A Scheme Creditors who satisfy the requirements set out above at (e) into the Clearing Systems accounts designated by those Class A Scheme Creditors in their respective Account Holder Letters or Class A Private Lender Proxy Forms, or into the securities account designated by the Holding Period Trustee (as applicable);
  - (ii) Any A2 Package or A2 Notes which are payable to any Class A Noteholders which are Blocked Scheme Creditors will be issued to the Holding Period Trustee. The Holding Period Trustee will hold such New Instruments on trust for the Beneficiaries (as defined in the Holding Period Trust Deed) during the Holding Period in accordance with the terms of the Holding Period Trust Deed; and
  - (iii) The other events which are set out in Clause 6.5 of the Schemes will take place.
- (j) On the Final Distribution Date:
  - (i) The Final Distribution will be distributed among those Class A Scheme Creditors who are not Sanctions-Affected Scheme Creditors and who satisfy the requirements set out above at (h) into the Clearing Systems accounts designated by those Class A Scheme Creditors in their respective Account Holder Letters or Class A Private Lender Proxy Forms (as applicable);
  - (ii) in respect of Blocked Scheme Creditors who are Class A Scheme Creditors who satisfy the requirements set out above at (f) or (g):
    - (1) if Applicable Sanctions have been lifted in respect of a Blocked Scheme Creditor by the Final Distribution Date, the Final Distribution will be distributed among such Blocked Scheme Creditors into the Clearing Systems accounts designated by those creditors in their respective Account Holder Letters; or
    - (2) if Applicable Sanctions remain in place in respect of a Blocked Scheme Creditor as of the Final Distribution Date, the Final Distribution payable to such Blocked Scheme Creditors will be

distributed to the Successor Escrow Agent to hold on trust pursuant to the terms of the Successor Escrow Account; and

- (iii) The other events which are set out in Clause 18 of the Schemes will take place.

*Class C Scheme Creditors*

- (k) In respect of Class C Scheme Creditors (including Class C Noteholders):
  - (i) the Option 1 Scheme Consideration is comprised of C1 Notes; and
  - (ii) the Option 2 Scheme Consideration is comprised of:
    - (1) the C2 Notes only; or
    - (2) the C2 Package only; or
    - (3) provided that the percentage of the Class C Scheme Creditor's Entitlement to Scheme Consideration elected for each of the C2 Notes and the C2 Package shall be an integral multiple of 10%, any combination of the C2 Notes and the C2 Package.
- (l) Class C Scheme Creditors who are not Sanctions-Affected Scheme Creditors will receive their Scheme Consideration on the Final Distribution Date provided that they follow the instructions immediately below.
- (m) In order to nominate to receive Scheme Consideration on the Final Distribution Date or the lifting of Applicable Sanctions (whichever is later, and pursuant to the terms of the Successor Escrow Account), Blocked Scheme Creditors that are Class C Scheme Creditors must validly complete and submit a Blocked Scheme Creditor Form together with supporting evidence by the Class C Bar Date.
- (n) In order to receive any Scheme Consideration on the Final Distribution Date, Class C Scheme Creditors who are not Sanctions-Affected Scheme Creditors must validly complete and submit (or have procured submission on their behalf) an Account Holder Letter (if a Class C Noteholder) or a Class C Scheme Creditor Proxy Form (for all Other Class C Scheme Creditors), the Distribution Confirmation Deed (for all Class C Scheme Creditors, including Class C Noteholders) and, if applicable, a Designated Recipient Form by the Class C Bar Date. Class C Noteholders must also submit a Custody Instruction by the Class C Holding Period Custody Instruction Deadline (unless they have already submitted a valid Custody Instruction by the Custody Instruction Deadline).
- (o) On the Final Distribution Date:
  - (i) the Final Distribution will be distributed among those Class C Scheme Creditors who satisfy the requirements set out above at (n) into the Clearing



Systems accounts designated by those Class C Scheme Creditors in their respective Account Holder Letters and Class C Scheme Creditor Proxy Forms (as applicable);

- (ii) in respect of Blocked Scheme Creditors who are Class C Scheme Creditors who satisfy the requirements set out above at (m):
  - (1) if Applicable Sanctions have been lifted in respect of a Blocked Scheme Creditor by the Final Distribution Date, the Final Distribution will be distributed among such Blocked Scheme Creditors into the Clearing Systems accounts designated by those creditors in their respective Account Holder Letters and Class C Scheme Creditor Proxy Forms (as applicable); or
  - (2) if Applicable Sanctions remain in place in respect of a Blocked Scheme Creditor as at the Final Distribution Date, the Final Distribution payable to such Blocked Scheme Creditors will be distributed to the Successor Escrow Agent to hold on trust pursuant to the terms of the Successor Escrow Account; and
- (iii) The other events which are set out in Clause 18 of the Schemes will take place.

#### **4.3 TJ Scheme Consideration**

- (a) Any TJ Scheme Consideration received by the Company shall be distributed to Class A Scheme Creditors and Class C Scheme Creditors (or, in respect of Blocked Scheme Creditors, to the Holding Period Trustee or the Successor Escrow Agent, as applicable) who have validly elected by the applicable deadline to receive the A2 Package and the C2 Package respectively, on a pro rata basis, in accordance with Part D of the Schemes.
- (b) Any TJ Scheme Consideration distributed to Class A Scheme Creditors and Class C Scheme Creditors shall not reduce the Entitlement to Scheme Consideration of those Scheme Creditors to Scheme Consideration.
- (c) TJ Scheme Consideration may be distributed to Scheme Creditors on the Final Distribution Date, depending on when any TJ Scheme Consideration is received by the Company and whether the Scheme Creditor is a Class A Scheme Creditor or a Class C Scheme Creditor (or a Blocked Scheme Creditor), as described further in Part D of the Schemes.

#### **4.4 Consent Fee**

(a) Subject to Clause 22 (*Consent Fee*) of the Schemes, for those Participating Creditors who are Eligible Creditors (who are not Sanctions-Affected Scheme Creditors) and who vote in favour of each Scheme, the Company shall pay the Consent Fee to each such Participating Creditor in respect of its Eligible Restricted Debts, such payment to be made on:

(i) the Restructuring Effective Date by way of transfer to:

(1) for any such Class A Noteholders (electing Option 2 Scheme Consideration), the same Clearing Systems securities account in which the Existing Notes were held at the Voting Record Time; and

(2) for any such Class A Lenders (electing Option 2 Scheme Consideration), the Clearing Systems securities account designated by such Participating Creditor in its Class A Private Lender Proxy Form, and

(ii) the Final Distribution Date by way of transfer to:

(1) for any such Class A Noteholders (electing Option 1 Scheme Consideration) and all such Class C Noteholders, the same Clearing Systems securities account in which their Existing Notes and Class C Notes (as applicable) were held at the Voting Record Time; and

(2) for any such Class A Lenders (electing Option 1 Scheme Consideration) or all such Other Class C Scheme Creditors, the Clearing Systems securities account designated by such Participating Creditor in its Class A Private Lender Proxy Form or Class C Scheme Creditor Proxy Form (as applicable),

unless such Eligible Creditor has appointed a Designated Recipient to receive its entitlement to the Consent Fee by the applicable deadline, in which case such Consent Fee will be paid to the Clearing Systems securities account of that Designated Recipient (as specified in the Eligible Creditor's Account Holder Letter, Class A Private Lender Proxy Form, or Class C Scheme Creditor Proxy Form, as applicable) either on the Restructuring Effective Date or the Final Distribution Date (depending upon the timing applicable to the Eligible Creditor as above).

(b) In order to ensure it will receive the Consent Fee, a Participating Creditor who is not a Sanctions-Affected Scheme Creditor and is entitled to receive a Consent Fee under the terms of the RSA must ensure that:

(i) for any such Class A Noteholders or Class C Noteholders, validly completed and signed copies of Parts 1 and 2 of the Account Holder Letter (including its valid Accession Code and its voting instructions voting in favour of the Schemes) and the Distribution Confirmation Deed in respect of its Eligible Restricted Debts are submitted and received via the Portal to the Information Agent by the Voting Record Time;

- (ii) for any such Class A Lenders, validly completed and signed copies of Sections 2 to 5 of the Class A Private Lender Proxy Form (including its valid Accession Code and its voting instructions voting in favour of the Schemes) and the Distribution Confirmation Deed in respect of its Eligible Restricted Debts are submitted and received via the Portal to the Information Agent by the Voting Record Time; and
  - (iii) for any such Other Class C Scheme Creditors, validly completed and signed copies of Sections 2 to 5 of the Class C Scheme Creditor Proxy Form (including its valid Accession Code and its voting instructions voting in favour of the Schemes) and the Distribution Confirmation Deed in respect of its Eligible Restricted Debts are submitted and received via the Portal to the Information Agent by the Voting Record Time.
- (c) Participating Creditors who are Blocked Scheme Creditors will not be able to receive the Consent Fee on the Restructuring Effective Date due to Applicable Sanctions. Instead:
  - (i) On the Restructuring Effective Date, the Consent Fee otherwise payable to such Blocked Scheme Creditors who are Class A Scheme Creditors and have elected Option 2 Scheme Consideration by the Class A Options Deadline will be paid by the Company to the Holding Period Trustee to be held on trust in the Holding Period Trust until the Final Distribution Date; and
  - (ii) On the Final Distribution Date, the Consent Fee otherwise payable to any other such Blocked Scheme Creditors (who have submitted a validly completed Blocked Scheme Creditor Form together with supporting evidence to GLAS by the Voting Record Time) will be paid by the Company to the Successor Escrow Agent.
- (d) If any Blocked Scheme Creditor is still subject to Applicable Sanctions on the date on which the Holding Period expires, the Company will appoint the Successor Escrow Agent to hold in the Successor Escrow Account, amongst other things, the Consent Fee payable to such Participating Creditors that are Blocked Scheme Creditors until the earlier of (i) the expiry of the Perpetuity Period, or (ii) the lifting of Applicable Sanctions. Upon the lifting of Applicable Sanctions with respect to a Blocked Scheme Creditor, that Blocked Scheme Creditor will be given a reasonable period of time thereafter to recover its entitlement to the Consent Fee in accordance with the terms of the Successor Escrow Account.

#### **4.5 Bar Date and the Holding Period**

- (a) The Bar Date is the last date for Scheme Creditors to provide the validly completed necessary documentation in order to receive their share of the Residual New Instruments on the Final Distribution Date (or, in respect of Blocked Scheme Creditors, to have their respective share of the New Instruments and TJ Scheme

Consideration (if applicable) transferred to the Successor Escrow Agent if Applicable Sanctions remain in place on the Final Distribution Date).

- (b) There are different Bar Dates for Class A Scheme Creditors and Class C Scheme Creditors as follows:
  - (i) Class A Bar Date: The applicable Bar Date for Class A Scheme Creditors is 30 days after the Restructuring Effective Date. This is the last day for Class A Scheme Creditors that did not participate before the Class A Options Deadline to submit the necessary documentation in order to receive Scheme Consideration on the Final Distribution Date; and
  - (ii) Class C Bar Date: The applicable Bar Date for Class C Scheme Creditors is 135 days after the Restructuring Effective Date. This is the last day for Class C Scheme Creditors that had not yet participated to submit the necessary documentation in order to receive Scheme Consideration and (if applicable) TJ Scheme Consideration on the Final Distribution Date.
- (c) The necessary documentation is:
  - (i) For Class A Noteholders or Class C Noteholders who are not Sanctions-Affected Scheme Creditors: The Custody Instruction (to be submitted by the relevant Holding Period Custody Instruction Deadline, unless a valid Custody Instruction has already been submitted by the Custody Instruction Deadline), the Account Holder Letter, the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form;
  - (ii) For Class A Lenders: The Class A Private Lender Proxy Form (including supporting documents as to the Class A Lender's identity, its status as a Scheme Creditor, and the value of its holding), the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form;
  - (iii) For Other Class C Scheme Creditors (excluding Class C Noteholders): The Class C Scheme Creditor Proxy Form (including supporting documents as to the Class C Scheme Creditor's identity, its status as a Scheme Creditor, and the value of its holding), the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form; and
  - (iv) For Blocked Scheme Creditors: The Blocked Scheme Creditor Form (including supporting documents as to the Blocked Scheme Creditor's identity, its status as a Scheme Creditor, and the value of its holding).
- (d) **If a Scheme Creditor fails to establish its entitlement to the Residual New Instruments in accordance with the terms of the Holding Period Trust Deed and the Schemes (as applicable) prior to the Class A Bar Date (if it is a Class A Scheme Creditor) or prior to the Class C Bar Date (if it is a Class C Scheme Creditor) (i.e. by validly completing and submitting the documents listed above at paragraph 4.5(a)), such Scheme Creditor's rights under the Schemes**

**shall be extinguished, including any right which it may have to receive any Residual New Instruments under the Schemes.**

- (e) The date on which the Holding Period expires is one Business Day after the Final Distribution Date.
- (f) If there are still Blocked Scheme Creditors subject to Applicable Sanctions at the date on which the Holding Period expires who have submitted a validly completed Blocked Scheme Creditor Form and supporting evidence to GLAS by the applicable Bar Date, then on or as soon as reasonably possible after the date on which the Holding Period expires, any remaining Blocked New Instruments and Consent Fee held by the Holding Period Trust shall be transferred to the Successor Escrow Agent to hold in the Successor Escrow Account until the earlier of (i) the lifting of Applicable Sanctions, and (ii) the expiry of the Perpetuity Period. The terms of the Successor Escrow Account that will be established and its terms notified to such Blocked Scheme Creditors on or immediately after the date on which the Holding Period expires on the Company's website and/or through other such public medium as may be appropriate at that time.
- (g) Upon the expiry of the Perpetuity Period, and subject to any action necessary to ensure compliance with Applicable Sanctions by the Company or the Successor Escrow Agent, any Scheme Consideration and any Consent Fee (if applicable) which remains unable to be paid to Blocked Scheme Creditors in compliance with Applicable Sanctions will be returned to the Company in accordance with the terms of the Escrow Account Agreement. The rights of Blocked Scheme Creditors under the Schemes shall be extinguished on the return of such Blocked Assets to the Company, including any rights of Blocked Scheme Creditors to payment of any Scheme Consideration, any TJ Scheme Consideration and any Consent Fee.

#### **4.6 Actions to be taken by Blocked Scheme Creditors**

- (a) In order to vote at the Scheme Meetings and be entitled to receive the Consent Fee (if applicable), all Blocked Scheme Creditors must ensure that they complete a Blocked Scheme Creditor Form, together with the required evidence and information, by no later than the Voting Record Time, which is 5:00pm (Hong Kong time), the equivalent time being 4:00am (Cayman Islands time) on 23 August 2023, by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency).
- (b) If the Blocked Scheme Creditor is a Class A Noteholder:
  - (i) In order to elect to receive Option 2 Scheme Consideration and TJ Scheme Consideration (if electing the A2 Package), this Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Class A Options Deadline, which is the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company, by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency).

- (ii) In order to receive Option 1 Scheme Consideration, this Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Class A Bar Date, which is the date which is 30 days after the Restructuring Effective Date by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency).
- (c) If the Blocked Scheme Creditor is a Class C Noteholder, in order to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration and TJ Scheme Consideration (if electing the C2 Package), the Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Class C Bar Date, which is the date which is 135 calendar days after the Restructuring Effective Date, in either case by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency).
- (d) Upon the lifting of Applicable Sanctions, such Blocked Scheme Creditors would cease to be considered Blocked Scheme Creditors for the purposes of the Schemes, and then would be able to, and required to, validly complete and submit:
  - (i) If Applicable Sanctions are lifted prior to the applicable Bar Date, the Account Holder Letter and Distribution Confirmation Deed (and, if applicable, a Designated Recipient Form), as published on the Transaction Website, submitted to GLAS at [lm@glas.agency](mailto:lm@glas.agency); or
  - (ii) If Applicable Sanctions are lifted after the applicable Bar Date but before the date on which the Holding Period expires, the Distribution Confirmation Deed (and, if applicable, a Designated Recipient Form), as published on the Transaction Website, submitted to GLAS at [lm@glas.agency](mailto:lm@glas.agency); and
  - (iii) If Applicable Sanctions are lifted after the date on which the Holding Period expires, the Distribution Confirmation Deed (and, if applicable, a Designated Recipient Form), as published on the Transaction Website, submitted to the Successor Escrow Agent (whose contact details will be published on the Transaction Website on or around the date on which the Holding Period expires).
- (e) As soon as it is possible for them to do so, Blocked Scheme Creditors should submit (or procure the submission of, as applicable) all documentation and other evidence as may be reasonably requested by the Holding Period Trustee or the Company (if prior to the Final Distribution Date) or the Successor Escrow Agent or any relevant bank (if after the Final Distribution Date) in order to establish to the reasonable satisfaction of the relevant party (or parties):
  - (i) that such Blocked Scheme Creditor is a Scheme Creditor and/or that it is a recognised assignee or transferee of Existing Debts in accordance with Clause 11 of the Schemes;
  - (ii) that such Blocked Scheme Creditor is either:

- (1) entitled (whether directly or through a custodian) to submit instructions and settle through the Clearing Systems and that its interest in the Existing Notes or the Class C Notes (as applicable) is no longer subject to any restrictions by the Clearing Systems including as a result of Applicable Sanctions, or
- (2) otherwise not subject to Applicable Sanctions, and
- (3) for the relevant party or parties to comply with all necessary “know your customer” or other similar checks that it is required to comply with in order to make the distributions to such Blocked Scheme Creditor.

**All Scheme Claims will be released on the Restructuring Effective Date in accordance with the terms and conditions of the Schemes. Scheme Creditors who have their Consent Fee and any of their Scheme Consideration and TJ Scheme Consideration (if applicable) held in the Holding Period Trust may claim their Scheme Consideration, TJ Scheme Consideration (if applicable) and Consent Fee (if applicable) from the Holding Period Trustee if they complete the actions set out in this paragraph 4. However, if a Scheme Creditor fails to complete the actions set out in this paragraph 4 by the applicable Bar Date, it will receive no Scheme Consideration or TJ Scheme Consideration (if applicable), and its rights under the Schemes shall be extinguished, including any right which it may have to receive any Residual New Instruments or Blocked Assets (as applicable) under the Schemes. Nevertheless, such Scheme Creditor's Scheme Claims shall be compromised irrevocably and it shall be bound by the releases under the Schemes.**

## SCHEDULE 1

### ACCOUNT HOLDER LETTER<sup>17</sup>

For use by Account Holders in respect of

**9.5% senior notes due 30 January 2022** (ISIN: XS1991102846; Common Code: 19911028);  
**8.25% senior notes due 23 March 2022** (ISIN: XS1580431143, Common Code: 158043114);  
**9.5% senior notes due 11 April 2022** (ISIN: XS1982036961, Common Code: 198203696);  
**11.5% senior notes due 22 January 2023** (ISIN: XS2106834299, Common Code: 210683429);  
**10.0% senior notes due 11 April 2023** (ISIN: XS1982037779, Common Code: 198203777);  
**7.5% senior notes due 28 June 2023** (ISIN: XS1627599498, Common Code: 162759949);  
**12.0% senior notes due 22 January 2024** (ISIN: XS2106834372, Common Code: 210683437);  
**9.5% senior notes due 29 March 2024** (ISIN: XS1587867539, Common Code: 158786753);  
**10.5% senior notes due 11 April 2024** (ISIN: XS1982040641, Common Code: 198204064);  
**8.75% senior notes due 28 June 2025** (ISIN: XS1627599654, Common Code: 162759965);  
and  
**4.25% convertible bonds due 14 February 2023** (ISIN: XS1767800961, Common Code: 176780096)

(together, the “**Existing Notes**”)

issued by

**China Evergrande Group**  
**中國恒大集團**

(the “**Company**”)

and

**9.0% senior notes due 22 January 2023** (ISIN: XS2290369128) (the “**Dongpo Notes**”) issued by Great Courage Global Limited

and

**8.5% senior notes due 3 October 2021** (ISIN: XS2054446617) (the “**Lake Notes**”) issued by Jumbo Fortune Enterprises Limited

<sup>17</sup> Account Holders will be required to complete and submit Account Holder Letters to the Information Agent online via the Portal (<https://portal.morrowsodali.com/EvergrandeScheme>). Only Account Holder Letters validly submitted via the Portal will be accepted. A sample Account Holder Letter has been published on the Transaction Website. Class A Noteholders and Class C Noteholders must note that paper Account Holder Letters will not be accepted by the Information Agent and will be circulated as a sample only.



in relation to the Company’s schemes of arrangement under Section 86 of the Cayman Islands Companies Act (2023 Revision) and Section 670, 673 and 674 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the “Schemes”).

Capitalised terms used but not defined in this Account Holder Letter have the meaning given to them in the explanatory statement relating to the Schemes issued by the Company on 31 July 2023 (the “**Explanatory Statement**”), subject to any amendments or modifications made by the Cayman Court and/or the Hong Kong Court.

The Schemes will, if implemented, materially affect the Scheme Creditors of the Company. Class A Noteholders and Class C Noteholders (that is Dongpo Noteholders and Lake Noteholders) must use this Account Holder Letter (by instructing their Account Holder if the Class A Noteholder or Class C Noteholder is not an Account Holder) to (a) register details of their interest in the Existing Notes or Class C Notes (as applicable); (b) if they wish, make certain elections in relation to the voting at the Class A Scheme Meetings (if they are a Class A Noteholder) or the Class C Scheme Meetings (if they are a Class C Noteholder); and (c) allow them to receive Scheme Consideration, TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) in accordance with the terms of the Schemes. The summary of this Account Holder Letter is set out below.

### **Key Dates**

**Notwithstanding the various deadlines set out below, all Class A Noteholders and Class C Noteholders are strongly encouraged to complete and submit the required documents as soon as possible in accordance with the instructions in this Account Holder Letter and the Solicitation Packet.**

For Class A Noteholders and Class C Noteholders that are eligible (whether directly or through their custodian) to submit instructions through the Clearing Systems (i.e. who are not Sanctions-Affected Scheme Creditors):

- **Custody Instruction Deadline:** being 5:00pm (Hong Kong time) on 21 August 2023, the equivalent time being 4:00am on 21 August 2023 (Cayman Islands time). For the avoidance of doubt, this is the latest date and time to submit Custody Instructions<sup>18</sup> to the relevant Clearing System to block the Existing Notes or the Class C Notes (as applicable) in order to:
  - vote at the Class A Scheme Meetings (if a Class A Noteholder) or at the Class C Scheme Meetings (if a Class C Noteholder);
  - receive the Consent Fee (if applicable) on the Restructuring Effective Date (if a Class A Noteholder electing Option 2 Scheme Consideration) or on the Final Distribution Date (if a Class A Noteholder electing Option 1 Scheme Consideration or any Class C Noteholder);

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<sup>18</sup> If the Scheme Creditor is a Participating Creditor, its Custody Instruction must include its Accession Code.

- for Class A Noteholders only, to receive the Initial Distribution of Scheme Consideration on the Restructuring Effective Date; or
- for Class A Noteholders only, to be eligible to receive TJ Scheme Consideration (if electing the A2 Package).
- For the avoidance of doubt, Custody Instructions may only be submitted in principal amounts of US\$1,000 and integral multiples of US\$1,000 in excess thereof for all Notes, apart from the CEG Existing February 2023 Bonds where Custody Instructions may only be submitted in principal amounts of HK\$1,000,000 and integral multiples of HK\$1,000,000 in excess thereof.
- **Voting Record Time:** being 5:00pm (Hong Kong time) on 23 August 2023, the equivalent time being 4:00am on 23 August 2023 (Cayman Islands time) and, for the avoidance of doubt, the latest time for lodging validly completed Account Holder Letters, together with a validly completed Distribution Confirmation Deed and Designated Recipient Form (if applicable), with the Information Agent for the purpose of voting at the Class A Scheme Meetings (for Class A Noteholders) or at the Class C Scheme Meetings (for Class C Noteholders).
- **Class A Scheme Meetings** (only applicable to Class A Noteholders): unless adjourned as may be appropriate, to be held as follows:
  - (i) the Class A Hong Kong Scheme Meeting at 8:00 p.m. Hong Kong time on 23 August 2023, the equivalent time being 7:00 a.m. Cayman Islands time on 23 August 2023. The Class A Hong Kong Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class A Hong Kong Scheme Meeting remaining the same) with any adjournment as may be appropriate; and
  - (ii) the Class A Cayman Scheme Meeting at 8.45 p.m. Hong Kong time on 23 August 2023, the equivalent time being 7.45 a.m. Cayman Islands time on 23 August 2023 (or at such time as the Class A Hong Kong Scheme Meeting has finished, if later). The Class A Cayman Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class A Cayman Scheme Meeting remaining the same) with any further adjournment as may be appropriate.
- **Class C Scheme Meetings** (only applicable to Class C Noteholders): unless adjourned as may be appropriate, to be held as follows:

- (i) the Class C Hong Kong Scheme Meeting at 9:30 p.m. Hong Kong time on 23 August 2023, the equivalent time being 8:30 a.m. Cayman Islands time on 23 August 2023 (or at such time as the Class A Cayman Scheme Meeting has finished, if later). The Class C Hong Kong Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class C Hong Kong Scheme Meeting remaining the same) with any further adjournment as may be appropriate; and
  - (ii) the Class C Cayman Scheme Meeting at 10:15 p.m. Hong Kong time on 23 August 2023, the equivalent time being 9:15 a.m. Cayman Islands time on 23 August 2023 (or at such time as the Class C Hong Kong Scheme Meeting has finished, if later). The Class C Cayman Scheme Meeting will be immediately adjourned on its commencement to 28 August 2023 (with the venue and time of the Class C Cayman Scheme Meeting remaining the same) with any further adjournment as may be appropriate.
- **Class A Options Deadline** (only applicable to Class A Noteholders): being the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company. The Class A Options Deadline is the latest date and time for Class A Noteholders who are not Sanctions-Affected Scheme Creditors to submit this validly completed Account Holder Letter, together with their validly completed Distribution Confirmation Deed and Designated Recipient Form (if applicable), to the Information Agent in order to nominate to receive Option 2 Scheme Consideration as part of their Scheme Consideration and to qualify to receive the Initial Distribution on the Restructuring Effective Date.
  - **Scheme Effective Date:** means the first Business Day on which all of the Scheme Conditions have been satisfied and the Schemes become effective, as specified in the Scheme Effective Date Notice.
  - **Restructuring Effective Date:** being the date on which each of the Restructuring Effective Date Conditions has been satisfied or waived (as the case may be). The Restructuring Effective Date is also the **Entitlement Record Time**, being the date on which a Scheme Creditor's Entitlement to Scheme Consideration and (if applicable) TJ Scheme Consideration is determined.<sup>19</sup> Only Scheme Creditors who hold an interest in the Existing Debts as at the Entitlement Record Time will be entitled to receive Scheme Consideration or (if applicable) TJ Scheme Consideration.

The Restructuring Effective Date is also the date on which, subject to the terms of the Schemes and the requirements and deadlines in this Solicitation Packet:

- the A2 Package Initial Portion will be issued by the Company to:

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<sup>19</sup> For the avoidance of doubt, this shall not prevent the Valuation and Adjudication Procedure for the Class C Debts taking place after the Restructuring Effective and/or taking into accounting circumstances at such time, including without limitation the release or extinguishment of rights or benefits of any Excluded Collateral or Excluded Liabilities resulting in a reduction of the relevant Assessed Value, as applicable.

- Class A Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) who have elected to receive the A2 Package;
    - Class A Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) who have elected to receive the A2 Notes in the event of an Undersubscription of the A2 Package Initial Portion; and
    - The Holding Period Trustee (in respect of (i) those Class A Scheme Creditors who are Blocked Scheme Creditors and who would otherwise receive any A2 Package Initial Portion; and (ii) those Class A Scheme Creditors who would otherwise receive Option 1 Scheme Consideration in the event of an Undersubscription of the A2 Package Initial Portion pursuant to Clause 16.4(c) of the Schemes);
  - the A2 Notes (comprising of Plain A2 Notes, if applicable, and Forced A2 Notes) will be paid by the Company to the Class A Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) and/or the Holding Period Trustee (in respect of those who are Blocked Scheme Creditors); and
  - in respect of Participating Creditors who are Class A Scheme Creditors electing Option 2 Scheme Consideration and who have satisfied the conditions for receiving the Consent Fee as specified in this Solicitation Packet, including voting in favour of the Schemes, the Consent Fee will be paid either (i) to such Participating Creditors (who are not Sanctions-Affected Scheme Creditors) or (ii) the Holding Period Trustee (in respect of such Participating Creditors who are Blocked Scheme Creditors).
- **Longstop Date:** being 15 December 2023, unless extended pursuant to Clause 3.6 of the Schemes.<sup>20</sup>
- **Final Distribution Date:** being the final date on which the Scheme Consideration shall be distributed to Scheme Creditors (that are not Sanctions-Affected Scheme Creditors) that are entitled to a portion of the Residual New Instruments or to the Successor Escrow Agent on behalf of Blocked Scheme Creditors, in accordance with the terms of the Schemes and Restructuring Documents within one month of the completion of the Valuation and Adjudication Procedure. This date is to be designated by the Company and communicated to the Scheme Creditors in writing via the Transaction Website and/or through such public medium as may be appropriate at the time. The Final

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<sup>20</sup> In addition, Class A Noteholders who are Participating Creditors who vote in favour of the Schemes will be treated as having waived the performance of the obligations (pursuant to Clause 3.1 (f) of the Class A RSA) by any Participating Creditors who are Class A Noteholders and Blocked Scheme Creditors to the extent the performance of such obligations requires the submission of an Account Holder Letter (which such Blocked Scheme Creditors are not entitled, able or permitted to do so due to Applicable Sanctions), provided that each such Blocked Scheme Creditor has validly submitted the Blocked Scheme Creditor Form by the Voting Record Time in accordance with the instructions in the Solicitation Packet.

Distribution Date will be a date after the conclusion of the Valuation and Adjudication Procedure.

In particular, the Final Distribution Date is also the date on which, subject to the terms of the Schemes and the requirements and deadlines in this Solicitation Packet:

- the A1 Notes (and C2 Package Unadmitted Portion, if any) will be distributed to Class A Scheme Creditors;
  - the amount of Forced A2 Notes equivalent to the amount up to and including the C2 Package Unadmitted Portion will be redeemed, exchanged and/or converted into New Instruments constituting the C2 Package Unadmitted Portion or will remain as Forced A2 Notes, if applicable;
  - the C1 Notes, C2 Notes and the C2 Package Adjusted Portion will be distributed to the Class C Scheme Creditors;
  - the Consent Fee will be paid to Eligible Participating Creditors (who are not Sanctions-Affected Scheme Creditors) who are Class A Scheme Creditors (electing Option 1) or Class C Scheme Creditors;
  - in addition to any partial distribution which may be made, the TJ Scheme Consideration will be distributed to Class A Scheme Creditors and Class C Scheme Creditors who elected the A2 Package or the C2 Package, respectively; and
  - to the extent any of the above is payable to Blocked Scheme Creditors (or there are Blocked Assets held in the Holding Period Trust), any such New Instruments, TJ Scheme Consideration and Consent Fee will be paid to the Successor Escrow Agent.
- **Interim Distribution Date:** If the Final Distribution Date has not taken place within 295 calendar days after the Restructuring Effective Date, there will be an Interim Distribution of Scheme Consideration on that date, being the Interim Distribution Date. Subject to the terms of the Schemes, the Interim Distribution will include the redemption, exchange and/or conversion of the Forced A2 Notes into the C2 Package Unadmitted Portion.
  - **Holding Period:** means the period from the Restructuring Effective Date up to and including one Business Day after the Final Distribution Date.
  - **Holding Period Custody Instruction Deadline:** means either:
    - For Class A Noteholders: five (5) Business Days prior to the Class A Bar Date (the "**Class A Holding Period Custody Instruction Deadline**"); or
    - For Class C Noteholders: five (5) Business Days prior to the Class C Bar Date (the "**Class C Holding Period Custody Instruction Deadline**").

The Holding Period Custody Instruction Deadline is the latest date and time for delivery of Custody Instructions to the relevant Clearing System for the Existing Notes or the Class C Notes (as applicable) for the purpose of a Class A Noteholder or Class C Noteholder receiving Scheme Consideration on the Final Distribution Date (to the extent that such Class A Noteholders or Class C Noteholders have not submitted a valid Custody Instruction by the Custody Instruction Deadline). It is also the last day for Class C Noteholders who elected the C2 Package and who did not submit a Custody Instruction by the Custody Instruction Deadline to be eligible to receive TJ Scheme Consideration.

- **Class A Bar Date:** The applicable Bar Date for Class A Noteholders is 30 days after the Restructuring Effective Date.
- **Class C Bar Date:** The applicable Bar Date for Class C Noteholders is 135 days after the Restructuring Effective Date.

**Failure by a Class A Noteholder or Class C Noteholder (or its Account Holder on its behalf) to submit the required documents set out in this Account Holder Letter by the relevant Bar Date specified above will mean that such Class A Noteholder or Class C Noteholder will receive no Scheme Consideration, TJ Scheme Consideration or Consent Fee (as applicable), and its rights under the Schemes shall be extinguished, including any right which it may have to receive any Residual New Instruments under the Schemes.**

The validly completed Account Holder Letter together with any accompanying documents must be submitted to and received by Morrow Sodali Limited (as the “**Information Agent**”) online at <https://portal.morrowsodali.com/EvergrandeScheme> (the “**Portal**”) by the Voting Record Time in order for:

- a Class A Noteholder to vote<sup>21</sup> at the Class A Scheme Meetings, and to receive the Consent Fee (either on the Restructuring Effective Date if electing to receive Option 2 Scheme Consideration, or on the Final Distribution Date if electing to receive Option 1 Scheme Consideration); and
- a Class C Noteholder to vote<sup>22</sup> at the Class C Scheme Meetings, and to receive the Consent Fee on the Final Distribution Date.

To receive the New Instruments on the Final Distribution Date, a Class C Noteholder must ensure that a Custody Instruction is submitted through the Clearing Systems by the Class C Holding Period Custody Instruction Deadline (unless a valid Custody Instruction was submitted by the Custody Instruction Deadline), and that a validly completed Account Holder Letter together with

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<sup>21</sup> In order to vote at the Class A Scheme Meetings, the Class A Noteholder must also submit (or procure the submission of) a Custody Instruction by the Custody Instruction Deadline.

<sup>22</sup> In order to vote at the Class C Scheme Meetings, the Class C Noteholder must also submit (or procure the submission of) a Custody Instruction by the Custody Instruction Deadline.

any accompanying documents is submitted to and received by the Information Agent online at the Portal by the Class C Bar Date.

Class C Noteholders can, but are not required to, provide an indicative valuation of their Deficiency Claim when completing this Account Holder Letter – this is explained in paragraph 4.1 of this Solicitation Packet. Any Class C Noteholder that wishes to provide an indicative valuation of their Deficiency Claim must do so in their Account Holder Letter and submit the same by no later than the Restructuring Effective Date. The Scheme Administrators and/or the Scheme Adjudicator may take any such indicative valuation of a Class C Scheme Creditor's Deficiency Claim into account when determining the valuation of such Class C Scheme Creditors' Entitlement to Scheme Consideration in accordance with the Valuation and Adjudication Procedure, provided that it is validly submitted prior to the Restructuring Effective Date, but will not be bound by it. If a Class A Noteholder or a Class C Noteholder wishes to designate a Designated Recipient to receive its share of the New Instruments, the Consent Fee or the TJ Scheme Consideration, the Designated Recipient must be an Eligible Person, i.e. they must be able to make the Securities Law Representations and the Sanctions Law Representations set out in Annex B to the Distribution Confirmation Deed. In addition, in order to appoint a Designated Recipient, the Class A Noteholder or Class C Noteholder (as applicable) must also be able to make the Sanctions Law Representations.

**Any Designated Recipient appointed by a Class A Noteholder or a Class C Noteholder must hold its account with the same Account Holder as that Scheme Creditor.**

- If a Class A Noteholder:
  - fails to submit a valid Custody Instruction via the Clearing Systems by the Custody Instruction Deadline and a validly completed Account Holder Letter and Distribution Confirmation Deed by the Class A Options Deadline; and
  - fails to submit a valid Custody Instruction via the Clearing Systems by the Class A Holding Period Custody Instruction Deadline and a validly completed Account Holder Letter and Distribution Confirmation Deed by the Class A Bar Date,

that Class A Noteholder's rights under the Schemes shall be extinguished, including any right which it may have to receive any Residual New Instruments under the Schemes.

- If a Class C Noteholder:
  - fails to submit a valid Custody Instruction via the Clearing Systems by the Class C Holding Period Custody Instruction Deadline; and
  - fails to submit a validly completed Account Holder Letter and Distribution Confirmation Deed by the Class C Bar Date,

that Class C Noteholder's rights under the Schemes shall be extinguished, including any right which it may have to receive any Residual New Instruments under the Schemes.

## **Blocking Existing Notes and Class C Notes**

Any Class A Noteholder or Class C Noteholder that procures the submission of an Account Holder Letter (to vote at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) and/or receive any Scheme Consideration, TJ Scheme Consideration or Consent Fee (as applicable) on the Restructuring Effective Date and/or the Final Distribution Date (if a Class A Noteholder) or on the Final Distribution Date (if a Class C Noteholder)) must block its Existing Notes or Class C Notes (as applicable) by ensuring that its Account Holder, **prior to delivering the Account Holder Letter to the Information Agent via the Portal**, submits the relevant custody instruction to block its Existing Notes or Class C Notes (as applicable) held with Euroclear or Clearstream (“**Custody Instruction**”) by the Custody Instruction Deadline or the applicable Holding Period Custody Instruction Deadline (as applicable) and includes in the relevant Account Holder Letter reference to the custody instruction reference number (“**Custody Instruction Reference Number**”). An Account Holder Letter will not be valid for the purpose of voting at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) or receiving Scheme Consideration, TJ Scheme Consideration (if applicable) or Consent Fee (if applicable) and the Company reserves the right to reject any Account Holder Letter that does not contain reference to a valid Custody Instruction Reference Number.

The Existing Notes will, subject to satisfaction of the conditions outlined in the Schemes, be irrevocably cancelled and marked down in the Clearing Systems on the Restructuring Effective Date and thereafter will not be capable of being traded in the Clearing Systems.

Conversely, the Class C Notes will not be cancelled and marked down in the Clearing Systems on the Restructuring Effective Date, and so will thereafter be capable of being traded in the Clearing Systems after the Restructuring Effective Date.

For the avoidance of doubt, all Existing Notes (even those in respect of which no Custody Instructions are given) will be blocked for trading on the Clearing Systems on or around five (5) Business Days prior to the Restructuring Effective Date.

## **Online Account Holder Letter Form**

It is highly recommended that the completed Account Holder Letter is downloaded, printed or saved as a PDF document after submission. The user that submitted the Account Holder Letter via the Portal will receive acknowledgment of the transmission of the submission via email. Original paper copies or email copies of the Account Holder Letter are not required and should not be sent to the Information Agent.

A separate Account Holder Letter, Distribution Confirmation Deed and, if applicable, Designated Recipient Form must be completed in respect of each Scheme Creditor that holds an interest in the Existing Notes or the Class C Notes.

**You are strongly advised to read the Explanatory Statement, the Schemes and, in particular, the Solicitation Packet before you complete this Account Holder Letter. The Explanatory Statement and the Solicitation Packet contains detailed information on the various options contained in this Account Holder Letter.**



This Account Holder Letter and any non-contractual obligations arising out of or in relation to this Account Holder Letter shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands. The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Account Holder Letter. By submission of the Account Holder Letter to the Information Agent via the Portal, the Class A Noteholder or Class C Noteholder (as applicable) and the Account Holder (if applicable) irrevocably submits to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

You may not need to complete and submit all parts of this Account Holder Letter. However, where any part of this Account Holder Letter is completed, please ensure that all sections within that part are submitted to the Information Agent via the Portal.

**FOR ASSISTANCE ON VOTING AND COMPLETION OF THIS ACCOUNT HOLDER LETTER CONTACT**

**Morrow Sodali Limited**

Telephone: in Hong Kong +852 2319 4130; in London +44 20 4513 6933

Email: [evergrande@investor.morrowsodali.com](mailto:evergrande@investor.morrowsodali.com)

Transaction Website: <https://projects.morrowsodali.com/evergrande>

Portal: <https://portal.morrowsodali.com/EvergrandeScheme>

Attention: Debt Services Team

## SUMMARY OF THIS ACCOUNT HOLDER LETTER

**This Account Holder Letter must be validly completed and submitted to the Information Agent via the Portal at <https://portal.morrrowsodali.com/EvergrandeScheme>.**

<b><u>PART 1</u></b>	<b>SCHEME CREDITOR, ACCOUNT HOLDER, HOLDINGS DETAILS AND ACCOUNT HOLDER CONFIRMATIONS</b>	<p><i>This <u>Part 1</u>, <u>2</u> and <u>3</u> comprise the Account Holder Letter.</i></p> <p><i>Part 1 must be completed for <u>all Class A Noteholders and Class C Noteholders who are not Sanctions-Affected Scheme Creditors</u>. Blocked Scheme Creditors who are a Class A Noteholder or a Class C Noteholder should complete a Blocked Scheme Creditor Form instead of this Account Holder Letter.</i></p>
Section 1	Details of the Class A Noteholder or the Class C Noteholder	<p><i>The Account Holder Letter must be completed in all cases by the Account Holder for and on behalf of the Class A Noteholder or Class C Noteholder (as applicable) and signed by the Account Holder to constitute a validly completed Account Holder Letter.</i></p> <p><i>A Class A Noteholder must ensure a validly completed Account Holder Letter has been submitted by (i) the Voting Record Time to cast a vote at the Class A Scheme Meetings or to receive any Consent Fee, or (ii) the Class A Options Deadline to receive the Initial Distribution on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) and/or any TJ Scheme Consideration (if electing the A2 Package), or (iii) the Class A Bar Date to receive the Option 1 Scheme Consideration on the Final Distribution Date, if the Schemes become effective in accordance with their terms.</i></p> <p><i>A Class C Noteholder must ensure a validly completed Account Holder Letter has been submitted by (i) the Voting Record Time to cast a vote at the Class C Scheme Meetings or to receive any Consent Fee, or (ii) the Class C Bar Date to receive either Option 1 Scheme Consideration or Option 2 Scheme Consideration, and any TJ Scheme Consideration, if the Schemes become effective in accordance with their terms.</i></p> <p><i>Please note that each of the above deadlines also apply where a Class A Noteholder or Class C Noteholder also wishes to appoint a Designated Recipient to receive Scheme Consideration, TJ Scheme Consideration, and Consent Fee (as applicable) on its behalf. Please refer to</i></p>
Section 2	Account Holder Details	
Section 3	Details of Holdings	
Section 4	Account Holder Confirmations	

		<i>the Actions to Be Taken – Documents and Deadlines tables in the Solicitation Packet and the Designated Recipient Form (at Annex A of this Account Holder Letter) for instructions on how to do so.</i>
<b><u>PART 2</u></b>	<b>VOTING AND APPOINTMENT OF PROXY</b>	<i>Part 2 must be submitted for <u>only those Class A Noteholders who intend to vote at the Class A Scheme Meetings OR those Class C Noteholders who intend to vote at the Class C Scheme Meetings.</u></i>
Section 1	Account Holder Voting Confirmations	
Section 2	Voting Instructions relating to the Schemes and Appointment of Proxy	
<b><u>PART 3</u></b>	<b>ELECTIONS RELATING TO OPTION 1 SCHEME CONSIDERATION AND OPTION 2 SCHEME CONSIDERATION</b>	<i>Part 3 must be submitted for <u>all Class A Noteholders or Class C Noteholders who are not Sanctions-Affected Scheme Creditors to receive their Scheme Consideration (and, if electing the A2 Package or the C2 Package (as applicable), any TJ Scheme Consideration).</u></i>  <i>This Part must also be submitted for <u>all Class A Noteholders and Class C Noteholders who are not Sanctions-Affected Scheme Creditors and who wish to vote at the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable). However, that election can be subsequently amended by taking the actions set out immediately below.</u></i>  <i>This Part must be validly re-completed and re-submitted if such Scheme Creditors wish to amend their election of Option 1 Scheme Consideration or Option 2 Scheme Consideration between the Scheme Meetings and the Class A Options Deadline (if a Class A Noteholder) or between the Scheme Meetings and the Class C Bar Date (if a Class C Noteholder).</i>
Section 1	Account Holder Confirmation	
Section 2	Elections as to Scheme Consideration	

## PART 1

### SCHEME CREDITOR, ACCOUNT HOLDER AND HOLDINGS DETAILS AND CONFIRMATIONS

Irrespective of any elections made under any other part of this Account Holder Letter, an Account Holder Letter received by the Information Agent via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> that does not include all information requested in this **Part 1** will not constitute a validly completed Account Holder Letter and the relevant Class A Noteholder or Class C Noteholder (that is Dongpo Noteholders and Lake Noteholders) will not be entitled to cast a vote at the Class A Scheme Meetings or Class C Scheme Meetings (as applicable) or receive any amount of the Scheme Consideration if the Schemes become effective in accordance with their terms.

#### **Section 1**      **Details of the Class A Noteholder or Class C Noteholder**

Please identify the Class A Noteholder or Class C Noteholder (that is, the person that is the beneficial owner of and/or the holder of the ultimate beneficial or economic interest as principal in the Existing Notes or Class C Notes (as applicable) held in global form through the Clearing Systems to which this Account Holder Letter relates) on whose behalf you are submitting this Account Holder Letter.

**To be completed for all Class A Noteholders or Class C Noteholders who are not Sanctions-Affected Scheme Creditors:**

Confirm the Scheme Creditor's category (select one):

- Class A Noteholder
- Dongpo Noteholder; or
- Lake Noteholder

Type of Class A Noteholder / Class C Noteholder (select one):

- Individual; or
- Organisation

Full name of Class A Noteholder / Class C Noteholder:

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Is the Class A Noteholder / Class C Noteholder an Eligible Person<sup>23</sup>? (select one)

YES / NO

Contact name:

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Country of residence/headquarters (where the Scheme Creditor is an organisation):

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Country of nationality (where the Scheme Creditor is an individual – list each of the countries in respect of which the Scheme Creditor is a national):

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Email address:

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Telephone number (with country code):

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**To be completed if the Class A Noteholder / Class C Noteholder is an organisation:**

Jurisdiction of incorporation of Class A Noteholder / Class C Noteholder:

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<sup>23</sup> **Eligible Person** means a person who can make affirmative securities law and sanctions law confirmations and undertakings set out in Annex B to Appendix 2 (*Distribution Confirmation Deed*) to this Account Holder Letter.

**Section 2      Account Holder Details**

Full name of Account Holder:

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Clearing System (select one):                      EUROCLEAR / CLEARSTREAM

Clearing System participant account number:

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Authorised employee of Account Holder (print name):

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Telephone number of authorised employee (with country code):

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Email address of authorised employee:

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### **Section 3      Details of Holdings**

The Account Holder, on behalf of the relevant Class A Noteholder or Class C Noteholder (as applicable), holds the following Existing Notes or Class C Notes to which this Account Holder Letter relates which have been “blocked” prior to the Voting Record Time or prior to the applicable Bar Date (as applicable).

If being completed prior to the Voting Record Time (for the purposes of voting at the Scheme Meetings, receiving the Consent Fee (if applicable), and receiving the Initial Distribution thereof and being eligible to receive TJ Scheme Consideration (if applicable)), Existing Notes and Class C Notes (as applicable) must have been “blocked” through submission of a Custody Instruction to the relevant Clearing System by the Custody Instruction Deadline, the reference number in relation to which is identified below.

If being completed prior to the applicable Bar Date (in respect of a Class A Noteholder or Class C Noteholder who did not submit a Custody Instruction by the Custody Instruction Deadline), a Custody Instruction must be submitted to the relevant Clearing System by the applicable Holding Period Custody Instruction Deadline, the reference number in relation to which is identified below.

<b>ISIN</b>	<b>Amount Blocked at Clearing System<sup>24</sup></b>	<b>Clearing System (Euroclear/ Clearstream)</b>	<b>Clearing System Participant Account Number</b>	<b>Custody Instruction Reference Number<sup>25</sup></b>	<b>Accession Code from Accession Letter (if applicable)<sup>26</sup></b>	<b>The Class C Noteholder's indicative valuation of its Deficiency Claim (optional):<sup>27</sup></b>

<sup>24</sup> The amount entered should be the entire principal amount of Existing Notes or Class C Notes in respect of which the Account Holder is giving instructions on behalf of the relevant Class A Noteholder or Class C Noteholder pursuant to this Account Holder Letter. If the Account Holder holds Existing Notes or Class C Notes in respect of which it is not giving instructions pursuant to this Account Holder Letter, this amount should not be stated and is not required to be notified.

<sup>25</sup> Corresponding to the Custody Instruction in Euroclear / Clearstream submitted by the Account Holder on behalf of the Class A Noteholder or Class C Noteholder.

<sup>26</sup> The unique code provided by the Information Agent to a Participating Creditor following its valid accession to the Class A RSA or the Class C RSA (as applicable) and which must be included by such Participating Creditor in its Account Holder Letter in order to be eligible to receive the Consent Fee.

<sup>27</sup> Any Class C Noteholder that wishes to provide an indicative valuation of its Deficiency Claim (as explained in paragraph 4.1 of the Solicitation Packet) must do so in this Account Holder Letter and submit the same by no later than the Restructuring Effective Date.

#### **Section 4 Account Holder Confirmations**

By completing this Part 1 of this Account Holder Letter, the Account Holder is hereby instructed by the Class A Noteholder or Class C Noteholder in respect of which this Account Holder Letter is being submitted to certify that such Class A Noteholder or Class C Noteholder (i) holds the Existing Notes or Class C Notes (as applicable) detailed in Part 1, Section 3 as at the date of such Account Holder Letter; (ii) will not trade such Existing Notes or Class C Notes unless permitted to do so pursuant to any of the representations below in this Section 4; and (iii) in respect of any distribution of Scheme Consideration, TJ Scheme Consideration or Consent Fee (as applicable), acknowledges and agrees that the Company shall be entitled to treat such Class A Noteholder or Class C Noteholder (or, if applicable, its Designated Recipient) as the party entitled to receive the Scheme Consideration, TJ Scheme Consideration or Consent Fee (as applicable) in respect of such holding of Existing Notes or Class C Notes.

By submitting this Account Holder Letter to the Information Agent via the Portal, the Account Holder confirms that the Class A Noteholder or Class C Noteholder agrees that such Class A Noteholder or Class C Noteholder shall be deemed to have made the representations, warranties and undertakings set forth below in favour of the Company and the Information Agent as at the date on which this Account Holder Letter is submitted to the Information Agent.

1. Each Class A Noteholder or Class C Noteholder who submits or procures the submission of an Account Holder Letter represents, warrants and undertakes to the Company and the Information Agent that:
  - (a) the Class A Noteholder or Class C Noteholder has received the Schemes and the Explanatory Statement and has had sufficient opportunity to review all documents contained therein and the documents published on the Transaction Website at <https://projects.morrowsodali.com/evergrande>;
  - (b) the Existing Notes or Class C Notes which are the subject of the Account Holder Letter are, at the time of submission of such Account Holder Letter, held by it (directly or indirectly) or on its behalf at the relevant Clearing System;
  - (c) the Class A Noteholder or Class C Noteholder has submitted instructions to block its Existing Notes or Class C Notes (as applicable) held with Euroclear or Clearstream, as applicable, and it authorises the Clearing Systems to provide details concerning its identity, the Existing Notes or Class C Notes which are the subject of the Account Holder Letter and its applicable account details to the Company and the Information Agent and their respective legal and financial advisers at the time the Account Holder Letter is submitted;
  - (d) in respect of a Class A Noteholder who submits a Custody Instruction prior to the Custody Instruction Deadline, from the date on which it submits its Account Holder Letter, it will not sell, transfer, assign or otherwise dispose of its interest in all or any part of its specified Existing Notes until the earliest of the following circumstances: (i) the Restructuring Effective Date (at which time the Existing Notes will be cancelled in accordance with the terms of the Schemes); (ii) the



Schemes not being approved by the requisite majorities of the Scheme Creditors (provided that the Scheme Meetings may be postponed or adjourned to a subsequent date in order to obtain the requisite approval); (iii) the Cayman Court and/or the Hong Kong Court not granting a Scheme Sanction Order at any of the Scheme Convening Hearings and the Company having exhausted all avenues of appeal with the Cayman Court and/or the Hong Kong Court (as applicable); (iv) the Restructuring not becoming effective by the Longstop Date; and (v) the Company at its sole discretion consents to unblock any or all of the Existing Notes.

- (e) in respect of a Class C Noteholder who submits a Custody Instruction prior to the Custody Instruction Deadline, from the date on which it submits its Account Holder Letter, it will not sell, transfer, assign or otherwise dispose of its interest in all or any part of the Class C Notes (as applicable) until the earliest of the following circumstances: (i) the Restructuring Effective Date (at which time the Class C Scheme Creditors' rights against the Company in respect of the Class C Debts will be released); (ii) the Schemes not being approved by the requisite majorities of the Scheme Creditors (provided that the Scheme Meetings may be postponed or adjourned to a subsequent date in order to obtain the requisite approval); (iii) the Cayman Court and/or the Hong Kong Court not granting a Scheme Sanction Order at any of the Scheme Convening Hearings and the Company having exhausted all avenues of appeal with the Cayman Court and/or the Hong Kong Court (as applicable); (iv) the Restructuring not becoming effective by the Longstop Date; and (v) the Company at its sole discretion consents to unblock any or all of the Dongpo Notes and/or Lake Notes;
- (f) the Class A Noteholder or Class C Noteholder (as applicable) authorises the Clearing Systems to provide details concerning its identity, the Existing Notes or the Class C Notes which are the subject of the Account Holder Letter and submitted on its behalf and its applicable account details to the Company and the Information Agent and their respective legal and financial advisers at the time the Account Holder Letter is submitted; and
- (g) neither it, nor any of its Subsidiaries, any director or officer of it or its Subsidiaries or, to the knowledge of the Scheme Creditor, any person who directly or indirectly owns or controls (in each case, as pursuant to Applicable Sanctions) the Scheme Creditor, any agent, employee or Affiliate or other person associated with or acting on behalf of the Scheme Creditor is an individual or entity that is currently the target of (i) any United States sanctions related to or administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”) (including but not limited to the designation as a “specially designated national or blocked person” thereunder) or, (ii) any financial or trade sanctions, laws, regulations, embargoes, rules and/or restrictive measures administered, enacted, enforced or imposed by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom (including as those are extended to the Cayman Islands and/or the British Virgin Islands), the Cayman Islands, the British Virgin Islands and/or the Hong Kong Monetary Authority or any other relevant sanctions authority (collectively with the sanctions imposed by

the United States, the “**Sanctions Laws and Regulations**”), nor is the Scheme Creditor or any of its Subsidiaries located, organized or resident in a country, region or territory that is the target of sanctions under any of the Sanctions Laws and Regulations, including, without limitation, Crimea, the so-called Donetsk People’s Republic region of Ukraine and the so-called Luhansk People’s Republic region of Ukraine, Cuba, Iran, North Korea and Syria (each a “**Sanctioned Country**”), and as a result of the performance of any transactions contemplated by the Schemes, to the knowledge of the Scheme Creditor, would cause a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660; and

- (h) it will not directly or knowingly indirectly use the proceeds of the **New Instruments**, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with, any person that, at the time of such funding or facilitation, is the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660.

2. Any Class A Noteholder or Class C Noteholder that is unable to give any of the representations in paragraph 1 (a) – (f) above should contact the Information Agent directly as soon as possible at [evergrande@investor.morrowsodali.com](mailto:evergrande@investor.morrowsodali.com). Any Class A Noteholder or Class C Noteholder that is unable to give any of the representations in paragraph 1 (g) or (h) above should contact the Company directly as soon as possible at [jfong@evergrande.com](mailto:jfong@evergrande.com).

**Before returning this Account Holder Letter, please make certain that you have provided all the information requested.**

For the purposes of a Class A Noteholder or Class C Noteholder voting or receiving any New Instruments under the Schemes:

- the relevant Custody Instruction (as applicable) must have been submitted in respect of the Existing Notes or Class C Notes (as applicable) identified in Part 1, Section 3 of this Account Holder Letter as being held in the relevant Clearing System;
- the Information Agent will accept this Account Holder Letter only if (as applicable) a valid Custody Instruction Reference Number is included in Part 1, Section 3 of this Account Holder Letter in respect of the Existing Notes or Class C Notes which are the subject of this Account Holder Letter;
- information provided in this Account Holder Letter must be consistent with the Custody Instruction;
- in respect of any distribution of the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable), the Distribution Confirmation Deed and, if applicable, the Designated Recipient Form must also be validly completed and submitted to the Information Agent via the Portal; and
- if applicable, in order for Participating Creditors to be eligible to receive the Consent Fee in accordance with the terms of the Class A RSA or the Class C RSA (as applicable), a valid Accession Code must be included in Part 1, Section 3 in respect of the Existing Notes or Class C Notes which are the subject of this Account Holder Letter.

## PART 2

### VOTING AND APPOINTMENT OF PROXY

#### **Section 1 Account Holder Voting Confirmations**

**This Section 1 is required to be completed if:**

- **a Class A Noteholder, who is not a Sanctions-Affected Scheme Creditor, intends to vote at the Class A Scheme Meetings and, if a Participating Creditor wishes to receive the Consent Fee or appoint a Designated Recipient to receive it on its behalf, pursuant to the terms of the Schemes; OR**
- **a Class C Noteholder (that is a Dongpo Noteholder or a Lake Noteholder), who is not a Sanctions-Affected Scheme Creditor, intends to vote at the Class C Scheme Meetings and, if a Participating Creditor wishes to receive the Consent Fee or appoint a Designated Recipient to receive it on its behalf, pursuant to the terms of the Schemes.**

The Account Holder named below for itself hereby confirms to the Company and the Information Agent as follows (select “yes” or “no” as appropriate):

1. That all authority conferred or agreed to be conferred pursuant to this Account Holder Letter and every obligation of the Account Holder under this Account Holder Letter shall, to the best of its knowledge and the extent permitted by law, be binding upon the successors and assigns of the Account Holder (in the case of a corporation or institution) or the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Account Holder (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of the Account Holder and that all of the information in this Account Holder Letter is complete and accurate.

Yes

No

(Please see the next page)

2. That, in relation to the Existing Notes or Class C Notes identified in Part 1, Section 3 (Details of Holdings) of Part 1 (Scheme Creditor, Account Holder and Holdings Details and Confirmations) of this Account Holder Letter, the Account Holder has authority to give the voting instructions set out in Part 2, Section 2 (Voting Instructions relating to the Schemes and Appointment of Proxy) of this Account Holder Letter, indicate the elections set forth herein (if applicable) and, if applicable, to nominate the person named in Part 2, Section 2 (Voting Instructions relating to the Schemes and Appointment of Proxy) of this Account Holder Letter to attend and vote at the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable).

Yes

No

**In order for a Class A Noteholder or a Class C Noteholder to be eligible to vote (either in person or by proxy), an Account Holder must respond “yes” in respect of paragraph 2 above.**

By submitting this Account Holder Letter to the Information Agent via the Portal, the Account Holder confirms that the Class A Noteholder or Class C Noteholder (on whose behalf this Account Holder Letter is submitted) agrees such Class A Noteholder or Class C Noteholder shall be deemed to have made the representations, warranties and undertakings set forth below in favour of the Company and the Information Agent as at the date on which this Account Holder Letter is submitted to the Information Agent.

3. Each Class A Noteholder or Class C Noteholder who submits, or procures the submission of an Account Holder Letter represents, warrants and undertakes to the Company and the Information Agent that:
- (a) it has received the Schemes and the Explanatory Statement and has had sufficient opportunity to review all documents contained therein and the documents published on the Transaction Website at <https://projects.morrowsodali.com/evergrande>;
  - (b) it has complied with all laws and regulations applicable to it with respect of the Schemes;
  - (c) it has not given voting instructions or submitted an Account Holder Letter with respect to Existing Notes or Class C Notes other than those that are the subject of this Account Holder Letter;
  - (d) it authorises the Clearing Systems to provide details concerning its identity, the Existing Notes or Class C Notes which are the subject of the Account Holder Letter and submitted on its behalf and its applicable account details to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the Holding Period Trustee and the Information Agent and their respective legal and financial advisers at the time the Account Holder Letter is submitted;

- (e) save as expressly provided in the Explanatory Statement, none of the Company, Information Agent, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee or any of their respective Affiliates, directors, officers or employees has made any recommendation to that Class A Noteholder or Class C Noteholder as to whether, or how, to vote in relation to the Schemes, and that it has made its own decision with regard to voting based on any legal, tax or financial advice that it has deemed necessary to seek;
- (f) all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall, to the best of its knowledge and to the extent permitted by law, be binding on the successors and assigns of that Class A Noteholder or Class C Noteholder (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Class A Noteholder or Class C Noteholder (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Class A Noteholder or Class C Noteholder;
- (g) it is solely liable for any taxes or similar payments imposed on it under the laws of any applicable jurisdiction as a result of voting in favour of the Schemes (other than any taxes or similar payments for which a member of the Group is liable in accordance with the New Instruments and/or the New Instruments Documents), and that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the Holding Period Trustee, the Successor Escrow Agent, the Information Agent or any of their Affiliates, directors, officers, advisers or employees in respect of such taxes or similar payments; and
- (h) neither it, nor any of its Subsidiaries, any director or officer of it or its Subsidiaries or, to the knowledge of the Scheme Creditor, any person who directly or indirectly owns or controls (in each case, as pursuant to Applicable Sanctions) the Scheme Creditor, any agent, employee or Affiliate or other person associated with or acting on behalf of the Scheme Creditor is an individual or entity that is currently the target of (i) any United States sanctions related to or administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) (including but not limited to the designation as a “specially designated national or blocked person” thereunder) or, (ii) any financial or trade sanctions, laws, regulations, embargoes, rules and/or restrictive measures administered, enacted, enforced or imposed by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom (including as those are extended to the Cayman Islands and/or the British Virgin Islands), the Cayman Islands, the British Virgin Islands and/or the Hong Kong Monetary Authority or any other relevant sanctions authority (collectively with the sanctions imposed by the United States, the “**Sanctions Laws and Regulations**”), nor is the Scheme Creditor or any of its Subsidiaries located, organized or resident in a country, region or territory that is the target of sanctions under any of the Sanctions Laws and

Regulations, including, without limitation, Crimea, the so-called Donetsk People's Republic region of Ukraine and the so-called Luhansk People's Republic region of Ukraine, Cuba, Iran, North Korea and Syria (each a "**Sanctioned Country**"), and as a result of the performance of any transactions contemplated by the Schemes, to the knowledge of the Scheme Creditor, would cause a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660; and

- (i) it will not directly or knowingly indirectly use the proceeds of the **New Instruments**, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with, any person that, at the time of such funding or facilitation, is the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660.
4. Any Class A Noteholder or Class C Noteholder that is unable to give any of the representations in this Section 1 above (except for paragraphs 3 (h) and (i) above) should contact the Information Agent directly as soon as possible at [evergrande@investor.morrowsodali.com](mailto:evergrande@investor.morrowsodali.com). Any Class A Noteholder or Class C Noteholder that is unable to give any of the representations in paragraphs 3 (h) or (i) above should contact the Company directly as soon as possible at [jfong@evergrande.com](mailto:jfong@evergrande.com).

**Section 2      Voting Instructions relating to the Schemes and Appointment of Proxy**

**This Section 2 is required to be completed only by:**

- **a Class A Noteholder, who is not a Sanctions-Affected Scheme Creditor, intends to vote at the Class A Scheme Meetings; OR**
- **a Class C Noteholder, who is not a Sanctions-Affected Scheme Creditor, intends to vote at the Class C Scheme Meetings.**

**Please read notes in the “IMPORTANT NOTES” section below before selecting.**

The Class A Noteholder or Class C Noteholder wishes to vote (or to instruct its proxy to vote) at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) as follows (please select **only one**):

- FOR** the Schemes; or
- AGAINST** the Schemes.

The Class A Noteholder or Class C Noteholder wishes (please select **only one of the following three boxes**):

- to appoint the Chairperson<sup>28</sup> as its proxy to attend and vote on the Schemes on its behalf at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) in accordance with the instruction set forth above; or
- to appoint the proxy (other than the Chairperson) identified below to attend and vote on the Schemes on its behalf at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) in accordance with the instruction set forth above:

Name:

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Passport country and number:

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or;

- to attend and vote on the Schemes at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) in person or by the below duly

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<sup>28</sup> The Chairperson is Mr Patrick Cowley of KPMG or, failing him, another representative of KPMG nominated by him.



authorised representative, if a corporation, in such manner as the Class A Noteholder or Class C Noteholder thinks fit.

Name:

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Passport country and number:

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**Please note if the Schemes are sanctioned and become effective, their terms will be binding on all Scheme Creditors, including the Blocked Scheme Creditors, whether or not they have completed this form or the Blocked Scheme Creditor Form.**

#### **IMPORTANT NOTES:**

1. Unless a Class A Noteholder or Class C Noteholder is an individual attending in person or a corporation attending by a duly authorised representative, it must appoint a proxy to vote on its behalf at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable). It is recommended that the Chairperson is appointed as the proxy, as there would in such circumstances be no need for any additional documents or identification to be taken to the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable) by or on behalf of the Class A Noteholder or Class C Noteholder.
2. Any Class A Noteholder or Class C Noteholder or its proxy attending the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable) in person must produce a duplicate copy of the Account Holder Letter that was executed and submitted on their behalf together with evidence of corporate authority (in the case of a corporation) (for example, a valid power of attorney and/or board resolutions) and evidence of personal identity (being a valid original passport or other original government-issued photographic identification) at the virtual registration desk by no later than 15 minutes before the scheduled time of the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable). If appropriate personal identification or evidence of authority is not produced, that person shall only be permitted to attend and vote at the Class A Scheme Meetings or at the Class C Scheme Meetings (as applicable) at the discretion of the Chairperson.
3. For the avoidance of doubt, in order to vote, the Account Holder Letter should be completed and submitted via the Portal to the Information Agent by the Voting Record Time.
4. Where a Class A Noteholder of the CEG Existing February 2023 Bonds votes in favour of the Schemes, such vote shall also operate as a direction to the registrar of the CEG Existing February 2023 Bonds to issue a Block Voting Instruction (as defined in the Indenture relating to the CEG Existing February 2023 Bonds) to vote in favour of the Schemes as

required (constituting a resolution to vote in favour of the Schemes). Class A Noteholders of the CEG Existing February 2023 Bonds (or their Account Holder, on behalf of such Class A Noteholders) further acknowledge that the Class A Scheme Meetings shall constitute a meeting convened by the Company under the terms of the Indenture relating to the CEG Existing February 2023 Bonds.

5. **Participating Creditors who are Class A Noteholders and who vote in favour of the Schemes will be treated as having waived the performance of the obligations (pursuant to Clause 3.1 (f) of the Class A RSA) by Participating Creditors who are Blocked Scheme Creditors to the extent the performance of such obligations requires the submission of an Account Holder Letter (which such Blocked Scheme Creditors are not entitled, able or permitted to do so due to Applicable Sanctions), provided that each such Blocked Scheme Creditor has validly submitted the Blocked Scheme Creditor Form by the Voting Record Time in accordance with the instructions in the Solicitation Packet.**

## PART 3

### ELECTIONS AS TO SCHEME CONSIDERATION

This **Part 3** must be completed by an Account Holder on behalf of a Class A Noteholder or Class C Noteholder (that is a Dongpo Noteholder or Lake Noteholder), who is not a Sanctions-Affected Scheme Creditor, to:

- provide its selection of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration (and if electing the A2 Package, to receive any TJ Scheme Consideration); and
- vote at the Class A Scheme Meetings or the Class C Scheme Meetings (as applicable).

All such Class A Noteholders must submit a validly completed Account Holder Letter (Part 1), Distribution Confirmation Deed (including affirmative Sanctions Law Representations and Securities Law Representations) and, if applicable, a Designated Recipient Form to the Information Agent via the Portal prior to the Class A Bar Date in order to receive Option 1 Scheme Consideration on the Final Distribution Date.

A Class A Noteholder may instruct the Account Holder to re-complete and re-submit this Part 3 to the Information Agent via the Portal after the Class A Scheme Meetings but prior to the Class A Options Deadline if it wishes to amend its prior selection of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration.

A Class C Noteholder may instruct the Account Holder to re-complete and re-submit this Part 3 to the Information Agent via the Portal after the Class C Scheme Meetings but prior to the Class C Bar Date if it wishes to amend its prior selection of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration.

#### **Section 1** Account Holder Confirmations

The Account Holder named below for itself hereby confirms to the Issuer and the Information Agent as follows (select "yes" or "no" as appropriate):

1. That, in relation to the Existing Notes or Class C Notes identified in Part 1, Section 3 (*Details of Holdings*) of Part 1 (*Scheme Creditor, Account Holder and Holdings Details and Confirmations*) of this Account Holder Letter, the Account Holder has authority to give the nominations set out in Section 2 of this Part 3 (*Elections*) of this Account Holder Letter.

Yes

No

**In order for the elections of the Class A Noteholder or Class C Noteholder within this Part 3 to be accepted, an Account Holder must respond "yes" in respect of paragraph 1 above.**

By submitting this Account Holder Letter to the Information Agent, the Account Holder confirms that the Class A Noteholder or Class C Noteholder (on whose behalf this Account Holder Letter is submitted) agrees that such Class A Noteholder or Class C Noteholder shall be deemed to have made the representations, warranties and undertakings set forth below in favour of the Company and the Information Agent as at the date on which this Account Holder Letter is submitted to the Information Agent.

2. Each Class A Noteholder or Class C Noteholder who submits, or procures the submission of an Account Holder Letter represents, warrants and undertakes to the Company and the Information Agent that:
  - a. it has received the Schemes and the Explanatory Statement and has had sufficient opportunity to review all documents contained therein and the documents published on the Transaction Website at <https://projects.morrowsodali.com/evergrande>;
  - b. it authorises the Clearing Systems to provide details concerning its identity, the Existing Notes or Class C Notes which are the subject of the Account Holder Letter and submitted on its behalf and its applicable account details to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee and the Information Agent and their respective legal and financial advisers at the time the Account Holder Letter is submitted;
  - c. save as expressly provided in the Explanatory Statement, none of the Company, Information Agent, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee or any of their respective Affiliates, directors, officers or employees has made any recommendation to that Class A Noteholder or Class C Noteholder as to whether, or how, to vote in relation to the Schemes or as to whether and in what proportions it should elect to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration, and that it has made its own decision with regard to its election of Scheme Consideration based on any legal, tax or financial advice that it has deemed necessary to seek;
  - d. all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall, to the best of its knowledge and to the extent permitted by law, be binding on the successors and assigns of that Scheme Creditor (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Scheme Creditor (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Scheme Creditor.

3. Any Scheme Creditor that is unable to give any of the representations in paragraph 2 above should contact the Information Agent directly as soon as possible.

## **Section 2 Elections**

### ***Only to be completed by or in respect of Class A Noteholders***

The Class A Noteholder wishes to elect the following Scheme Consideration (please select only one Option and to the extent Option 2 is selected, please select the preferred consideration and provide specific details as required):

**OPTION 1 SCHEME CONSIDERATION – A1 Notes; or**

**OPTION 2 SCHEME CONSIDERATION** in the form of:

**A2 Notes (only);**

**A2 Package (only); or**

**a combination of A2 Notes and A2 Package**, and if so, please specify preferred combination below (by specifying the preferred % (which shall be an integral multiple of 10% out of 100%) of **A2 Notes** (the remainder (100% less the amount specified) being the amount of **A2 Package**). Please note that any such split is subject to the adjustment procedures set out in Part D of the Schemes, so a Class A Noteholder may not receive its preferred combination of A2 Notes and A2 Package):

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**Class A Noteholders who are not Sanctions-Affected Scheme Creditors and who fail to make a valid election by the Class A Options Deadline will be automatically deemed to have elected Option 1 Scheme Consideration in respect of their Entitlement to Scheme Consideration and will only receive A1 Notes on the Final Distribution Date provided that they submit a validly completed Account Holder Letter (Parts 1 and 3), Distribution Confirmation Deed (including affirmative Sanctions Law Representations and Securities Law Representations) and, if applicable, a Designated Recipient Form to the Information Agent via the Portal by the Class A Bar Date.**

### ***Only to be completed by or in respect of Class C Noteholders***

The Class C Noteholder wishes to elect the following Scheme Consideration (please select only one Option and to the extent Option 2 is selected, please select the preferred consideration and provide specific details as required):

**OPTION 1 SCHEME CONSIDERATION – C1 Notes; or**

**OPTION 2 SCHEME CONSIDERATION** in the form of:

**C2 Notes (only);**

**C2 Package (only); or**

**a combination of C2 Notes and C2 Package**, and if so, please specify preferred combination below (by specifying the preferred % (which shall be an integral multiple of 10% out of 100%) of **C2 Notes** (the remainder (100% *less* the amount specified) being the amount of **C2 Package**. Please note that any such split is subject to the adjustment procedures set out in Part D of the Schemes, so a Class C Noteholder may not receive its preferred combination of C2 Notes and C2 Package):

---

**Class C Noteholders who are not Sanctions-Affected Scheme Creditors will receive their elected Scheme Consideration in respect of their Entitlement on the Final Distribution Date provided that they submit a validly completed Account Holder Letter (Parts 1 and 3), Distribution Confirmation Deed (including affirmative Sanctions Law Representations and Securities Law Representations) and, if applicable, a Designated Recipient Form to the Information Agent via the Portal by the Class C Bar Date.**

**Please note if the Schemes are sanctioned and become effective, their terms will be binding on all Scheme Creditors, whether or not they have completed this form.**

**SIGNING:**

This Account Holder Letter has been executed on \_\_\_\_\_.

**Account Holder on behalf of the Scheme Creditor and (if applicable) the Designated Recipient**

**EXECUTED and DELIVERED** by:

***We act as Account Holder on behalf of the Scheme Creditor and (if applicable) the Designated Recipient (please select all that apply):***

- Scheme Creditor (Class A Noteholder or Class C Noteholder)
- Designated Recipient

Account Holder's authorised employee /  
representative name:

\_\_\_\_\_

Executed by authorised employee /  
representative for and on behalf of Account  
Holder:

\_\_\_\_\_

## APPENDIX 1

### DESIGNATED RECIPIENT FORM (if applicable)

**Only to be completed by or in respect of a Class A Noteholder or a Class C Noteholder (that is a Dongpo Noteholder or a Lake Noteholder) who is not a Sanctions-Affected Scheme Creditor acting on own behalf and (if applicable) a Designated Recipient**

To be eligible to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable), a Scheme Creditor must be an Eligible Person. If that Scheme Creditor wishes to appoint a Designated Recipient, the Scheme Creditor (or its Account Holder, if applicable) must complete this Designated Recipient Form appointing a Designated Recipient who is an Eligible Person to receive all of the New Instruments and/or the TJ Scheme Consideration (if applicable) and/or the payment-in-kind notes comprising the Consent Fee (if applicable) which are otherwise attributable to the Scheme Creditor.

**Eligible Person** means a person who can make affirmative securities law and sanctions law confirmations and undertakings set out in Annex B to Appendix 2 (Distribution Confirmation Deed).

A Scheme Creditor (and any Designated Recipient so designated) is required to provide the affirmative Sanctions Law Representations in the Distribution Confirmation Deed when designating a Designated Recipient. In addition, any Designated Recipient so designated must also provide the affirmative Securities Law Representations in the Distribution Confirmation Deed (however the appointing Scheme Creditor is not also required to do so).

If a Scheme Creditor is not an Eligible Person and fails to designate a Designated Recipient on or before the applicable Bar Date, that Scheme Creditor's rights under the Schemes shall be extinguished and such Scheme Creditor will have no further rights with respect to the Scheme Consideration, TJ Scheme Consideration and Consent Fee (as applicable).

A Sanctions-Affected Scheme Creditor cannot appoint a Designated Recipient as it would not be able to provide affirmative Sanctions Law Representations.

This Designated Recipient Form and any non-contractual obligations arising out of or in relation to this Designated Recipient Form shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands. The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Designated Recipient Form. By submission of this Designated Recipient Form to the Information Agent, the Scheme Creditor and the Account Holder irrevocably submit to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

**IMPORTANT NOTE: In respect of any designations by Class A Noteholders or Class C Noteholders, the Designated Recipient must hold an account with the same Account Holder in either Euroclear or Clearstream as the designating Scheme Creditor.**



Full name of Scheme Creditor:

---

The Scheme Creditor hereby irrevocably and unconditionally nominates:

Name of Designated Recipient:

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Type of Designated Recipient (select one):

Individual; or

Organisation

Contact name: \_\_\_\_\_

Country of residence/headquarters (where the Designated Recipient is an organisation):

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Country of nationality (where the Designated Recipient is an individual – list each of the countries in respect of which the Designated Recipient is a national):

---

Full Address:

---

Email address:

---

Telephone number (with country code):

---

to be its Designated Recipient for the purposes of the Schemes in respect of (tick all that apply):

- all of the New Instruments otherwise attributable to it
- all of the TJ Scheme Consideration otherwise attributable to it

- all of the payment-in-kind notes comprising the Consent Fee otherwise attributable to it

**In respect of Class A Noteholders and Class C Noteholders who designate a Designated Recipient, such Designated Recipient must use/have the same Euroclear or Clearstream account which was used when the Existing Notes or Class C Notes (as applicable) were instructed since the New Instruments, the TJ Scheme Consideration (if applicable) and the payment-in-kind notes comprising the Consent Fee (if applicable) can only be provided to accounts which provided instructions via the Custody Instruction Reference Number. A third party Euroclear or Clearstream account cannot be used.**

The **Scheme Creditor** and any **Account Holder** (each a “**Relevant Person**”) named below for itself hereby confirms to the Company and the Information Agent that, in relation to the Existing Notes that are the subject of the Account Holder Letter:

- the Relevant Person has authority to identify the Designated Recipient in this Appendix 1 (*Designated Recipient Form*) (if any) and to give on its behalf the instruction given in the applicable Account Holder Letter; and
- the Designated Recipient is an Eligible Person.

Account Holder’s authorised employee / representative name:

\_\_\_\_\_

Executed by authorised employee / representative for and on behalf of Account Holder:

\_\_\_\_\_

Date:

\_\_\_\_\_

## APPENDIX 2

### DISTRIBUTION CONFIRMATION DEED

**Only to be completed by or in respect of a Class A Noteholder or a Class C Noteholder (that is a Dongpo Noteholder or a Lake Noteholder) who is not a Sanctions-Affected Scheme Creditor acting on own behalf and (if applicable) a Designated Recipient**

Any Class A Noteholder or Class C Noteholder who is not a Sanctions-Affected Scheme Creditor that wishes to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable), or for a Designated Recipient to receive the New Instruments, the TJ Scheme Consideration (if applicable) and Consent Fee (if applicable) instead of it, must ensure that this Distribution Confirmation Deed is validly completed as follows:

- For Class A Noteholders: on its behalf (or on behalf of its Designated Recipient) by the Account Holder in the affirmative and returned online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> by its Account Holder to the Information Agent either:
  - By the Voting Record Time to receive the Consent Fee (if applicable) on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) or on the Final Distribution Date (if electing Option 1 Scheme Consideration); or
  - By the Class A Options Deadline to receive the Initial Distribution on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) and/or any TJ Scheme Consideration (if electing the A2 Package); or
  - By the Class A Bar Date to receive Option 1 Scheme Consideration on the Final Distribution Date.
- For Class C Noteholders: on its behalf (or on behalf of its Designated Recipient) by the Account Holder in the affirmative and returned online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> by its Account Holder to the Information Agent either:
  - By the Voting Record Time to receive the Consent Fee (if applicable) on the Final Distribution Date; and
  - By the Class C Bar Date to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration on the Final Distribution Date, and to receive TJ Scheme Consideration (if electing the C2 Package).

In addition to this Distribution Confirmation Deed, Class A Noteholders or Class C Noteholders who are not Sanctions-Affected Scheme Creditors will need to also submit an Account Holder Letter to receive Scheme Consideration, TJ Scheme Consideration (if applicable) or the Consent Fee (if applicable). Please refer to the instructions above in this Solicitation Packet for the required documents and deadlines.

Please refer to the instructions above in this Solicitation Packet for the required documents and deadlines.

To the extent that the Account Holder cannot complete the Distribution Confirmation Deed on behalf of a Class A Noteholder or Class C Noteholder, the Account Holder should contact the Information Agent immediately.

**Sanctions-Affected Scheme Creditors will be unable to provide the Sanctions Law Representations set out in this Distribution Confirmation Deed due to Applicable Sanctions, and therefore will not be able to submit a Distribution Confirmation Deed. Upon the lifting of Applicable Sanctions with respect to a Blocked Scheme Creditor, that Blocked Scheme Creditor will cease to be considered a Blocked Scheme Creditor for the purposes of the Schemes, and then would be able – and required – to validly complete and submit a Distribution Confirmation Deed (in addition to Part 1 of the Account Holder Letter, the Designated Recipient Form (if applicable), together with supporting evidence as to its identity, its status as a Scheme Creditor, and the value of its holding in the Existing Debts (as applicable) to the Information Agent in order to obtain their Entitlement to Scheme Consideration and their entitlement to TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) from the Holding Period Trust or the Successor Escrow Account (as applicable).**

## **Distribution Confirmation Deed**

**This Deed** is made by way of deed poll by the person whose details are set out on the signature page on the date stated on the execution page for the benefit of the Company, and with the intention and effect that it may be directly relied upon and enforced separately by each Released Person (as defined in the Schemes), even though they are not party to this Deed.

### **1. Definitions and interpretation**

- (a) Unless otherwise defined herein, capitalised terms in this Deed shall have the meanings given to them in the Explanatory Statement and the Schemes.
- (b) In this Deed unless the context otherwise requires:
  - (i) words in the singular include the plural and in the plural include the singular;
  - (ii) the words “including” and “include” shall not be construed as or take effect as limiting the generality of the foregoing;
  - (iii) the headings shall not be construed as part of this Deed nor affect its interpretation;
  - (iv) references to any clause, without further designation, shall be construed as a reference to the clause of this Deed so numbered;
  - (v) reference to any act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time

whether before or after the date of this Deed and any former statutory provision replaced (with or without modification) by the provision referred to;

- (vi) reference to a person includes a reference to any body corporate, unincorporated association or partnership and to that person's legal personal representatives or successors; and
- (vii) the principles of construction set out in the Schemes apply to this Deed except that references to the Schemes shall instead be construed as references to this Deed.

## 2. Confirmations, warranties and undertakings

- (a) The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, gives the confirmations, acknowledgements, warranties and undertakings set out in:
  - (i) Annex A (*General confirmations, acknowledgements, warranties and undertakings*);
  - (ii) Annex B (*Securities law and sanctions law confirmations and undertakings*); and
  - (iii) Annex C (*New Instruments Form*).
- (f) Without prejudice to the provisions in Annex A, Annex B and Annex C, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, the Scheme Creditor and its Designated Recipient, hereby irrevocably warrants, undertakes and represents to the Company and, if the Scheme Creditor is a Class A Noteholder, the Existing Notes Trustee (or if a Dongpo Noteholder, the Dongpo Notes Trustee, or if a Lake Noteholder, the Lake Notes Trustee), that with effect from the Restructuring Effective Date:
  - (i) it agrees to be bound by the terms of the Schemes;
  - (ii) it will instruct the Company as its agent and attorney to enter into the Deeds of Release in accordance with the terms of the Schemes;
  - (iii) it will not seek to dispute, set aside, challenge, compromise or question the validity and efficacy of the Schemes in any jurisdiction or before any court, regulatory authority, tribunal or otherwise and, without prejudice to the generality of the foregoing, notwithstanding that:
    - (1) the Company (which is the issuer of the New Instruments and the payment-in-kind notes comprising the Consent Fee) is incorporated under the laws of the Cayman Islands;

- (2) the Existing Notes Indentures, the Existing Notes and the TJ Scheme Consideration are governed by New York law (with the exception of the CEG Existing February 2023 Bonds and their trust deed, which are governed by English law);
  - (3) the Class A Private Loan and the Holding Period Trust Deed are governed by Hong Kong law;
  - (4) the Class C Debts are either governed by Hong Kong law or PRC law; and
- (iv) it has obtained all necessary consents, authorizations, approvals and/or permissions required to be obtained by it under the laws and regulations applicable to it in any jurisdiction in order to sign this Deed and its signatory represents that it is duly authorised to sign this Deed on that party's behalf.

**3. Grant of authority to the Company to execute certain documents on behalf of the Scheme Creditors**

- (a) Subject only to the Scheme Effective Date occurring, the Account Holder on behalf of the Scheme Creditor, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, hereby irrevocably and unconditionally authorises the Company, and appoints the Company as their true and lawful attorney (acting by its directors or other duly appointed representative) to enter into, execute and deliver (as applicable) the Restructuring Documents (in each case shall be in the Agreed Form), and such other documents (in each case shall be in the Agreed Form) that the Company reasonably considers necessary to give effect to the terms of the Schemes provided in each case, the execution of such documents: (i) is permitted under Clause 5 (*Authority and Instructions*) of the Schemes, and (ii) would not directly or indirectly have a material adverse effect on the rights provided to the Scheme Creditors under and in accordance with the Schemes, on behalf of each of them and agree to be bound by its terms.

**4. Distribution of the New Instruments, the TJ Scheme Consideration and the Consent Fee**

- (a) The Account Holder on behalf of the Scheme Creditor, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms in relation to the Existing Notes or Class C Notes (as applicable) that are the subject of the applicable Account Holder Letter that it intends to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) to which it is entitled in accordance with the terms of the Schemes.
- (b) To the extent that a Scheme Creditor (or its Designated Recipient) is entitled to receive any of the New Instruments, any TJ Scheme Consideration (if applicable) and any Consent Fee (if applicable) under the terms of the Schemes, it irrevocably directs the Company to issue such New Instruments and the payment-in-kind notes

comprising the Consent Fee (if applicable) and distribute any TJ Scheme Consideration (if applicable) to it by crediting its account, held with Euroclear or Clearstream, as applicable, and identified in its Account Holder Letter with an economic or beneficial interest in the New Instruments, the TJ Scheme Consideration (if applicable) and the payment-in-kind notes comprising the Consent Fee (if applicable).

- (c) To the extent that a Class A Noteholder of the CEG Existing February 2023 Bonds (or its Designated Recipient) is entitled to receive any of the New Instruments, any TJ Scheme Consideration (if applicable) and any Consent Fee (if applicable) under the terms of the Schemes, it irrevocably directs the Company, the Information Agent, the Existing Notes Trustee, the Existing Notes Paying and Transfer Agent, the Existing Notes Depository, the Existing Notes Collateral Agent, the registrar under the Indenture relating to the CEG Existing February 2023 Bonds and/or the Clearing Systems (each as required) to cancel its CEG Existing February 2023 Bonds and take such other action as may be required to effect the cancellation, mark down and discharge of its CEG Existing February 2023 Bonds under the Indenture relating to the CEG Existing February 2023 Bonds (irrespective of whether all of the CEG Existing February 2023 Bonds are to be cancelled, marked down and discharged by the Schemes).

## **5. Governing law and exclusive jurisdiction of this Deed**

- (a) This Distribution Confirmation Deed (including its Annexes) and any non-contractual obligations arising out of or in relation to this Distribution Confirmation Deed shall be governed by, and interpreted in accordance with, the laws of the State of New York.
- (b) The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Distribution Confirmation Deed. By submission of this Distribution Confirmation Deed to the Information Agent, the Scheme Creditor and the Account Holder irrevocably submits to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

## **Annex A to the Distribution Confirmation Deed**

### **General confirmations, acknowledgements, warranties and undertakings**

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee and the Information Agent that:
  - (a) to the best of its knowledge, it has complied with all laws and regulations applicable to it in any jurisdiction with respect to the Schemes, the Account Holder Letter and this Deed;
  - (b) it is (i) an Eligible Person; or (ii) if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient is an Eligible Person and the appointing Scheme Creditor is able to provide affirmative Sanctions Law Representations as set out in Annex C to this Deed, and the Scheme Creditor will retain no economic or beneficial interest in any New Instruments, any TJ Scheme Consideration or any payment-in-kind notes comprising the Consent Fee nominated to be held by any Designated Recipient;
  - (c) it has received and reviewed the Schemes and the Explanatory Statement;
  - (d) it acknowledges that no information has been provided to it by the Company, any other member of the Group, the Existing Notes Collateral Agent, the Existing Notes Depository, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Advisors or the Information Agent with regard to the tax consequences arising from the receipt of any of the New Instruments, any TJ Scheme Consideration or any payment-in-kind notes comprising the Consent Fee or the participation in the Schemes and acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Schemes and agrees that it will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against the Company, any other member of the Group, the Existing Notes Collateral Agent, the Existing Notes Depository, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Advisors or the Information Agent or any other person in respect of such taxes and payments;
  - (e) it consents to, and agrees to be bound by the terms of the Schemes and the other matters contained herein, upon the Schemes becoming effective on the Scheme Effective Date;
  - (f) it acknowledges that all authority conferred or agreed to be conferred pursuant to the Account Holder Letter and this Deed and each obligation and the authorisations, instructions and agreements given by it shall, to the best of its knowledge and to the extent permitted by law, be binding upon its successors, assigns, administrators, trustees in bankruptcy and legal representatives and that all of the information in



the Account Holder Letter and this Deed is true, complete and accurate as at the date of this Deed;

- (g) it acknowledges and agrees that the Company may, between the date on which the Explanatory Statement is issued and the Scheme Effective Date and subject to the terms of the Schemes, make any modifications of, or additions to, the Schemes and/or the Restructuring Documents which would not directly or indirectly have a material adverse effect on the interests of the Scheme Creditors, the Existing Notes Collateral Agent, the Existing Notes Depository, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and the Agent, the Holding Period Trustee or the Successor Escrow Agent under the Schemes and are necessary for the purpose of implementing the Restructuring, and provided that the Company draws all such modifications or additions to the attention of the Cayman Court and/or the Hong Kong Court at the Scheme Sanction Hearings subject to and in accordance with the terms of the Schemes;
  - (h) it acknowledges that neither the Schemes nor the transactions contemplated by the Explanatory Statement shall be deemed to be investment advice or a recommendation as to a course of conduct by the Company (save for the Company's recommendation that Scheme Creditors vote in favour of the Schemes at the Scheme Meetings), any other member of the Group, the Advisors, the Existing Notes Collateral Agent, the Existing Notes Depository, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent or any of their respective officers, directors, employees or agents, and that all Scheme Creditors are recommended to seek their own independent financial, legal and/or tax advice immediately from their financial, legal and/or tax adviser with respect to the Schemes, the transactions contemplated by the Explanatory Statement, and the documents that accompany it or what action you should take (or refrain from taking); and
  - (i) it represents that, in directing the execution and delivery of this Deed, it has made an independent decision in consultation with its advisers and professionals to the extent that it considers it necessary.
2. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient hereby acknowledges and agrees that the confirmations, authorisations, acknowledgements and waivers made by it in this Annex A are also given in favour of each relevant Released Person, who, in each case, are entitled to enforce and enjoy the benefit of any terms contained therein.

## Annex B to the Distribution Confirmation Deed

### Securities law confirmations and undertakings

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the New Instruments Trustee and the Information Agent that:
  - (a) it understands that the offer to it of the New Instruments has not been registered under the United States Securities Act of 1933 (the “**US Securities Act**”) and that such offer is being made to it in reliance on an exemption from, or in transactions not subject to, the registration requirements of the US Securities Act and that consequently the New Instruments have not been and will not be registered under the US Securities Act or under the securities laws of any state or other jurisdiction of the United States;
  - (b) it understands that the New Instruments are “**restricted securities**” as defined in Rule 144(a)(3) under the US Securities Act, and it agrees on its own behalf and on behalf of any investor for which it is acquiring the New Instruments, and each subsequent holder of the New Instruments by its acceptance thereof will be deemed to agree, to transfer such New Instruments only, prior to the date that is:
    - (i) in the case of New Notes issued in reliance on Regulation S under the US Securities Act (“**Regulation S**”), forty (40) days; and (ii) otherwise, one (1) year after the original issue date or such later date, if any, as may be required by applicable law only:
      - (i) to the Company or one of its Subsidiaries;
      - (ii) pursuant to a registration statement that has been declared effective under the US Securities Act;
      - (iii) for so long as the New Instruments are eligible for resale pursuant to Rule 144A under the US Securities Act (“**Rule 144A**”), to a person it reasonably believes is a “qualified institutional buyer” (a “**QIB**”) as defined in Rule 144A that purchases for its own account or for the account of a QIB to whom notice is given that the transfer is being made in reliance on Rule 144A;
      - (iv) to an institutional “**accredited investor**” (“**Accredited Investor**”) within the meaning of Rule 501(A)(1), (2), (3) or (7) under the US Securities Act that, before such transfer, delivers to the New Instruments Paying and Transfer Agent a validly completed and signed certificate (the form of which may be obtained from the New Instruments Paying and Transfer Agent) relating to the restrictions on transfer of the New Instruments;

- (v) outside the United States to non-US persons in accordance with Regulation S; or
  - (vi) pursuant to any other available exemption from the registration requirements of the US Securities Act;
- (c) it understands that unless the Company determines otherwise in accordance with applicable law, the New Instruments will, to the extent they are issued in certificated form, bear a legend substantially in the following form:

**“THIS NOTE/CERTIFICATE, THE SUBSIDIARY GUARANTEES AND THE JV SUBSIDIARY GUARANTEES (IF ANY) RELATED TO THIS NOTE/CERTIFICATE (COLLECTIVELY, THE “SECURITY”) HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE/CERTIFICATE NOR THE SUBSIDIARY GUARANTEES AND THE JV SUBSIDIARY GUARANTEES (IF ANY) NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.**

**THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, [in the case of Rule 144A Global Notes/Certificates: REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT)] [in the case of Regulation S Global Notes/Certificates: REPRESENTS THAT IT IS NOT A US PERSON, IS NOT ACQUIRING THIS NOTE/CERTIFICATE FOR THE ACCOUNT OR BENEFIT OF A US PERSON AND IS ACQUIRING THIS NOTE /CERTIFICATE IN AN “OFFSHORE TRANSACTION” PURSUANT TO REGULATION S UNDER THE SECURITIES ACT] [in the case of IAI Global Notes/Certificates: REPRESENTS THAT IT IS AN INSTITUTIONAL “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT)] AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED THIS SECURITY, TO OFFER, SELL OR OTHERWISE TRANSFER THIS SECURITY, [in the case of Rule 144A Global Notes/Certificates and IAI Global Notes/Certificates: BEFORE THE RESALE RESTRICTION TERMINATION DATE, WHICH IS ONE (1) YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY)] [in the case of Regulation S Global Notes/Certificates: ON OR PRIOR TO FORTY (40) DAYS AFTER THE LATER OF THE ORIGINAL**

**ISSUE DATE HEREOF AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S], ONLY (A) TO THE COMPANY OR ONE OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT, BEFORE SUCH TRANSFER, DELIVERS TO THE TRANSFER AGENT A VALIDLY COMPLETED AND SIGNED CERTIFICATE (THE FORM OF WHICH MAY BE OBTAINED FROM THE TRANSFER AGENT) RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS SECURITY, (E) OUTSIDE THE UNITED STATES TO NON-US PERSONS IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR (F) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSAL OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS, AND FURTHER SUBJECT TO THE COMPANY’S AND THE TRANSFER AGENT’S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.**

**THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED THIS SECURITY THAT IT SHALL NOT TRANSFER THIS SECURITY IN AN AMOUNT LESS THAN US\$1,000.**

**EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON AN EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT.”**

Each Global Note or Global Certificate shall also bear a legend substantially to the following effect (the “Global Note/Certificate Legend”):

**“UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF [\*] (“COMMON DEPOSITARY”) FOR EUROCLEAR BANK SA/NV (“EUROCLEAR”) OR CLEARSTREAM BANKING S.A. (“CLEARSTREAM”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF NOMINEE OF THE COMMON DEPOSITARY OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY (AND ANY PAYMENT IS MADE TO THE COMMON DEPOSITARY OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY, HAS AN INTEREST HEREIN.**

**THIS SECURITY IS A GLOBAL NOTE/CERTIFICATE WITHIN THE MEANING OF THE [INDENTURE][TRUST DEED] HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE NOMINEE OF THE COMMON DEPOSITARY. THIS SECURITY MAY NOT BE EXCHANGEABLE IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH COMMON DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE [INDENTURE][TRUST DEED].”**

- (d) it and any subsequent holder of the New Instruments will notify any person to whom it subsequently re-offers, resells, pledges, transfers or otherwise disposes of the New Instruments of the foregoing restrictions on transfer;
- (e) it understands and acknowledges that the Company shall not be obliged to recognise any resale or other transfer of the New Instruments made other than in compliance with the restrictions set forth in this Distribution Confirmation Deed and the terms of the New Instruments;
- (f) it confirms that it will acquire an interest in the New Instruments for its own account as principal, or for the account of one or more other persons who are able to and who shall be deemed to make all of the representations and agreements in this Distribution Confirmation Deed and for whom it exercises sole investment discretion;

- (g) the receipt of **New Instruments** by such person is not part of a plan or scheme to evade the registration requirements of the US Securities Act;
- (h) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of investing in the **New Instruments**, and is experienced in investing in capital markets and is able to bear the economic risk of investing in the **New Instruments** (which it may be required to bear for an indefinite period of time and it is able to bear such risk for an indefinite period), and has adequate means of providing for its current and contingent needs, has no need for liquidity with respect to its investment in its **New Instruments**, and is able to sustain a complete loss of its investment in its **New Instruments**;
- (i) it has, or has access to, all information that it believes is necessary, sufficient or appropriate in connection with its acquisition of its **New Instruments** and has made an independent decision to acquire its **New Instruments** based on the information concerning the business and financial condition of the Company and other information available to it which it has determined is adequate for that purpose;
- (j) it will comply with all securities laws of any state or territory of the United States or any other applicable jurisdiction, including without limitation “blue sky” laws, in connection with its investment in its **New Instruments** and acceptance of its **New Instruments** will not violate any applicable law;
- (k) it understands that neither the Securities and Exchange Commission, nor any other United States state or other securities commission or regulatory authority has approved or disapproved of the **New Instruments** or passed comment upon the accuracy or adequacy of the Solicitation Packet or the Explanatory Statement, and that any representation to the contrary is a criminal offence in the United States;
- (l) it has consulted and will continue to consult, in each case as required, its own legal, financial and tax advisers with respect to the legal, financial and tax consequences of the Schemes, the **New Instruments** and the Restructuring in its particular circumstances;
- (m) it understands that the **New Instruments** will not be listed on a US Securities exchange or any inter-dealer quotation system in the United States and that the Company does not intend to take action to facilitate a market in any of the **New Instruments** in the United States. Consequently, it understands it is unlikely that an active trading market in the United States will develop for any such securities;
- (n) it understands that the foregoing representations, warranties and agreements are required in connection with United States securities laws and that the Company and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. It agrees that, if any of the acknowledgements, representations and warranties made in connection with its receipt of the **New**

Instruments are no longer accurate, it will promptly, and in any event prior to the issuance of its New Instruments, notify the Company in writing;

- (o) it is either (i) a “**qualified investor**” within the meaning of Regulation (EU) 2017/1129; or (ii) is not incorporated or situated in any member state of the European Economic Area;
- (p) it is not located or resident in the United Kingdom or, if it is a resident of or located in the United Kingdom, it is: (i) a person who has professional experience in matters relating to investments and qualifies as an Investment Professional in accordance with Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”); (ii) a high net worth company, unincorporated association, partnership, trustee or any person to whom communication may otherwise lawfully be made in accordance within Article 49(2) of the Order; or (iii) person falling within Article 43(2) of the Order;
- (q) it understands that the arrangements for the issue of the New Instruments have not been authorised by Hong Kong’s Securities and Futures Commission (“**SFC**”), nor has the Explanatory Statement (for this purposes including the Solicitation Packet) been approved by the SFC pursuant to section 105(1) of Hong Kong’s Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (“**SFO**”) or section 342C(5) of Hong Kong’s Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (“**C(WUMP)O**”) or registered by Hong Kong’s Registrar of Companies pursuant to section 342C(7) of the C(WUMP)O;
- (r) it is not located or resident in Hong Kong or, if it is resident or located in Hong Kong, it is (i) a person whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or (ii) a professional investor as defined in the SFO;
- (s) it understands that no securities will be offered or sold directly or indirectly to any resident of the PRC, or offered or sold to any person for reoffering or resale directly or indirectly to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. Accordingly, no offer, promotion, solicitation for sales or sale of or for, as the case may be, any New Instruments in the PRC will be made, except where permitted by the China Securities Regulatory Commission or where the activity otherwise is permitted under the laws of the PRC;
- (t) it is not located or resident in Singapore or, if it is in Singapore, it is (i) an “**institutional investor**” as defined in Section 4A of the Securities and Futures Act, Chapter 289, as amended or modified from time to time (the “**SFA**”); (ii) a relevant person (as defined in Section 275(2) of the SFA) and in the case of an “**accredited investor**”, as such term is defined in Section 4A of the SFA as modified by Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; (iii) a person referred to in Section 275(1A) of the SFA; or (iv) a person to whom the New Instruments may otherwise be offered pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA;

- (u) it understands that the New Instruments have not been and will not be registered under the securities laws of Taiwan and, upon delivery, may not be offered, sold or otherwise transferred except (i) pursuant to an effective registration statement under Taiwan’s Securities and Exchange Act; or (ii) in accordance with another exemption from registration under, or transaction not subject to Taiwan’s Securities and Exchange Act;
- (v) it will comply with all securities laws relating to the New Instruments that apply to it in any place in which it accepts, holds or sells any of its New Instruments. It has obtained all consents or approvals that it needs in order to receive its New Instruments, and the Company is not responsible for compliance with these legal requirements; and
- (w) it will not offer or resell any of its New Instruments, or cause any offer for the resale of its New Instruments, in any state or jurisdiction in which such offer, a solicitation for the purchase of, or resale of its New Instruments would be unlawful under, or cause the Company to be in breach of, the securities laws of such state or jurisdiction and it has complied and will comply with all applicable laws and regulations with respect to anything done by it in relation to the New Instruments.

#### **Sanctions law confirmations and undertakings**

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms and undertakes to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the New Instruments Trustee, the Holding Period Trustee, the Successor Escrow Agent and the Information Agent that:
  - (a) neither it, nor any of its Subsidiaries, any director or officer of it or its Subsidiaries or, to the knowledge of the Scheme Creditor, any person who directly or indirectly owns or controls (in each case, as pursuant to Applicable Sanctions) Scheme Creditor, any agent, employee or Affiliate or other person associated with or acting on behalf of the Scheme Creditor is an individual or entity that is currently the target of (i) any United States sanctions related to or administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) (including but not limited to the designation as a “specially designated national or blocked person” thereunder) or, (ii) any financial or trade sanctions, laws, regulations, embargoes, rules and/or restrictive measures administered, enacted, enforced or imposed by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom (including as those are extended to the Cayman Islands and/or the British Virgin Islands), the Cayman Islands, the British Virgin Islands and/or the Hong Kong Monetary Authority or any other relevant sanctions authority (collectively with the sanctions imposed by the United States, the “**Sanctions Laws and Regulations**”), nor is the Scheme Creditor or any of its Subsidiaries located, organized or resident in a country, region or territory that is the target of sanctions under any of the Sanctions Laws and Regulations, including, without limitation, Crimea, the so-called Donetsk People’s



Republic region of Ukraine and the so-called Luhansk People’s Republic region of Ukraine, Cuba, Iran, North Korea and Syria (each a “**Sanctioned Country**”), and as a result of the performance of any transactions contemplated by the Schemes, to the knowledge of the Scheme Creditor, would cause a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660; and

- (b) it will not directly or knowingly indirectly use the proceeds of the **New Instruments**, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with, any person that, at the time of such funding or facilitation, is the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660.

## Annex C to the Distribution Confirmation Deed

### New Instruments Form

By selecting one of the three options below, the Scheme Creditor expressly acknowledges and confirms that the Scheme Creditor intends to receive and is eligible to receive, and if a Designated Recipient is appointed, the Designated Recipient acknowledges and confirms that it is eligible to receive **New Instruments** in the form as follows:

Regulation S New Instruments

Rule 144A New Instruments

IAI New Instruments

By selecting one of the three options above, the Scheme Creditor (and its Designated Recipient, if applicable), expressly confirms, represents and warrants that:

- (a) in the case of selecting the **Regulation S New Instruments** option, the Scheme Creditor (or its Designated Recipient) is located outside the United States and is a person that is not a “US Person” as defined in Regulation S under the US Securities Act, acquiring the **Regulation S New Instruments** in reliance on Regulation S under the US Securities Act, and acquiring the **Regulation S Notes** for its own account or for one or more managed accounts, each of which is a non-US Person and as to each of which it exercises sole investment discretion.
- (b) in the case of selecting the **Rule 144A New Instruments** option, the Scheme Creditor (or its Designated Recipient) is a “qualified institutional buyer” as defined in Rule 144A under the US Securities Act or in the case of selecting the **IAI New Instruments** option, the Scheme Creditor (or its Designated Recipient) is an institutional “accredited investor” as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the US Securities Act;
- (c) the Scheme Creditor (or its Designated Recipient) is aware that the issue of the **Rule 144A New Instruments** and the **IAI New Instruments**, as applicable, to it is being made in reliance on one or more exemptions from registration under the US Securities Act, including Section 4(a)(2) thereunder; and
- (d) the Scheme Creditor (or its Designated Recipient) is acquiring the **Rule 144A New Instruments** or the **IAI New Instruments**, as applicable, for its own account or for one or more managed accounts, each of which is a “qualified institutional buyer” or an institutional “accredited investor” and as to each of which it exercises sole investment discretion.

Any Scheme Creditor that does not make the relevant confirmations **by ticking the “Yes” box below and completing this Annex C** to this Distribution

Confirmation Deed shall not be entitled to receive a distribution of New Instruments and should contact the Information Agent without delay.

The Scheme Creditor and if applicable, the Designated Recipient, acknowledges and agrees to the terms, confirmations, acknowledgements, warranties and undertakings set out in this Distribution Confirmation Deed, including without limitation those set out at Annex A (*General confirmations, acknowledgements, warranties and undertakings*) and Annex B (*Securities law and sanctions law confirmations and undertakings*) and this Annex C (*New Instruments Form*):

Yes

This Deed has been executed as a deed and delivered on \_\_\_\_\_ by the parties hereto

**EXECUTED and DELIVERED by**

***We act as Account Holder on behalf of the Scheme Creditor and (if applicable) the Designated Recipient (please select all that apply):***

- Scheme Creditor (Class A Noteholder or Class C Noteholder)
- Designated Recipient

***To be completed by an Account Holder on behalf of each Class A Noteholder or Class C Noteholder and (if applicable) the Designated Recipient (required):***

Account Holder's authorised employee / representative name:

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Executed by authorised employee / representative for and on behalf of Account Holder:

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By signing above, the Account Holder confirms that it is signing for and on behalf of the Class A Noteholder or Class C Noteholder (as applicable) (and the Designated Recipient, if applicable) as its agent and that it has obtained all

necessary consents, authorisations, approvals and/or permissions required to be obtained by it under the laws and regulations applicable to it in any jurisdiction in order to sign this Distribution Confirmation Deed on behalf of the Class A Noteholder or Class C Noteholder (as applicable) (and the Designated Recipient, if applicable).

## SCHEDULE 2

### CLASS A PRIVATE LENDER PROXY FORM

**This Class A Private Lender Proxy Form must be validly completed and submitted to the Information Agent via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme>.**

**This Class A Private Lender Proxy Form is for completion by Class A Lenders. Any Class A Private Lender Proxy Form which is verified by the Chairperson, in consultation with the Company and/or the Information Agent, against all supporting evidence provided by the relevant Class A Lender, will be available to the Chairperson of the Class A Scheme Meetings. Class A Lenders who are Participating Creditors must include their Accession Code when completing this Class A Private Lender Proxy Form and will need to vote in favour of the Schemes in accordance with the instructions set out below in order to be entitled to the Consent Fee.**

**Notwithstanding the various deadlines set out below, all Class A Lenders are strongly encouraged to complete and submit the required documents as soon as possible in accordance with the instructions in this Class A Private Lender Proxy Form and the Solicitation Packet.**

**All Class A Lenders (and all Designated Recipients, if applicable) will need to hold an account (directly or indirectly through the intermediary chain) with an account holder or custodian which itself holds an account with Euroclear or Clearstream in order to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable). To the extent that they do not already have such an account, all Class A Lenders (and all of their Designated Recipients, if applicable) are advised (i) to open an account (directly or indirectly through the intermediary chain) with an account holder or custodian which itself holds an account with Euroclear (if possible) or Clearstream (including many custodian banks and certain other financial institutions) and (ii) to provide the Information Agent with the required details of such account (as required in the relevant Proxy Form) as soon as possible, and in any event, by the Class A Bar Date, and include those account details at Section 2 of this Class A Private Lender Proxy Form. If you do not have such an account and are unable to open such an account, please contact the Information Agent immediately.**

Capitalised terms used but not defined in this Class A Private Lender Proxy Form have the meaning given to them in the explanatory statement relating to the Schemes issued by the Company on 31 July 2023 (the “**Explanatory Statement**”), subject to any amendments or modifications made by the Cayman Court and/or the Hong Kong Court.

The Schemes will, if implemented, materially affect the Scheme Creditors of the Company. Class A Lenders must use this Class A Private Lender Proxy Form to (a) register details of their interest in the Class A Private Loan; (b) if they wish, make certain elections in relation to the voting at the Class A Scheme Meetings; and (c) allow them to receive Scheme Consideration, TJ Scheme Consideration and the Consent Fee (if applicable). The summary of the Class A Private Lender Proxy Form is set out below.

## **Section 1: Background**

1. Class A Lenders are invited to vote for, or against, the Schemes, by completing and submitting this Class A Private Lender Proxy Form, together with sufficient evidence to allow the Information Agent to reliably establish their identity, status as a Scheme Creditor and the value of their holding, and together with the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form. Moreover, in order to receive the Consent Fee, Class A Lenders must include their Accession Code when completing this Class A Private Lender Proxy Form (if the Class A Lender is a Participating Creditor) and vote in favour of the Schemes.
2. **In order to vote on the Schemes, this Class A Private Lender Proxy Form, together with the required evidence and information, must be submitted by no later than the Voting Record Time, which is 5:00pm (Hong Kong time), the equivalent time being 4:00am (Cayman Islands time) on 23 August 2023, to the Information Agent via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme>.**
3. **In order to receive the Consent Fee (if applicable) (or to appoint a Designated Recipient to receive such Consent Fee (if applicable) on your behalf), this Class A Private Lender Proxy Form, together with the required evidence and information, the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form, must be submitted by no later than the Voting Record Time to the Information Agent via the Portal.**
4. **In order to elect to receive the Option 2 Scheme Consideration and any TJ Scheme Consideration (if electing the A2 Package) (or to appoint a Designated Recipient to receive such Scheme Consideration and/or TJ Scheme Consideration on your behalf), this Class A Private Lender Proxy Form, together with the required evidence and information, the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form, must be submitted by no later than the Class A Options Deadline, which is the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company, to the Information Agent via the Portal.**
5. **In order to elect to receive Option 1 Scheme Consideration on the Final Distribution Date (or to appoint a Designated Recipient to receive such Scheme Consideration on your behalf), this Class A Private Lender Proxy Form, together with the required evidence and information, the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form, must be submitted by no later than the Class A Bar Date, which is the date which is 30 days after the Restructuring Effective Date, to the Information Agent via the Portal.**
6. Any submitted Class A Private Lender Proxy Form will be checked by the Information Agent against the books and records supplied by the Company at the Voting Record Time (for the purpose of determining the Class A Lender's Voting Scheme Claims).

7. Each Class A Private Lender Proxy Form which is verified by the Chairperson, in consultation with the Company and/or the Information Agent, against all supporting evidence provided by the relevant Class A Lender, will be available to the Chairperson of the Class A Scheme Meetings (i) to instruct the Chairperson as the Class A Lender's proxy to cast a vote on behalf of the Class A Lender at the Class A Scheme Meetings in accordance with the wishes of the Class A Lender; (ii) to appoint someone else as the Class A Lender's proxy to attend and cast a vote at the Class A Scheme Meetings in accordance with the wishes of the Class A Lender; or (iii) to notify the Chairperson that the Class A Lender will attend and vote at the Class A Scheme Meetings in person or, if an organisation, by a duly authorised representative.
8. This Class A Private Lender Proxy Form and any non-contractual obligations arising out of or in relation to this Class A Private Lender Proxy Form shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands. The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Class A Private Lender Proxy Form. By submission of this Class A Private Lender Proxy Form to the Information Agent, the Scheme Creditor irrevocably submits to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
9. For further information on how to complete or submit a Class A Private Lender Proxy Form, please contact the Information Agent at [evergrande@investor.morrowsodali.com](mailto:evergrande@investor.morrowsodali.com).

## **Section 2: Details of the Class A Lender**

Full name of Class A Lender:

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Type of Class A Lender (select one):

Individual; or

Organisation

Country of residence/headquarters (where the Class A Lender is an organisation):

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Country of nationality (where the Class A Lender is an individual – list each of the countries in respect of which the Class A Lender is a national):

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Email address:

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Telephone number (with country code):

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Description of sufficient evidence of personal identity (which must be submitted with this completed form):

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**To be completed if the Class A Lender is an organisation:**

Jurisdiction of incorporation of Class A Lender:

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Name of authorized representative:

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Description of sufficient evidence of authority to represent the Class A Lender (which must be submitted with this completed form):

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**To be completed by the Class A Lender in order to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable):**

Full name of Account Holder:

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Clearing System (select one): EUROCLEAR / CLEARSTREAM

Clearing System participant account number:

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Authorised employee of Account Holder (print name):

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Telephone number of authorised employee (with country code):

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Email address of authorised employee:

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### **Section 3: Details of Holdings**

<u>ADI Code</u>	Principal amount of Class A Private Loan debt held as at the Voting Record Time (do not include amount of accrued and unpaid interest)	Description of sufficient evidence of holding (which must be submitted with this completed form)	Accession Code from Accession Letter (which must be included if the Class A Lender is a Participating Creditor in order to receive the Consent Fee, if applicable):
[*]	[*]	[*]	[*]

### **Section 4: Class A Lender Confirmations**

The Class A Lender named in this Class A Private Lender Proxy Form for itself hereby confirms to the Company as follows (select “yes” or “no” as appropriate):

1. That all authority conferred or agreed to be conferred pursuant to this Class A Private Lender Proxy Form and every obligation of the Class A Lender under this Class A Private Lender Proxy Form shall, to the best of its knowledge and the extent permitted by law, be binding upon the successors and assigns of the Class A Lender (in the case of a corporation or institution) or the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Class A Lender (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of the Class A Lender and that all of the information in this Class A Private Lender Proxy Form is complete and accurate.

- Yes  
 No

2. That, in relation to the Class A Lender's holding in the Class A Private Loan identified in this form, the Class A Lender has authority to:
- a. give the voting instructions set out in Section 5 of this Class A Private Lender Proxy Form and, if applicable, to nominate the person named in this Class A Private Lender Proxy Form to attend and vote at the Class A Scheme Meetings; and
  - b. give the elections as to Scheme Consideration set out in Section 6 of this Class A Private Lender Proxy Form.
- Yes
- No

**In order for a Class A Lender to be eligible to vote (either in person or by proxy) and to receive Scheme Consideration in accordance with the terms of the Schemes, a Class A Lender must respond “yes” in respect of paragraph 2 above.**

3. Each Class A Lender who submits a Class A Private Lender Proxy Form represents, warrants and undertakes to the Company that:
- (a) it has received the Schemes and the Explanatory Statement and has had sufficient opportunity to review all documents contained therein and the documents published on the Transaction Website at [https://projects.morrowsodali.com/evergrande](https://projects.morrowsodali.com/evergrande;);
  - (b) it has not given voting instructions or submitted a Class A Private Lender Proxy Form with respect to the Class A Private Loan (except as contained in this Class A Private Lender Proxy Form);
  - (c) from the date on which it submits its Class A Private Lender Proxy Form, it will not sell, transfer, assign or otherwise dispose of its interest in all or any part of the Class A Private Loan until the earliest of the following circumstances: (i) the Restructuring Effective Date (at which time the Class A Lenders' rights and obligations in respect of the Class A Private Loan will terminate); (ii) the Schemes not being approved by the requisite majorities of the Scheme Creditors (provided that the Scheme Meetings may be postponed or adjourned to a subsequent date in order to obtain the requisite approval); (iii) the Cayman Court and/or the Hong Kong Court not granting a Scheme Sanction Order at any of the Scheme Convening Hearings and the Company having exhausted all avenues of appeal with the Cayman Court and/or the Hong Kong Court (as applicable); and (iv) the Restructuring not becoming effective by the Longstop Date;
  - (d) save as expressly provided in the Explanatory Statement, none of the Company, the Information Agent, or any of their respective Affiliates, directors, officers or employees has made any recommendation to that Class A Lender as to whether, or how, to vote in relation to the Schemes or as to whether and in what proportions it should elect to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration, and that it has made its own decision

with regard to voting and its election of Scheme Consideration based on any legal, tax or financial advice that it has deemed necessary to seek;

- (e) the supporting evidence provided with this Class A Private Lender Proxy Form is accurate and true;
- (f) all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall, to the best of its knowledge and to the extent permitted by law, be binding on the successors and assigns of that Class A Lender (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Class A Lender (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Class A Lender;
- (g) it is solely liable for any taxes or similar payments imposed on it under the laws of any applicable jurisdiction as a result of voting in favour of the Schemes (other than any taxes or similar payments for which a member of the Group is liable in accordance with the New Instruments and/or the New Instruments Documents), and that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Company, the Holding Period Trustee, the Successor Escrow Agent, the Information Agent or any of their Affiliates, directors, officers, advisers or employees in respect of such taxes or similar payments; and
- (h) neither it, nor any of its Subsidiaries, any director or officer of it or its Subsidiaries or, to the knowledge of the Scheme Creditor, any person who directly or indirectly owns or controls (in each case, as pursuant to Applicable Sanctions) the Scheme Creditor, any agent, employee or Affiliate or other person associated with or acting on behalf of the Scheme Creditor is an individual or entity that is currently the target of (i) any United States sanctions related to or administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) (including but not limited to the designation as a “specially designated national or blocked person” thereunder) or, (ii) any financial or trade sanctions, laws, regulations, embargoes, rules and/or restrictive measures administered, enacted, enforced or imposed by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom (including as those are extended to the Cayman Islands and/or the British Virgin Islands), the Cayman Islands, the British Virgin Islands and/or the Hong Kong Monetary Authority or any other relevant sanctions authority (collectively with the sanctions imposed by the United States, the “**Sanctions Laws and Regulations**”), nor is the Scheme Creditor or any of its Subsidiaries located, organized or resident in a country, region or territory that is the target of sanctions under any of the Sanctions Laws and Regulations, including, without limitation, Crimea, the so-called Donetsk People’s Republic region of Ukraine and the so-called Luhansk People’s Republic region of Ukraine, Cuba, Iran, North Korea and Syria (each a “**Sanctioned Country**”), and as a result of the performance of any transactions contemplated by the Schemes, to

the knowledge of the Scheme Creditor, would cause a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660; and

- (i) it will not directly or knowingly or indirectly use the proceeds of the **New Instruments**, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with, any person that, at the time of such funding or facilitation, is the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660.
4. Any Class A Lender that is unable to give any of the representations in this Section 4 above (except paragraph 3 (h) and (i)) should contact the Information Agent directly as soon as possible at [evergrande@investor.morrowsodali.com](mailto:evergrande@investor.morrowsodali.com). Any Class A Lender that is unable to give any of the representations in paragraph 3 (h) and (i) above should contact the Company directly as soon as possible at [jfong@evergrande.com](mailto:jfong@evergrande.com).

**Section 5: Voting Instructions relating to the Schemes and Appointment of Proxy**

This **Section** is required to be completed only by:

- a Class A Lender who intends to vote at the Class A Scheme Meetings; and
- a Class A Lender which is a Participating Creditor and wishes to receive the Consent Fee (or to appoint a Designated Recipient to receive such Consent Fee on its behalf).

Please read notes in the “IMPORTANT NOTES” section below before selecting.

**Voting Form**

The Class A Lender wishes to vote (or to instruct its proxy to vote) as follows (please select **only one**):

- FOR** the Schemes; or
- AGAINST** the Schemes.

The Class A Lender wishes (please select **only one of the following three boxes**):

- to appoint the Chairperson<sup>29</sup> as its proxy to attend and vote on the Schemes on its behalf at the Class A Scheme Meetings in accordance with the instruction set forth above; or
- to appoint the proxy (other than the Chairperson) identified below to attend and vote on the Schemes on its behalf at the Class A Scheme Meetings in accordance with the instruction set forth above:

Name of proxy:

\_\_\_\_\_

Passport country and number of proxy:

\_\_\_\_\_

or;

- to attend and vote on the Schemes at the Class A Scheme Meetings in person or by the below duly authorised representative, if a corporation, in such manner as the Class A Lender thinks fit.

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<sup>29</sup> The Chairperson is Mr Patrick Cowley of KPMG or, failing him, another representative of KPMG nominated by him.

Name of authorised representative:

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Passport country and number of authorised representative:

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### **Section 6: Elections as to Scheme Consideration**

**This Section must be completed by a Class A Lender by the Class A Options Deadline to provide its election of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration to be received, and (if electing Option 2 Scheme Consideration) to receive any TJ Scheme Consideration.**

**A Class A Lender may re-complete and re-submit this Section 6 to the Information Agent prior to the Class A Options Deadline if it wishes to amend its prior selection of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration.**

The Class A Lender wishes to elect the following Scheme Consideration (please select only one Option and to the extent Option 2 is selected, please select the preferred consideration and provide specific details as required):

**OPTION 1 SCHEME CONSIDERATION – A1 Notes; or**

**OPTION 2 SCHEME CONSIDERATION** in the form of:

**A2 Notes (only);**

**A2 Package (only); or**

**a combination of A2 Notes and A2 Package**, and if so, please specify preferred combination below (by specifying the preferred % (which shall be an integral multiple of 10% out of 100%) of **A2 Notes** (the remainder (100% *less* the amount specified) being the amount of **A2 Package**. Please note that any such split is subject to the adjustment procedures set out in Part D of the Schemes, so a Class A Lender may not receive its preferred combination of A2 Notes and A2 Package):

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**Class A Lenders who fail to make a valid election by the Class A Options Deadline will be automatically deemed to have elected Option 1 Scheme Consideration in respect of their Entitlement to Scheme Consideration and will only receive A1 Notes on the Final Distribution Date provided that they submit a Distribution Confirmation Deed (including affirmative Sanctions Law Representations and Securities Law Representations) and, if applicable, a Designated Recipient Form to the Information Agent via the Portal by the Class A Bar Date.**

**Please note if the Schemes are sanctioned and become effective, their terms will be binding on all Scheme Creditors, including the Class A Lenders, whether or not they have completed this form.**

Signature of Scheme Creditor (or its authorised representative):

---

Name of signatory:

---

Title:

---

Date:

---

## APPENDIX 1

### DESIGNATED RECIPIENT FORM (if applicable)

**Only to be completed by a Class A Lender (who is not a Sanctioned Scheme Creditor) acting on own behalf and (if applicable) a Designated Recipient**

To be eligible to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable), a Scheme Creditor must be an Eligible Person. If that Scheme Creditor wishes to appoint a Designated Recipient, the Scheme Creditor (or its Account Holder, if applicable) must complete this Designated Recipient Form appointing a Designated Recipient who is an Eligible Person to receive all of the New Instruments and/or the TJ Scheme Consideration (if applicable) and/or the payment-in-kind notes comprising the Consent Fee (if applicable) which are otherwise attributable to the Scheme Creditor.

**Eligible Person** means a person who can make affirmative securities law and sanctions law confirmations and undertakings set out in Annex B to Appendix 2 (*Distribution Confirmation Deed*).

If a Scheme Creditor is not an Eligible Person and fails to designate a Designated Recipient on or before the applicable Bar Date, that Scheme Creditor's rights under the Schemes shall be extinguished and such Scheme Creditor will have no further rights with respect to the Scheme Consideration, TJ Scheme Consideration and Consent Fee (as applicable).

A Sanctioned Scheme Creditor cannot appoint a Designated Recipient as it would not be able to provide affirmative Sanctions Law Representations.

A Scheme Creditor (and any Designated Recipient so designated) is required to provide the affirmative Sanctions Law Representations in the Distribution Confirmation Deed when designating a Designated Recipient. In addition, any Designated Recipient so designated must also provide the affirmative Securities Law Representations in the Distribution Confirmation Deed (however the appointing Scheme Creditor is not also required to do so).

This Designated Recipient Form and any non-contractual obligations arising out of or in relation to this Designated Recipient Form shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands. The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Designated Recipient Form. By submission of this Designated Recipient Form to the Information Agent, the Scheme Creditor irrevocably submit to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

Full name of Scheme Creditor:

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The Scheme Creditor hereby irrevocably and unconditionally nominates:

Name of Designated Recipient:

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Type of Designated Recipient (select one):

Individual; or

Organisation

Contact name: \_\_\_\_\_

Country of residence/headquarters (where the Designated Recipient is an organisation):

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Country of nationality (where the Designated Recipient is an individual – list each of the countries in respect of which the Designated Recipient is a national):

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Full Address:

---

Email address:

---

Telephone number (with country code):

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to be its Designated Recipient for the purposes of the Schemes in respect of (tick all that apply):

- all of the New Instruments otherwise attributable to it
- all of the TJ Scheme Consideration otherwise attributable to it
- all of the payment-in-kind notes comprising the Consent Fee otherwise attributable to it

Euroclear or Clearstream account details of the Designated Recipient's Account Holder:

Name of the Account Holder: \_\_\_\_\_  
Clearing System (select one): EUROCLEAR / CLEARSTREAM  
Clearing System account number: \_\_\_\_\_  
Authorised employee name: \_\_\_\_\_  
Telephone number (with country code): \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**A Scheme Creditor may not appoint more than one Designated Recipient.**

The **Scheme Creditor** named below for itself hereby confirms to the Company and the Information Agent that, in relation to its interest in the Class A Private Loan debt that is the subject of the Class A Private Lender Proxy Form:

- the Scheme Creditor has authority to identify the Designated Recipient in this Appendix 1 (Designated Recipient Form) (if any) and to give on its behalf the instruction given in the applicable Class A Private Lender Proxy Form; and
- the Designated Recipient is an Eligible Person.

Scheme Creditor or its authorised employee /  
representative name:

\_\_\_\_\_

Executed by Scheme Creditor or authorised employee /  
representative for and on behalf of Scheme Creditor:

\_\_\_\_\_

Date:

\_\_\_\_\_

## APPENDIX 2

### DISTRIBUTION CONFIRMATION DEED

**Only to be completed by a Class A Lender (who is not a Sanctioned Scheme Creditor) acting on own behalf and (if applicable) a Designated Recipient**

Any Class A Lender that wishes to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable), or for a Designated Recipient to receive the New Instruments, the TJ Scheme Consideration (if applicable) and Consent Fee (if applicable) instead of it, must ensure that this Distribution Confirmation Deed is validly completed by a Class A Lender in the affirmative and returned online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> to the Information Agent either:

- By the Voting Record Time to receive the Consent Fee (if applicable) on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) or on the Final Distribution Date (if electing Option 1 Scheme Consideration); or
- By the Class A Options Deadline to receive the Initial Distribution on the Restructuring Effective Date (if electing Option 2 Scheme Consideration) and/or any TJ Scheme Consideration (if electing the A2 Package); or
- By the Class A Bar Date to receive Option 1 Scheme Consideration on the Final Distribution Date.

In addition to this Distribution Confirmation Deed, Class A Lenders who are not Sanctioned Scheme Creditors will need to complete a Class A Private Lender Proxy Form to receive Scheme Consideration, TJ Scheme Consideration (if applicable) or the Consent Fee (if applicable). Please refer to the instructions above in this Solicitation Packet for the required documents and deadlines.

If the Class A Lender cannot complete the Distribution Confirmation Deed, the Class A Lender should contact the Information Agent immediately.

#### **Distribution Confirmation Deed**

**This Deed** is made by way of deed poll by the person whose details are set out on the signature page on the date stated on the execution page for the benefit of the Company, and with the intention and effect that it may be directly relied upon and enforced separately by each Released Person (as defined in the Schemes), even though they are not party to this Deed.

#### **1. Definitions and interpretation**

- (a) Unless otherwise defined herein, capitalised terms in this Deed shall have the meanings given to them in the Explanatory Statement and the Schemes.
- (b) In this Deed unless the context otherwise requires:
  - (i) words in the singular include the plural and in the plural include the singular;

- (ii) the words “including” and “include” shall not be construed as or take effect as limiting the generality of the foregoing;
- (iii) the headings shall not be construed as part of this Deed nor affect its interpretation;
- (iv) references to any clause, without further designation, shall be construed as a reference to the clause of this Deed so numbered;
- (v) reference to any act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of this Deed and any former statutory provision replaced (with or without modification) by the provision referred to;
- (vi) reference to a person includes a reference to any body corporate, unincorporated association or partnership and to that person’s legal personal representatives or successors; and
- (vii) the principles of construction set out in the Schemes apply to this Deed except that references to the Schemes shall instead be construed as references to this Deed.

## **2. Confirmations, warranties and undertakings**

- (a) The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, gives the confirmations, acknowledgements, warranties and undertakings set out in:
  - (i) Annex A (*General confirmations, acknowledgements, warranties and undertakings*);
  - (ii) Annex B (*Securities law and sanctions law confirmations and undertakings*); and
  - (iii) Annex C (*New Instruments Form*).
- (b) Without prejudice to the provisions in Annex A, Annex B and Annex C, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, the Scheme Creditor and its Designated Recipient, hereby irrevocably warrants, undertakes and represents to the Company that with effect from the Restructuring Effective Date:

- (i) it agrees to be bound by the terms of the Schemes;
- (ii) it will instruct the Company as its agent and attorney to enter into the Deeds of Release in accordance with the terms of the Schemes;
- (iii) it will not seek to dispute, set aside, challenge, compromise or question the validity and efficacy of the Schemes in any jurisdiction or before any court, regulatory authority, tribunal or otherwise and, without prejudice to the generality of the foregoing, notwithstanding that:
  - (1) the Company (which is the issuer of the New Instruments and the payment-in-kind notes comprising the Consent Fee) is incorporated under the laws of the Cayman Islands;
  - (2) the Existing Notes Indentures, the Existing Notes and the TJ Scheme Consideration are governed by New York law (with the exception of the CEG Existing February 2023 Bonds and their trust deed, which are governed by English law);
  - (3) the Class A Private Loan and the Holding Period Trust Deed are governed by Hong Kong law;
  - (4) the Class C Debts are either governed by Hong Kong law or PRC law; and
- (iv) it has obtained all necessary consents, authorizations, approvals and/or permissions required to be obtained by it under the laws and regulations applicable to it in any jurisdiction in order to sign this Deed and its signatory represents that it is duly authorised to sign this Deed on that party's behalf.

**3. Grant of authority to the Company to execute certain documents on behalf of the Scheme Creditors**

- (a) Subject only to the Scheme Effective Date occurring, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, hereby irrevocably and unconditionally authorise the Company, and appoint the Company as their true and lawful attorney (acting by its directors or other duly appointed representative) to enter into, execute and deliver (as applicable) the Restructuring Documents (in each case shall be in the Agreed Form), and such other documents (in each case shall be in the Agreed Form) that the Company reasonably considers necessary to give effect to the terms of the Schemes provided in each case, the execution of such documents: (i) is permitted under Clause 5 (*Authority and Instructions*) of the Schemes, and (ii) would not directly or indirectly have a material adverse effect on the rights provided to the Scheme Creditors under and in accordance with the Schemes, on behalf of each of them and agree to be bound by its terms.

**4. Distribution of the New Instruments, TJ Scheme Consideration and the Consent Fee**

- (a) The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms in relation to the Class A Private Loan debt that is the subject of the applicable Class A Private Lender Proxy Form that it intends to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) to which it is entitled in accordance with the terms of the Schemes.
- (b) To the extent that a Scheme Creditor (or its Designated Recipient) is entitled to receive any of the New Instruments, any TJ Scheme Consideration (if applicable) and any Consent Fee (if applicable) under the terms of the Schemes, it irrevocably directs the Company to issue such New Instruments and the payment-in-kind notes comprising the Consent Fee (if applicable) and distribute any TJ Scheme Consideration (if applicable) to it by crediting its account, held with Euroclear or Clearstream, as applicable, and identified in its Class A Private Lender Proxy Form with an economic or beneficial interest in the New Instruments, TJ Scheme Consideration (if applicable) and the payment-in-kind notes comprising the Consent Fee (if applicable).

**5. Governing law and exclusive jurisdiction of this Deed**

- (a) This Distribution Confirmation Deed (including its Annexes) and any non-contractual obligations arising out of or in relation to this Distribution Confirmation Deed shall be governed by, and interpreted in accordance with, the laws of the State of New York.
- (b) The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Distribution Confirmation Deed. By submission of this Distribution Confirmation Deed to the Information Agent, the Scheme Creditor irrevocably submits to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

## **Annex A to the Distribution Confirmation Deed**

### **General confirmations, acknowledgements, warranties and undertakings**

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the Existing Agents and the Information Agent that:
  - (a) to the best of its knowledge, it has complied with all laws and regulations applicable to it in any jurisdiction with respect to the Schemes, the Class A Private Lender Proxy Form and this Deed;
  - (b) it is (i) an Eligible Person; or (ii) if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient is an Eligible Person and the appointing Scheme Creditor is able to provide affirmative Sanctions Law Representations as set out in Annex C to this Deed, and the Scheme Creditor will retain no economic or beneficial interest in any New Instruments, any TJ Scheme Consideration or any payment-in-kind notes comprising the Consent Fee nominated to be held by any Designated Recipient;
  - (c) it has received and reviewed the Schemes and the Explanatory Statement;
  - (d) it acknowledges that no information has been provided to it by the Company, any other member of the Group, the Existing Notes Collateral Agent, the Existing Notes Depository, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents, the Advisors or the Information Agent with regard to the tax consequences arising from the receipt of any of the New Instruments, any TJ Scheme Consideration or any payment-in-kind notes comprising the Consent Fee or the participation in the Schemes and acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Schemes and agrees that it will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against the Company, any other member of the Group, the Existing Notes Collateral Agent, the Existing Notes Depository, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents, the Advisors or the Information Agent or any other person in respect of such taxes and payments;
  - (e) it consents to, and agrees to be bound by the terms of the Schemes and the other matters contained herein, upon the Schemes becoming effective on the Scheme Effective Date;
  - (f) it acknowledges that all authority conferred or agreed to be conferred pursuant to the Class A Private Lender Proxy Form and this Deed and each obligation and the authorisations, instructions and agreements given by it shall, to the best of its

knowledge and to the extent permitted by law, be binding upon its successors, assigns, administrators, trustees in bankruptcy and legal representatives and that all of the information in the Class A Private Lender Proxy Form and this Deed is true, complete and accurate as at the date of this Deed;

- (g) it acknowledges and agrees that the Company may, between the date on which the Explanatory Statement is issued and the Scheme Effective Date and subject to the terms of the Schemes, make any modifications of, or additions to, the Schemes and/or the Restructuring Documents which would not directly or indirectly have a material adverse effect on the interests of the Scheme Creditors, the Existing Notes Collateral Agent, the Existing Notes Depositary, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and the Agent, the Existing Agents, the Holding Period Trustee or the Successor Escrow Agent under the Schemes and are necessary for the purpose of implementing the Restructuring, and provided that the Company draws all such modifications or additions to the attention of the Cayman Court and/or the Hong Kong Court at the Scheme Sanction Hearings, subject to and in accordance with the terms of the Schemes;
  - (h) it acknowledges that neither the Schemes nor the transactions contemplated by the Explanatory Statement shall be deemed to be investment advice or a recommendation as to a course of conduct by the Company (save for the Company's recommendation that Scheme Creditors vote in favour of the Schemes at the Scheme Meetings), any other member of the Group, the Advisors, the Existing Notes Collateral Agent, the Existing Notes Depositary, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Collateral Agent, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents or any of their respective officers, directors, employees or agents, and that all Scheme Creditors are recommended to seek their own independent financial, legal and/or tax advice immediately from their financial, legal and/or tax adviser with respect to the Schemes, the transactions contemplated by the Explanatory Statement, and the documents that accompany it or what action you should take (or refrain from taking); and
  - (i) it represents that, in directing the execution and delivery of this Deed, it has made an independent decision in consultation with its advisers and professionals to the extent that it considers it necessary.
2. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient hereby acknowledges and agrees that the confirmations, authorisations, acknowledgements and waivers made by it in this Annex A are also given in favour of each relevant Released Person, who, in each case, are entitled to enforce and enjoy the benefit of any terms contained therein.



## Annex B to the Distribution Confirmation Deed

### Securities law confirmations and undertakings

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the Existing Agents, the New Instruments Trustee and the Information Agent that:
  - (a) it understands that the offer to it of the New Instruments has not been registered under the United States Securities Act of 1933 (the “**US Securities Act**”) and that such offer is being made to it in reliance on an exemption from, or in transactions not subject to, the registration requirements of the US Securities Act and that consequently the New Instruments have not been and will not be registered under the US Securities Act or under the securities laws of any state or other jurisdiction of the United States;
  - (b) it understands that the New Instruments are “**restricted securities**” as defined in Rule 144(a)(3) under the US Securities Act, and it agrees on its own behalf and on behalf of any investor for which it is acquiring the New Instruments, and each subsequent holder of the New Instruments by its acceptance thereof will be deemed to agree, to transfer such New Instruments only, prior to the date that is:
    - (i) in the case of New Notes issued in reliance on Regulation S under the US Securities Act (“**Regulation S**”), forty (40) days; and (ii) otherwise, one (1) year after the original issue date or such later date, if any, as may be required by applicable law only:
      - (i) to the Company or one of its Subsidiaries;
      - (ii) pursuant to a registration statement that has been declared effective under the US Securities Act;
      - (vii) for so long as the New Instruments are eligible for resale pursuant to Rule 144A under the US Securities Act (“**Rule 144A**”), to a person it reasonably believes is a “qualified institutional buyer” (a “**QIB**”) as defined in Rule 144A that purchases for its own account or for the account of a QIB to whom notice is given that the transfer is being made in reliance on Rule 144A;
      - (viii) to an institutional “**accredited investor**” (“**Accredited Investor**”) within the meaning of Rule 501(A)(1), (2), (3) or (7) under the US Securities Act that, before such transfer, delivers to the New Instruments Paying and Transfer Agent a validly completed and signed certificate (the form of which may be obtained from the New Instruments Paying and Transfer Agent) relating to the restrictions on transfer of the New Instruments;

- (ix) outside the United States to non-US persons in accordance with Regulation S; or
  - (x) pursuant to any other available exemption from the registration requirements of the US Securities Act;
- (c) it understands that unless the Company determines otherwise in accordance with applicable law, the New Instruments will, to the extent they are issued in certificated form, bear a legend substantially in the following form:

**“THIS NOTE/CERTIFICATE, THE SUBSIDIARY GUARANTEES AND THE JV SUBSIDIARY GUARANTEES (IF ANY) RELATED TO THIS NOTE/CERTIFICATE (COLLECTIVELY, THE “SECURITY”) HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE/CERTIFICATE NOR THE SUBSIDIARY GUARANTEES AND THE JV SUBSIDIARY GUARANTEES (IF ANY) NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.**

**THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, [in the case of Rule 144A Global Notes/Certificates: REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT)] [in the case of Regulation S Global Notes/Certificates: REPRESENTS THAT IT IS NOT A US PERSON, IS NOT ACQUIRING THIS NOTE/CERTIFICATE FOR THE ACCOUNT OR BENEFIT OF A US PERSON AND IS ACQUIRING THIS NOTE/CERTIFICATE IN AN “OFFSHORE TRANSACTION” PURSUANT TO REGULATION S UNDER THE SECURITIES ACT] [in the case of IAI Global Notes/Certificates: REPRESENTS THAT IT IS AN INSTITUTIONAL “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT)] AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED THIS SECURITY, TO OFFER, SELL OR OTHERWISE TRANSFER THIS SECURITY, [in the case of Rule 144A Global Notes/Certificates and IAI Global Notes/Certificates: BEFORE THE RESALE RESTRICTION TERMINATION DATE, WHICH IS ONE (1) YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY)] [in the case of Regulation S Global Notes/Certificates: ON OR PRIOR TO FORTY (40) DAYS AFTER THE LATER OF THE ORIGINAL**

**ISSUE DATE HEREOF AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S], ONLY (A) TO THE COMPANY OR ONE OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT, BEFORE SUCH TRANSFER, DELIVERS TO THE TRANSFER AGENT A VALIDLY COMPLETED AND SIGNED CERTIFICATE (THE FORM OF WHICH MAY BE OBTAINED FROM THE TRANSFER AGENT) RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS SECURITY, (E) OUTSIDE THE UNITED STATES TO NON-US PERSONS IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR (F) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSAL OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS, AND FURTHER SUBJECT TO THE COMPANY’S AND THE TRANSFER AGENT’S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.**

**THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED THIS SECURITY THAT IT SHALL NOT TRANSFER THIS SECURITY IN AN AMOUNT LESS THAN US\$1,000.**

**EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON AN EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT.”**

Each Global Note or Global Certificate shall also bear a legend substantially to the following effect (the “Global Note/Certificate Legend”):

**“UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF [\*] (“COMMON DEPOSITARY”) FOR EUROCLEAR BANK SA/NV (“EUROCLEAR”) OR CLEARSTREAM BANKING S.A. (“CLEARSTREAM”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF NOMINEE OF THE COMMON DEPOSITARY OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY (AND ANY PAYMENT IS MADE TO THE COMMON DEPOSITARY OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY, HAS AN INTEREST HEREIN.**

**THIS SECURITY IS A GLOBAL NOTE/CERTIFICATE WITHIN THE MEANING OF THE [INDENTURE][TRUST DEED] HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE NOMINEE OF THE COMMON DEPOSITARY. THIS SECURITY MAY NOT BE EXCHANGEABLE IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH COMMON DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE [INDENTURE][TRUST DEED].”**

- (d) it and any subsequent holder of the New Instruments will notify any person to whom it subsequently re-offers, resells, pledges, transfers or otherwise disposes of the New Instruments of the foregoing restrictions on transfer;
- (e) it understands and acknowledges that the Company shall not be obliged to recognise any resale or other transfer of the New Instruments made other than in compliance with the restrictions set forth in this Distribution Confirmation Deed and the terms of the New Instruments;
- (f) it confirms that it will acquire an interest in the New Instruments for its own account as principal, or for the account of one or more other persons who are able to and who shall be deemed to make all of the representations and agreements in this Distribution Confirmation Deed and for whom it exercises sole investment discretion;

- (g) the receipt of New Instruments by such person is not part of a plan or scheme to evade the registration requirements of the US Securities Act;
- (h) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of investing in the New Instruments, and is experienced in investing in capital markets and is able to bear the economic risk of investing in the New Instruments (which it may be required to bear for an indefinite period of time and it is able to bear such risk for an indefinite period), and has adequate means of providing for its current and contingent needs, has no need for liquidity with respect to its investment in its New Instruments, and is able to sustain a complete loss of its investment in its New Instruments;
- (i) it has or has access to all information that it believes is necessary, sufficient or appropriate in connection with its acquisition of its New Instruments and has made an independent decision to acquire its New Instruments based on the information concerning the business and financial condition of the Company and other information available to it which it has determined is adequate for that purpose;
- (j) it will comply with all securities laws of any state or territory of the United States or any other applicable jurisdiction, including without limitation “blue sky” laws, in connection with its investment in its New Instruments and acceptance of its New Instruments will not violate any applicable law;
- (k) it understands that neither the Securities and Exchange Commission, nor any other United States state or other securities commission or regulatory authority has approved or disapproved of the New Instruments or passed comment upon the accuracy or adequacy of the Solicitation Packet or the Explanatory Statement, and that any representation to the contrary is a criminal offence in the United States;
- (l) it has consulted and will continue to consult, in each case as required, its own legal, financial and tax advisers with respect to the legal, financial and tax consequences of the Schemes, the New Instruments and the Restructuring in its particular circumstances;
- (m) it understands that the New Instruments will not be listed on a US Securities exchange or any inter-dealer quotation system in the United States and that the Company does not intend to take action to facilitate a market in any of the New Instruments in the United States. Consequently, it understands it is unlikely that an active trading market in the United States will develop for any such securities;
- (n) it understands that the foregoing representations, warranties and agreements are required in connection with United States securities laws and that the Company and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. It agrees that, if any of the acknowledgements, representations and warranties made in connection with its receipt of the New

Instruments are no longer accurate, it will promptly, and in any event prior to the issuance of its New Instruments, notify the Company in writing;

- (o) it is either (i) a “**qualified investor**” within the meaning of Regulation (EU) 2017/1129; or (ii) is not incorporated or situated in any member state of the European Economic Area;
- (p) it is not located or resident in the United Kingdom or, if it is a resident of or located in the United Kingdom, it is: (i) a person who has professional experience in matters relating to investments and qualifies as an Investment Professional in accordance with Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”); (ii) a high net worth company, unincorporated association, partnership, trustee or any person to whom communication may otherwise lawfully be made in accordance within Article 49(2) of the Order; or (iii) person falling within Article 43(2) of the Order;
- (q) it understands that the arrangements for the issue of the New Instruments have not been authorised by Hong Kong’s Securities and Futures Commission (“**SFC**”), nor has the Explanatory Statement (for this purposes including the Solicitation Packet) been approved by the SFC pursuant to section 105(1) of Hong Kong’s Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (“**SFO**”) or section 342C(5) of Hong Kong’s Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (“**C(WUMP)O**”) or registered by Hong Kong’s Registrar of Companies pursuant to section 342C(7) of the C(WUMP)O;
- (r) it is not located or resident in Hong Kong or, if it is resident or located in Hong Kong, it is (i) a person whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or (ii) a professional investor as defined in the SFO;
- (s) it understands that no securities will be offered or sold directly or indirectly to any resident of the PRC, or offered or sold to any person for reoffering or resale directly or indirectly to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. Accordingly, no offer, promotion, solicitation for sales or sale of or for, as the case may be, any New Instruments in the PRC will be made, except where permitted by the China Securities Regulatory Commission or where the activity otherwise is permitted under the laws of the PRC;
- (t) it is not located or resident in Singapore or, if it is in Singapore, it is (i) an “**institutional investor**” as defined in Section 4A of the Securities and Futures Act, Chapter 289, as amended or modified from time to time (the “**SFA**”); (ii) a relevant person (as defined in Section 275(2) of the SFA) and in the case of an “**accredited investor**”, as such term is defined in Section 4A of the SFA as modified by Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; (iii) a person referred to in Section 275(1A) of the SFA; or (iv) a person to whom the New Instruments may otherwise be offered pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA;

- (u) it understands that the New Instruments have not been and will not be registered under the securities laws of Taiwan and, upon delivery, may not be offered, sold or otherwise transferred except (i) pursuant to an effective registration statement under Taiwan’s Securities and Exchange Act; or (ii) in accordance with another exemption from registration under, or transaction not subject to Taiwan’s Securities and Exchange Act;
- (v) it will comply with all securities laws relating to the New Instruments that apply to it in any place in which it accepts, holds or sells any of its New Instruments. It has obtained all consents or approvals that it needs in order to receive its New Instruments, and the Company is not responsible for compliance with these legal requirements; and
- (w) it will not offer or resell any of its New Instruments, or cause any offer for the resale of its New Instruments, in any state or jurisdiction in which such offer, a solicitation for the purchase of, or resale of its New Instruments would be unlawful under, or cause the Company to be in breach of, the securities laws of such state or jurisdiction and it has complied and will comply with all applicable laws and regulations with respect to anything done by it in relation to the New Instruments.

#### **Sanctions law confirmations and undertakings**

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms and undertakes to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the New Instruments Trustee, the Holding Period Trustee, the Successor Escrow Agent and the Information Agent that:
  - (a) neither it, nor any of its Subsidiaries, any director or officer of it or its Subsidiaries or, to the knowledge of the Scheme Creditor, any person who directly or indirectly owns or controls (in each case, as pursuant to Applicable Sanctions) the Scheme Creditor, any agent, employee or Affiliate or other person associated with or acting on behalf of the Scheme Creditor is an individual or entity that is currently the target of (i) any United States sanctions related to or administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) (including but not limited to the designation as a “specially designated national or blocked person” thereunder) or, (ii) any financial or trade sanctions, laws, regulations, embargoes, rules and/or restrictive measures administered, enacted, enforced or imposed by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom (including as those are extended to the Cayman Islands and/or the British Virgin Islands), the Cayman Islands, and the British Virgin Islands and/or the Hong Kong Monetary Authority or any other relevant sanctions authority (collectively with the sanctions imposed by the United States, the “**Sanctions Laws and Regulations**”), nor is the Scheme Creditor or any of its Subsidiaries located, organized or resident in a country, region or territory that is the target of sanctions under any of the Sanctions Laws and Regulations, including, without limitation, Crimea, the so-called Donetsk People’s

Republic region of Ukraine and the so-called Luhansk People’s Republic region of Ukraine, Cuba, Iran, North Korea and Syria (each a “**Sanctioned Country**”), and as a result of the performance of any transactions contemplated by the Schemes, to the knowledge of the Scheme Creditor, would cause a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660; and

- (b) it will not directly or knowingly indirectly use the proceeds of the **New Instruments**, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with, any person that, at the time of such funding or facilitation, is the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660.



## Annex C to the Distribution Confirmation Deed

### **Only to be completed by a Class A Lender acting on own behalf and (if applicable) a Designated Recipient**

#### **New Instruments Form**

By selecting one of the three options below, the Scheme Creditor expressly acknowledges and confirms that the Scheme Creditor intends to receive and is eligible to receive, and if a Designated Recipient is appointed, the Designated Recipient acknowledges and confirms that it is eligible to receive **New Instruments** in the form as follows:

- Regulation S New Instruments
- Rule 144A New Instruments
- IAI New Instruments

By selecting one of the three options above, the Scheme Creditor (and its Designated Recipient, if applicable), expressly confirms, represents and warrants that:

- (a) in the case of selecting the **Regulation S New Instruments** option, the Scheme Creditor (or its Designated Recipient) is located outside the United States and is a person that is not a “US Person” as defined in Regulation S under the US Securities Act, acquiring the **Regulation S New Instruments** in reliance on Regulation S under the US Securities Act, and acquiring the **Regulation S Notes** for its own account or for one or more managed accounts, each of which is a non-US Person and as to each of which it exercises sole investment discretion.
- (b) in the case of selecting the **Rule 144A New Instruments** option, the Scheme Creditor (or its Designated Recipient) is a “qualified institutional buyer” as defined in Rule 144A under the US Securities Act or in the case of selecting the **IAI New Instruments** option, the Scheme Creditor (or its Designated Recipient) is an institutional “accredited investor” as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the US Securities Act;
- (c) the Scheme Creditor (or its Designated Recipient) is aware that the issue of the **Rule 144A New Instruments** and the **IAI New Instruments**, as applicable, to it is being made in reliance on one or more exemptions from registration under the US Securities Act, including Section 4(a)(2) thereunder; and
- (d) the Scheme Creditor (or its Designated Recipient) is acquiring the **Rule 144A New Instruments** or the **IAI New Instruments**, as applicable, for its own account or for one or more managed accounts, each of which is a “qualified institutional buyer” or an institutional “accredited investor” and as to each of which it exercises sole investment discretion.

Any Scheme Creditor that does not make the relevant confirmations by ticking the "Yes" box below and completing this Annex C to this Distribution Confirmation Deed shall not be entitled to receive a distribution of New Instruments and should contact the Information Agent without delay.

The Scheme Creditor and if applicable, the Designated Recipient, acknowledges and agrees to the terms, confirmations, acknowledgements, warranties and undertakings set out in this Distribution Confirmation Deed, including without limitation those set out at Annex A (*General confirmations, acknowledgements, warranties and undertakings*) and Annex B (*Securities law and sanctions law confirmations and undertakings*) and this Annex C (*New Instruments Form*):

Yes

This Deed has been executed as a deed and delivered on \_\_\_\_\_ by the parties hereto

**EXECUTED and DELIVERED by**

***We act on our own behalf (as Class A Lender) and (if applicable) on behalf of Designated Recipient (please select all that apply):***

Self (Class A Lender)

Designated Recipient

Class A Lender or its authorised employee /  
representative name:

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Executed by Class A Lender or authorised employee /  
representative for and on behalf of Class A Lender / Designated Recipient:

---

By signing above, the Class A Lender confirms that it is signing for and on behalf of itself (and the Designated Recipient, if applicable) and that it has obtained all necessary consents, authorisations, approvals and/or permissions

required to be obtained by it under the laws and regulations applicable to it in any jurisdiction in order to sign this Distribution Confirmation Deed for itself (and on behalf of the Designated Recipient, if applicable).

### SCHEDULE 3

#### CLASS C SCHEME CREDITOR PROXY FORM

**This Class C Scheme Creditor Proxy Form must be validly completed and submitted to the Information Agent via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme>.**

**This Class C Scheme Creditor Proxy Form is for completion by Other Class C Scheme Creditors (not Class C Noteholders (being Dongpo Noteholders or Lake Noteholders)). Any Class C Scheme Creditor Proxy Form which is verified by the Chairperson, in consultation with the Company and/or the Information Agent, against all supporting evidence provided by the relevant Other Class C Scheme Creditor, will be available to the Chairperson of the Class C Scheme Meetings. Other Class C Scheme Creditors who are Participating Creditors must include their Accession Code when completing this Class C Scheme Creditor Proxy Form and will need to vote in favour of the Schemes in accordance with the instructions set out below in order to be entitled to the Consent Fee.**

**Notwithstanding the various deadlines set out below, all Other Class C Scheme Creditors are strongly encouraged to complete and submit the required documents as soon as possible in accordance with the instructions in this Class C Scheme Creditor Proxy Form and the Solicitation Packet.**

**All Other Class C Scheme Creditors (and all Designated Recipients, if applicable) will need to hold an account (directly or indirectly through the intermediary chain) with an account holder or custodian which itself holds an account with Euroclear or Clearstream in order to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable). To the extent that they do not already have such an account, all Other Class C Scheme Creditors (and all of their Designated Recipients, if applicable) are advised to open an account (directly or indirectly through the intermediary chain) with an account holder or custodian which itself holds an account with Euroclear (if possible) or Clearstream (including many custodian banks and certain other financial institutions) and provide the Information Agent with the required details of such account (as required in the Class C Scheme Creditor Proxy Form) as soon as possible, and in any event, by the Class C Bar Date, and include those account details at Section 2 of this Class A Private Lender Proxy Form. If you do not have such an account and are unable to open such an account, please contact the Information Agent immediately.**

Capitalised terms used but not defined in this Class C Scheme Creditor Proxy Form have the meaning given to them in the explanatory statement relating to the Schemes issued by the Company on 31 July 2023 (the “**Explanatory Statement**”), subject to any amendments or modifications made by the Cayman Court and/or the Hong Kong Court.

The Schemes will, if implemented, materially affect the Scheme Creditors of the Company. Other Class C Scheme Creditors (not Class C Noteholders) must use this Class C Scheme Creditor Proxy Form to (a) register details of their interest in the Class C Debts; (b) if they wish, make certain elections in relation to the voting at the Class C Scheme Meetings; and (c) allow them to receive Scheme Consideration. The summary of the Class C Scheme Creditor Proxy Form is set out below.

### **Section 1: Background**

1. Other Class C Scheme Creditors (not Class C Noteholders) are invited to vote for, or against, the Schemes, by completing and submitting this Class C Scheme Creditor Proxy Form, together with sufficient evidence to allow the Information Agent to reliably establish their identity, status as a Scheme Creditor and the value of their holding, and together with the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form. Moreover, in order to receive the Consent Fee, Other Class C Scheme Creditors must include their Accession Code when completing this Class C Scheme Creditor Proxy Form (to the extent the Other Class C Scheme Creditor is a Participating Creditor) and vote in favour of the Schemes.
2. **In order to vote on the Schemes and to receive the Consent Fee (if applicable), this Class C Scheme Creditor Proxy Form, together with the required evidence and information, the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form, must be submitted by no later than the Voting Record Time, which is 5:00pm (Hong Kong time), the equivalent time being 4:00am (Cayman Islands time) on 23 August 2023, to the Information Agent via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme>.**
3. **In order to receive Scheme Consideration on the Final Distribution Date, this Class C Scheme Creditor Proxy Form, together with the required evidence and information, the Distribution Confirmation Deed, and (if applicable) the Designated Recipient Form, must be submitted by no later than the Class C Bar Date, which is the date which is 135 calendar days after the Restructuring Effective Date, to the Information Agent via the Portal.**
4. Other Class C Scheme Creditors can, but are not required to, provide an indicative valuation of their Deficiency Claim when completing this Class C Scheme Creditor Proxy Form – this is explained in paragraph 4.1 of the Solicitation Packet. Any Other Class C Scheme Creditor that wishes to provide an indicative valuation of their Deficiency Claim must do so in their Account Holder Letter and submit the same by no later than the Restructuring Effective Date. The Scheme Administrators and/or the Scheme Adjudicator may take any such indicative valuation of an Other Class C Scheme Creditor's Deficiency Claim into account when determining the valuation of such Other Class C Scheme Creditor's Entitlement to Scheme Consideration in accordance with the Valuation and Adjudication Procedure, provided that it is validly submitted prior to the Restructuring Effective Date, but will not be bound by it.
5. Any submitted Class C Scheme Creditor Proxy Form will be checked by the Information Agent against the books and records supplied by the Company at the

Voting Record Time (for the purpose of determining the Other Class C Scheme Creditor's Voting Scheme Claims).

6. Each Class C Scheme Creditor Proxy Form which is verified by the Chairperson, in consultation with the Company and/or the Information Agent, against all supporting evidence provided by the relevant Other Class C Scheme Creditor will be available to the Chairperson of the Class C Scheme Meetings (i) to instruct the Chairperson as the Other Class C Scheme Creditor's proxy to cast a vote on behalf of the Other Class C Scheme Creditor at the Class C Scheme Meetings in accordance with the wishes of the Other Class C Scheme Creditor; (ii) to appoint someone else as the Other Class C Scheme Creditor's proxy to attend and cast a vote at the Class C Scheme Meetings in accordance with the wishes of the Other Class C Scheme Creditor; or (iii) to notify the Chairperson that the Other Class C Scheme Creditor will attend and vote at the Class C Scheme Meetings in person or, if a corporation, by a duly authorised representative.
7. This Class C Scheme Creditor Proxy Form and any non-contractual obligations arising out of or in relation to this Class C Scheme Creditor Proxy Form shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands. The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Class C Scheme Creditor Proxy Form. By submission of this Class C Scheme Creditor Proxy Form to the Information Agent, the Scheme Creditor irrevocably submits to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
8. For further information on how to complete or submit a Class C Scheme Creditor Proxy Form, please contact the Information Agent at [evergrande@investor.morrowsodali.com](mailto:evergrande@investor.morrowsodali.com).

**Section 2: Details of the Other Class C Scheme Creditor**

Full name of Other Class C Scheme Creditor:

\_\_\_\_\_

Type of Other Class C Scheme Creditor (select one):

Individual; or

Organisation

Country of residence/headquarters (where the Other Class C Scheme Creditor is an organisation):

\_\_\_\_\_

Country of nationality (where the Other Class C Scheme Creditor is an individual – list each of the countries in respect of which the Other Class C Scheme Creditor is a national):

\_\_\_\_\_

Email address:

\_\_\_\_\_

Telephone number (with country code):

\_\_\_\_\_

Description of sufficient evidence of personal identity (which must be submitted with this completed form):

\_\_\_\_\_

**To be completed if the Other Class C Scheme Creditor is an organisation:**

Jurisdiction of incorporation of Other Class C Scheme Creditor:

\_\_\_\_\_

Name of authorized representative:

\_\_\_\_\_

Description of sufficient evidence of authority to represent the Other Class C Scheme Creditor (which must be submitted with this completed form):

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**To be completed by the Other Class C Scheme Creditor in order to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable):**

Full name of Account Holder:

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Clearing System (select one): EUROCLEAR / CLEARSTREAM

Clearing System participant account number:

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Authorised employee of Account Holder (print name):

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Telephone number of authorised employee (with country code):

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Email address of authorised employee:

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**Section 3: Details of Holdings**

ADI Code of Class C Debts	Principal amount of Class C Debts held as at the Voting Record Time (do not include amount of accrued and unpaid interest)	Description of Class C Debts	Description of sufficient evidence of holding (which must be submitted with this completed form)	Accession Code from Accession Letter (which must be included if the Other Class C Scheme Creditor is a Participating Creditor in order to receive the Consent Fee, if applicable):	Indicative valuation of Deficiency Claim (optional) <sup>30</sup>

**Section 4: Other Class C Scheme Creditor Confirmations**

The Other Class C Scheme Creditor named in this Class C Scheme Creditor Proxy Form for itself hereby confirms to the Company as follows (select “yes” or “no” as appropriate):

1. That all authority conferred or agreed to be conferred pursuant to this Class C Scheme Creditor Proxy Form and every obligation of the Other Class C Scheme Creditor under this Class C Scheme Creditor Proxy Form shall, to the best of its knowledge and the extent permitted by law, be binding upon the successors and assigns of the Other Class C Scheme Creditor (in the case of a corporation or institution) or the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Other Class C Scheme Creditor (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may

<sup>30</sup> Any Other Class C Scheme Creditor that wishes to provide an indicative valuation of its Deficiency Claim (as explained in paragraph 4.1 of the Solicitation Packet) must do so in this Class C Scheme Creditor Proxy Form and submit the same by no later than the Restructuring Effective Date.



be) of the Other Class C Scheme Creditor and that all of the information in this Class C Scheme Creditor Proxy Form is complete and accurate.

- Yes
- No

2. That, in relation to the Other Class C Scheme Creditor's holding in the Class C Debts identified in this form, the Other Class C Scheme Creditor has authority to:

- (a) give the voting instructions set out in Section 5 of this Class C Scheme Creditor Proxy Form and, if applicable, to nominate the person named in this Class C Scheme Creditor Proxy Form to attend and vote at the Class C Scheme Meetings; and
- (b) give the elections as to Scheme Consideration set out in Section 6 of this Class C Scheme Creditor Proxy Form.

- Yes
- No

**In order for an Other Class C Scheme Creditor to be eligible to vote (either in person or by proxy) and to receive Scheme Consideration in accordance with the terms of the Schemes, an Other Class C Scheme Creditor must respond "yes" in respect of paragraph 2 above.**

3. Each Other Class C Scheme Creditor who submits a Class C Scheme Creditor Proxy Form represents, warrants and undertakes to the Company that:

- (a) it has received the Schemes and the Explanatory Statement and has had sufficient opportunity to review all documents contained therein and the documents published on the Transaction Website at <https://projects.morrowsodali.com/evergrande>;
- (b) it has not given voting instructions or submitted a Class C Scheme Creditor Proxy Form with respect to the Class C Debts (except as contained in this Class C Scheme Creditor Proxy Form);
- (c) from the date on which it submits its Class C Scheme Creditor Proxy Form, it will not sell, transfer, assign or otherwise dispose of its interest in all or any part of the Class C Debts (save to the extent that they concern the Excluded Liabilities or the Excluded Collateral) until the earliest of the following circumstances:
  - (i) if submitted to the Information Agent at any time prior to the Restructuring Effective Date, the earliest of the following circumstances:
    - A. the Restructuring Effective Date (at which time the Other Class C Scheme Creditors' rights against the Company in respect of the Class C Debts will be released);

- B. the Schemes not being approved by the requisite majorities of the Scheme Creditors (provided that the Scheme Meetings may be postponed or adjourned to a subsequent date in order to obtain the requisite approval);
  - C. the Cayman Court and/or the Hong Kong Court not granting a Scheme Sanction Order at any of the Scheme Convening Hearings and the Company having exhausted all avenues of appeal with the Cayman Court and/or the Hong Kong Court (as applicable); or
  - D. the Restructuring not becoming effective by the Longstop Date;
- (d) save as expressly provided in the Explanatory Statement, none of the Company, the Information Agent, or any of their respective Affiliates, directors, officers or employees has made any recommendation to that Other Class C Scheme Creditor as to whether, or how, to vote in relation to the Schemes or as to whether and in what proportions it should elect to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration, and that it has made its own decision with regard to voting and its election of Scheme Consideration based on any legal, tax or financial advice that it has deemed necessary to seek;
  - (e) the supporting evidence provided with this Class C Scheme Creditor Proxy Form is accurate and true;
  - (f) all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall, to the best of its knowledge and to the extent permitted by law, be binding on the successors and assigns of that Other Class C Scheme Creditor (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Other Class C Scheme Creditor (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Other Class C Scheme Creditor;
  - (g) it is solely liable for any taxes or similar payments imposed on it under the laws of any applicable jurisdiction as a result of voting in favour of the Schemes (other than any taxes or similar payments for which a member of the Group is liable in accordance with the New Instruments and/or the New Instruments Documents), and that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Company, the Holding Period Trustee, the Successor Escrow Agent, the Information Agent or any of their Affiliates, directors, officers, advisers or employees in respect of such taxes or similar payments;
  - (h) to the extent that an Other Class C Scheme Creditor provides an indicative valuation of its Deficiency Claim in Annex C to this Distribution Confirmation Deed, it acknowledges and accepts that the Scheme Administrators and/or the Scheme Adjudicator may take any such indicative valuation of an Other Class C Scheme

Creditor's Deficiency Claim into account when determining the valuation of such Other Class C Scheme Creditor's Entitlement to Scheme Consideration in accordance with the Valuation and Adjudication Procedure, provided that it is validly completed and submitted prior to the Restructuring Effective Date, but will not be bound by it;

- (i) neither it, nor any of its Subsidiaries, any director or officer of it or its Subsidiaries or, to the knowledge of the Scheme Creditor, any person who directly or indirectly owns or controls (in each case, as pursuant to Applicable Sanctions) the Scheme Creditor, any agent, employee or Affiliate or other person associated with or acting on behalf of the Scheme Creditor is an individual or entity that is currently the target of (i) any United States sanctions related to or administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) (including but not limited to the designation as a “specially designated national or blocked person” thereunder) or, (ii) any financial or trade sanctions, laws, regulations, embargoes, rules and/or restrictive measures administered, enacted, enforced or imposed by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom (including as those are extended to the Cayman Islands and/or the British Virgin Islands), the Cayman Islands, the British Virgin Islands and/or the Hong Kong Monetary Authority or any other relevant sanctions authority (collectively with the sanctions imposed by the United States, the “**Sanctions Laws and Regulations**”), nor is the Scheme Creditor or any of its Subsidiaries located, organized or resident in a country, region or territory that is the target of sanctions under any of the Sanctions Laws and Regulations, including, without limitation, Crimea, the so-called Donetsk People’s Republic region of Ukraine and the so-called Luhansk People’s Republic region of Ukraine, Cuba, Iran, North Korea and Syria (each a “**Sanctioned Country**”), and as a result of the performance of any transactions contemplated by the Schemes, to the knowledge of the Scheme Creditor, would cause a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660; and
- (j) it will not directly or knowingly indirectly use the proceeds of the **New Instruments**, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with, any person that, at the time of such funding or facilitation, is the target of any applicable Sanctions Laws and Regulations, (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or (iii) in

any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660.

4. Any Other Class C Scheme Creditor that is unable to give any of the representations in this Section 4 above (except for paragraphs 3 (i) and (j)) should contact the Information Agent directly as soon as possible at [evergrande@investor.morrowsodali.com](mailto:evergrande@investor.morrowsodali.com). Any Other Class C Scheme Creditor that is unable to give any of the representations in paragraphs 3 (i) or (j) above should contact the Company directly as soon as possible at [jfong@evergrande.com](mailto:jfong@evergrande.com).

**Section 5: Voting Instructions relating to the Schemes and Appointment of Proxy**

This **Section** is required to only be completed by:

- an Other Class C Scheme Creditor (not Class C Noteholders) which intends to vote at the Class C Scheme Meetings; and
- an Other Class C Scheme Creditor which is a Participating Creditor and wishes to receive the Consent Fee (or to appoint a Designated Recipient to receive such Consent Fee on its behalf).

Please read notes in the “IMPORTANT NOTES” section below before selecting.

**Voting Form**

The Other Class C Scheme Creditor wishes to vote (or to instruct its proxy to vote) as follows (please select **only one**):

- FOR** the Schemes; or
- AGAINST** the Schemes.

The Other Class C Scheme Creditor wishes (please select **only one of the following three boxes**):

- to appoint the Chairperson<sup>31</sup> as its proxy to attend and vote on the Schemes on its behalf at the Class C Scheme Meetings in accordance with the instruction set forth above; or
- to appoint the proxy (other than the Chairperson) identified below to attend and vote on the Schemes on its behalf at the Class C Scheme Meetings in accordance with the instruction set forth above:

Name of proxy:

\_\_\_\_\_

Passport country and number of proxy:

\_\_\_\_\_

or;

- to attend and vote on the Schemes at the Class C Scheme Meetings in person or by the below duly authorised representative, if a corporation, in such manner as the Other Class C Scheme Creditor thinks fit.

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<sup>31</sup> The Chairperson is Mr Patrick Cowley of KPMG or, failing him, another representative of KPMG nominated by him.

Name of authorised representative:

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Passport country and number of authorised representative:

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### **Section 6: Elections as to Scheme Consideration**

**This Part must be completed by an Other Class C Scheme Creditor (not Class C Noteholders) by the Class C Bar Date to receive Scheme Consideration and provide its election of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration to be received, and (if electing Option 2 Scheme Consideration) to receive any TJ Scheme Consideration.**

**An Other Class C Scheme Creditor may re-complete and re-submit this Section 6 to the Information Agent prior to the Class C Bar Date if it wishes to amend its prior selection of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration.**

The Other Class C Scheme Creditor wishes to elect the following Scheme Consideration (please select only one Option and to the extent Option 2 is selected, please select the preferred consideration and provide specific details as required):

**OPTION 1 SCHEME CONSIDERATION – C1 Notes; or**

**OPTION 2 SCHEME CONSIDERATION** in the form of:

**C2 Notes (only);**

**C2 Package (only); or**

**a combination of C2 Notes and C2 Package**, and if so, please specify preferred combination below (by specifying the preferred % (which shall be an integral multiple of 10% out of 100%) of **C2 Notes** (the remainder (100% *less* the amount specified) being the amount of **C2 Package**. Please note that any such split is subject to the adjustment procedures set out in Part D of the Schemes, so a Class C Scheme Creditor may not receive its preferred combination of C2 Notes and C2 Package):

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**Other Class C Scheme Creditors (not Class C Noteholders) must make a valid election by the Class C Bar Date in order to receive their Option of Scheme Consideration on the Final Distribution Date by submitting validly completed copies of this Class C Scheme Creditor Proxy Form, a Distribution Confirmation Deed (including affirmative Sanctions Law**

**Representations and Securities Law Representations) and, if applicable, a Designated Recipient Form to the Information Agent by the Class C Bar Date.**

**Please note if the Schemes are sanctioned and become effective, their terms will be binding on all Scheme Creditors, including the Other Class C Scheme Creditors, whether or not they have completed this form.**

Signature of Scheme Creditor (or its authorised representative):

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Name of signatory:

---

Title:

---

Date:

---

## APPENDIX 1

### DESIGNATED RECIPIENT FORM (if applicable)

**Only to be completed by a Other Class C Scheme Creditor (not including Dongpo Noteholders or Lake Noteholders) (who is not a Sanctioned Scheme Creditor) acting on own behalf and (if applicable) a Designated Recipient**

To be eligible to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable), a Scheme Creditor must be an Eligible Person. If that Scheme Creditor wishes to appoint a Designated Recipient, the Scheme Creditor (or its Account Holder, if applicable) must complete this Designated Recipient Form appointing a Designated Recipient who is an Eligible Person to receive all of the New Instruments and/or the TJ Scheme Consideration (if applicable) and/or the payment-in-kind notes comprising the Consent Fee (if applicable) which are otherwise attributable to the Scheme Creditor.

**Eligible Person** means a person who can make affirmative securities law and sanctions law confirmations and undertakings set out in Annex B to Appendix 2 (Distribution Confirmation Deed).

If a Scheme Creditor is not an Eligible Person and fails to designate a Designated Recipient on or before the applicable Bar Date, that Scheme Creditor's rights under the Schemes shall be extinguished and such Scheme Creditor will have no further rights with respect to the Scheme Consideration, TJ Scheme Consideration and Consent Fee (as applicable).

A Sanctioned Scheme Creditor cannot appoint a Designated Recipient as it would not be able to provide affirmative Sanctions Law Representations.

A Scheme Creditor (and any Designated Recipient so designated) is required to provide the affirmative Sanctions Law Representations in the Distribution Confirmation Deed when designating a Designated Recipient. In addition, any Designated Recipient so designated must also provide the affirmative Securities Law Representations in the Distribution Confirmation Deed (however the appointing Scheme Creditor is not also required to do so).

This Designated Recipient Form and any non-contractual obligations arising out of or in relation to this Designated Recipient Form shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands. The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Designated Recipient Form. By submission of this Designated Recipient Form to the Information Agent, the Scheme Creditor and the Account Holder (if applicable) irrevocably submit to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

Full name of Scheme Creditor:

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The Scheme Creditor hereby irrevocably and unconditionally nominates:

Name of Designated Recipient:

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Type of Designated Recipient (select one):

Individual; or

Organisation

Contact name: \_\_\_\_\_

Country of residence/headquarters (where the Designated Recipient is an organisation):

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Country of nationality (where the Designated Recipient is an individual – list each of the countries in respect of which the Designated Recipient is a national):

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Full Address:

---

Email address:

---

Telephone number (with country code):

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to be its Designated Recipient for the purposes of the Schemes in respect of (tick all that apply):

- all of the New Instruments otherwise attributable to it
- all of the TJ Scheme Consideration otherwise attributable to it
- all of the payment-in-kind notes comprising the Consent Fee otherwise attributable to it

Euroclear or Clearstream account details of the Designated Recipient's Account Holder:

Name of the Account Holder: \_\_\_\_\_  
Clearing System (select one): EUROCLEAR / CLEARSTREAM  
Clearing System account number: \_\_\_\_\_  
Authorised employee name: \_\_\_\_\_  
Telephone number (with country code): \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**A Scheme Creditor may not appoint more than one Designated Recipient.**

The **Scheme Creditor** named below for itself hereby confirms to the Company and the Information Agent that, in relation to its interest in the Class C Debt/s that is/are the subject of the Class C Scheme Creditor Proxy Form:

- the Scheme Creditor has authority to identify the Designated Recipient in this Appendix 1 (Designated Recipient Form) (if any) and to give on its behalf the instruction given in the applicable Class C Scheme Creditor Proxy Form; and
- the Designated Recipient is an Eligible Person.

Scheme Creditor or its authorised employee / representative name:

\_\_\_\_\_

Executed by Scheme Creditor or authorised employee / representative for and on behalf of Scheme Creditor:

\_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 2

### DISTRIBUTION CONFIRMATION DEED

**Only to be completed by Other Class C Scheme Creditors (not including Dongpo Noteholders or Lake Noteholders) acting on own behalf and (if applicable) a Designated Recipient**

Any Scheme Creditor who is not a Sanctions-Affected Scheme Creditor that wishes to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable), or for a Designated Recipient to receive the New Instruments, the TJ Scheme Consideration (if applicable) and Consent Fee instead of it, must ensure that this Distribution Confirmation Deed is validly completed by an Other Class C Scheme Creditor in the affirmative and returned online via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme> to the Information Agent either:

- By the Voting Record Time to receive the Consent Fee (if applicable) on the Final Distribution Date; or
- By the Class C Bar Date to receive either Option 1 Scheme Consideration or Option 2 Scheme Consideration on the Final Distribution Date, and to receive TJ Scheme Consideration (if electing the C2 Package).

In addition to this Distribution Confirmation Deed, Other Class C Scheme Creditors will need to complete a Class C Scheme Creditor Proxy Form to receive Scheme Consideration, TJ Scheme Consideration (if applicable) or the Consent Fee (if applicable). Please refer to the instructions above in this Solicitation Packet for the required documents and deadlines.

If the Other Class C Scheme Creditor cannot complete the Distribution Confirmation Deed themselves, the Other Class C Scheme Creditor should contact the Information Agent immediately.

#### **Distribution Confirmation Deed**

**This Deed** is made by way of deed poll by the person whose details are set out on the signature page on the date stated on the execution page for the benefit of the Company, and with the intention and effect that it may be directly relied upon and enforced separately by each Released Person (as defined in the Schemes), even though they are not party to this Deed.

#### **1. Definitions and interpretation**

- (a) Unless otherwise defined herein, capitalised terms in this Deed shall have the meanings given to them in the Explanatory Statement and the Schemes.
- (b) In this Deed unless the context otherwise requires:
  - (i) words in the singular include the plural and in the plural include the singular;
  - (ii) the words “including” and “include” shall not be construed as or take effect as limiting the generality of the foregoing;

- (iii) the headings shall not be construed as part of this Deed nor affect its interpretation;
- (iv) references to any clause, without further designation, shall be construed as a reference to the clause of this Deed so numbered;
- (v) reference to any act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of this Deed and any former statutory provision replaced (with or without modification) by the provision referred to;
- (vi) reference to a person includes a reference to any body corporate, unincorporated association or partnership and to that person's legal personal representatives or successors; and
- (vii) the principles of construction set out in the Schemes apply to this Deed except that references to the Schemes shall instead be construed as references to this Deed.

## 2. Confirmations, warranties and undertakings

- (a) The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, gives the confirmations, acknowledgements, warranties and undertakings set out in:
  - (i) Annex A (*General confirmations, acknowledgements, warranties and undertakings*);
  - (ii) Annex B (*Securities law and sanctions law confirmations and undertakings*); and
  - (iii) Annex C (*New Instruments Form*).
- (g) Without prejudice to the provisions in Annex A, Annex B and Annex C, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, the Scheme Creditor and its Designated Recipient, hereby irrevocably warrants, undertakes and represents to the Company and, if the Scheme Creditor is a Class A Noteholder, the Existing Notes Trustee (or if a Dongpo Noteholder, the Dongpo Notes Trustee, or if a Lake Noteholder, the Lake Notes Trustee), that with effect from the Restructuring Effective Date:
  - (i) it agrees to be bound by the terms of the Schemes;
  - (ii) it will instruct the Company as its agent and attorney to enter into the Deeds of Release in accordance with the terms of the Schemes;

- (iii) it will not seek to dispute, set aside, challenge, compromise or question the validity and efficacy of the Schemes in any jurisdiction or before any court, regulatory authority, tribunal or otherwise and, without prejudice to the generality of the foregoing, notwithstanding that:
  - (1) the Company (which is the issuer of the New Instruments and the payment-in-kind notes comprising the Consent Fee) is incorporated under the laws of the Cayman Islands;
  - (2) the Existing Notes Indentures, the Existing Notes and the TJ Scheme Consideration are governed by New York law (with the exception of the CEG Existing February 2023 Bonds and their trust deed, which are governed by English law);
  - (3) the Class A Private Loan and the Holding Period Trust Deed are governed by Hong Kong law;
  - (4) the Class C Debts are either governed by Hong Kong law or PRC law; and
- (iv) it has obtained all necessary consents, authorisations, approvals and/or permissions required to be obtained by it under the laws and regulations applicable to it in any jurisdiction in order to sign this Deed and its signatory represents that it is duly authorised to sign this Deed on that party's behalf.

**3. Grant of authority to the Company to execute certain documents on behalf of the Scheme Creditors**

- (a) Subject only to the Scheme Effective Date occurring, the Account Holder on behalf of the Scheme Creditor, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, hereby irrevocably and unconditionally authorise the Company, and appoint the Company as their true and lawful attorney (acting by its directors or other duly appointed representative) to enter into, execute and deliver (as applicable) the Restructuring Documents (in each case shall be in the Agreed Form), and such other documents (in each case shall be in the Agreed Form) that the Company reasonably considers necessary to give effect to the terms of the Schemes provided in each case, the execution of such documents: (i) is permitted under Clause 5 (*Authority and Instructions*) of the Schemes, and (ii) would not directly or indirectly have a material adverse effect on the rights provided to the Scheme Creditors under and in accordance with the Schemes, on behalf of each of them and agree to be bound by its terms.

**4. Distribution of the New Instruments, the TJ Scheme Consideration and the Consent Fee**

- (a) The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms in relation to the Class C Debts that are the subject of the applicable Class C Scheme Creditor Proxy Form (as

applicable) that it intends to receive the New Instruments, the TJ Scheme Consideration (if applicable) and the Consent Fee (if applicable) to which it is entitled in accordance with the terms of the Schemes.

- (b) To the extent that a Scheme Creditor (or its Designated Recipient) is entitled to receive any of the New Instruments, any TJ Scheme Consideration (if applicable) and any Consent Fee (if applicable) under the terms of the Schemes, it irrevocably directs the Company to issue such New Instruments and the payment-in-kind notes comprising the Consent Fee (if applicable) and distribute any TJ Scheme Consideration (if applicable) to it by crediting its account, held with Euroclear or Clearstream, as applicable, and identified in its Class C Scheme Creditor Proxy Form with an economic or beneficial interest in the New Instruments, the TJ Scheme Consideration (if applicable) and the payment-in-kind notes comprising the Consent Fee (if applicable).

## **5. Governing law and exclusive jurisdiction of this Deed**

- (a) This Distribution Confirmation Deed (including its Annexes) and any non-contractual obligations arising out of or in relation to this Distribution Confirmation Deed shall be governed by, and interpreted in accordance with, the laws of the State of New York.
- (b) The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Distribution Confirmation Deed. By submission of this Distribution Confirmation Deed to the Information Agent, the Scheme Creditor irrevocably submits to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

## Annex A to the Distribution Confirmation Deed

### General confirmations, acknowledgements, warranties and undertakings

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the Existing Agents, the RMB Bonds Trustee and the Information Agent that:
  - (a) to the best of its knowledge, it has complied with all laws and regulations applicable to it in any jurisdiction with respect to the Schemes, the Class C Scheme Creditor Proxy Form and this Deed;
  - (b) it is (i) an Eligible Person; or (ii) if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient is an Eligible Person and the appointing Scheme Creditor is able to provide affirmative Sanctions Law Representations as set out in Annex C to this Deed, and the Scheme Creditor will retain no economic or beneficial interest in any New Instruments, any TJ Scheme Consideration or any payment-in-kind notes comprising the Consent Fee nominated to be held by any Designated Recipient;
  - (c) it has received and reviewed the Schemes and the Explanatory Statement;
  - (d) it acknowledges that no information has been provided to it by the Company, any other member of the Group, the Existing Notes Collateral Agent, the Existing Notes Depository, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents, the RMB Bonds Trustee, the Advisors or the Information Agent with regard to the tax consequences arising from the receipt of any of the New Instruments, any TJ Scheme Consideration (if applicable) and any payment-in-kind notes comprising the Consent Fee (if applicable) or the participation in the Schemes and acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Schemes and agrees that it will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against the Company, any other member of the Group, the Existing Notes Collateral Agent, the Existing Notes Depository, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents, the RMB Bonds Trustee, the Advisors or the Information Agent or any other person in respect of such taxes and payments;
  - (e) it consents to, and agrees to be bound by the terms of the Schemes and the other matters contained herein, upon the Schemes becoming effective on the Scheme Effective Date;
  - (f) it acknowledges that all authority conferred or agreed to be conferred pursuant to the Class C Scheme Creditor Proxy Form and this Deed and each obligation and

the authorisations, instructions and agreements given by it shall, to the best of its knowledge and to the extent permitted by law, be binding upon its successors, assigns, administrators, trustees in bankruptcy and legal representatives and that all of the information in the Class C Scheme Creditor Proxy Form and this Deed is true, complete and accurate as at the date of this Deed;

- (g) it acknowledges and agrees that the Company may, between the date on which the Explanatory Statement is issued and the Scheme Effective Date and subject to the terms of the Schemes, make any modifications of, or additions to, the Schemes and/or the Restructuring Documents which would not directly or indirectly have a material adverse effect on the interests of the Scheme Creditors, the Existing Notes Collateral Agent, the Existing Notes Depositary, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents, the RMB Bonds Trustee, the Holding Period Trustee or the Successor Escrow Agent under the Schemes and are necessary for the purpose of implementing the Restructuring, and provided that the Company draws all such modifications or additions to the attention of the Cayman Court and/or the Hong Kong Court at the Scheme Sanction Hearings, subject to and in accordance with the terms of the Schemes;
- (h) it acknowledges that neither the Schemes nor the transactions contemplated by the Explanatory Statement shall be deemed to be investment advice or a recommendation as to a course of conduct by the Company (save for the Company's recommendation that Scheme Creditors vote in favour of the Schemes at the Scheme Meetings), any other member of the Group, the Advisors, the Existing Notes Collateral Agent, the Existing Notes Depositary, the Existing Notes Paying and Transfer Agent and Registrar, the Existing Notes Trustee, the Dongpo Notes Trustee and Agents, the Lake Notes Trustee and Agent, the Existing Agents, the RMB Bonds Trustee or any of their respective officers, directors, employees or agents, and that all Scheme Creditors are recommended to seek their own independent financial, legal and/or tax advice immediately from their financial, legal and/or tax adviser with respect to the Schemes, the transactions contemplated by the Explanatory Statement, and the documents that accompany it or what action you should take (or refrain from taking); and
- (i) it represents that, in directing the execution and delivery of this Deed, it has made an independent decision in consultation with its advisers and professionals to the extent that it considers it necessary.

2. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient hereby acknowledges and agrees that the confirmations, authorisations, acknowledgements and waivers made by it in this Annex A are also given in favour of each relevant Released Person, who, in each case, are entitled to enforce and enjoy the benefit of any terms contained therein.



## Annex B to the Distribution Confirmation Deed

### Securities law confirmations and undertakings

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the Existing Agents, the New Instruments Trustee, the Existing Agents, the RMB Bonds Trustee and the Information Agent that:
  - (a) it understands that the offer to it of the New Instruments has not been registered under the United States Securities Act of 1933 (the “**US Securities Act**”) and that such offer is being made to it in reliance on an exemption from, or in transactions not subject to, the registration requirements of the US Securities Act and that consequently the New Instruments have not been and will not be registered under the US Securities Act or under the securities laws of any state or other jurisdiction of the United States;
  - (b) it understands that the New Instruments are “**restricted securities**” as defined in Rule 144(a)(3) under the US Securities Act, and it agrees on its own behalf and on behalf of any investor for which it is acquiring the New Instruments, and each subsequent holder of the New Instruments by its acceptance thereof will be deemed to agree, to transfer such New Instruments only, prior to the date that is:
    - (i) in the case of New Notes issued in reliance on Regulation S under the US Securities Act (“**Regulation S**”), forty (40) days; and (ii) otherwise, one (1) year after the original issue date or such later date, if any, as may be required by applicable law only:
      - (i) to the Company or one of its Subsidiaries;
      - (ii) pursuant to a registration statement that has been declared effective under the US Securities Act;
    - (xi) for so long as the New Instruments are eligible for resale pursuant to Rule 144A under the US Securities Act (“**Rule 144A**”), to a person it reasonably believes is a “qualified institutional buyer” (a “**QIB**”) as defined in Rule 144A that purchases for its own account or for the account of a QIB to whom notice is given that the transfer is being made in reliance on Rule 144A;
    - (xii) to an institutional “**accredited investor**” (“**Accredited Investor**”) within the meaning of Rule 501(A)(1), (2), (3) or (7) under the US Securities Act that, before such transfer, delivers to the New Instruments Paying and Transfer Agent a validly completed and signed certificate (the form of which may be obtained from the New Instruments Paying and Transfer Agent) relating to the restrictions on transfer of the New Instruments;

- (xiii) outside the United States to non-US persons in accordance with Regulation S; or
  - (xiv) pursuant to any other available exemption from the registration requirements of the US Securities Act;
- (c) it understands that unless the Company determines otherwise in accordance with applicable law, the New Instruments will, to the extent they are issued in certificated form, bear a legend substantially in the following form:

**“THIS NOTE/CERTIFICATE, THE SUBSIDIARY GUARANTEES AND THE JV SUBSIDIARY GUARANTEES (IF ANY) RELATED TO THIS NOTE/CERTIFICATE (COLLECTIVELY, THE “SECURITY”) HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE/CERTIFICATE NOR THE SUBSIDIARY GUARANTEES AND THE JV SUBSIDIARY GUARANTEES (IF ANY) NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.**

**THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, [in the case of Rule 144A Global Notes/Certificates: REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT)] [in the case of Regulation S Global Notes/Certificates: REPRESENTS THAT IT IS NOT A US PERSON, IS NOT ACQUIRING THIS NOTE/CERTIFICATE FOR THE ACCOUNT OR BENEFIT OF A US PERSON AND IS ACQUIRING THIS NOTE/CERTIFICATE IN AN “OFFSHORE TRANSACTION” PURSUANT TO REGULATION S UNDER THE SECURITIES ACT] [in the case of IAI Global Notes/Certificates: REPRESENTS THAT IT IS AN INSTITUTIONAL “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT)] AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED THIS SECURITY, TO OFFER, SELL OR OTHERWISE TRANSFER THIS SECURITY, [in the case of Rule 144A Global Notes/Certificates and IAI Global Notes/Certificates: BEFORE THE RESALE RESTRICTION TERMINATION DATE, WHICH IS ONE (1) YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY)] [in the case of Regulation S Global Notes/Certificates: ON OR PRIOR TO FORTY (40) DAYS AFTER THE LATER OF THE ORIGINAL**

**ISSUE DATE HEREOF AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S], ONLY (A) TO THE COMPANY OR ONE OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT, BEFORE SUCH TRANSFER, DELIVERS TO THE TRANSFER AGENT A VALIDLY COMPLETED AND SIGNED CERTIFICATE (THE FORM OF WHICH MAY BE OBTAINED FROM THE TRANSFER AGENT) RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS SECURITY, (E) OUTSIDE THE UNITED STATES TO NON-US PERSONS IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR (F) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSAL OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS, AND FURTHER SUBJECT TO THE COMPANY’S AND THE TRANSFER AGENT’S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.**

**THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED THIS SECURITY THAT IT SHALL NOT TRANSFER THIS SECURITY IN AN AMOUNT LESS THAN US\$1,000.**

**EACH PURCHASER OF THIS SECURITY IS HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON AN EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT.”**

Each Global Note or Global Certificate shall also bear a legend substantially to the following effect (the “Global Note/Certificate Legend”):

**“UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF [\*] (“COMMON DEPOSITARY”) FOR EUROCLEAR BANK SA/NV (“EUROCLEAR”) OR CLEARSTREAM BANKING S.A. (“CLEARSTREAM”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF NOMINEE OF THE COMMON DEPOSITARY OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY (AND ANY PAYMENT IS MADE TO THE COMMON DEPOSITARY OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY, HAS AN INTEREST HEREIN.**

**THIS SECURITY/CERTIFICATE IS A GLOBAL NOTE WITHIN THE MEANING OF THE [INDENTURE][TRUST DEED] HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE NOMINEE OF THE COMMON DEPOSITARY. THIS SECURITY MAY NOT BE EXCHANGEABLE IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH COMMON DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE [INDENTURE][TRUST DEED].”**

- (d) it and any subsequent holder of the New Instruments will notify any person to whom it subsequently re-offers, resells, pledges, transfers or otherwise disposes of the New Instruments of the foregoing restrictions on transfer;
- (e) it understands and acknowledges that the Company shall not be obliged to recognise any resale or other transfer of the New Instruments made other than in compliance with the restrictions set forth in this Distribution Confirmation Deed and the terms of the New Instruments;
- (f) it confirms that it will acquire an interest in the New Instruments for its own account as principal, or for the account of one or more other persons who are able to and who shall be deemed to make all of the representations and agreements in this Distribution Confirmation Deed and for whom it exercises sole investment discretion;

- (g) the receipt of **New Instruments** by such person is not part of a plan or scheme to evade the registration requirements of the US Securities Act;
- (h) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of investing in the **New Instruments**, and is experienced in investing in capital markets and is able to bear the economic risk of investing in the **New Instruments** (which it may be required to bear for an indefinite period of time and it is able to bear such risk for an indefinite period), and has adequate means of providing for its current and contingent needs, has no need for liquidity with respect to its investment in its **New Instruments**, and is able to sustain a complete loss of its investment in its **New Instruments**;
- (i) it has or has access to all information that it believes is necessary, sufficient or appropriate in connection with its acquisition of its **New Instruments** and has made an independent decision to acquire its **New Instruments** based on the information concerning the business and financial condition of the Company and other information available to it which it has determined is adequate for that purpose;
- (j) it will comply with all securities laws of any state or territory of the United States or any other applicable jurisdiction, including without limitation “blue sky” laws, in connection with its investment in its **New Instruments** and acceptance of its **New Instruments** will not violate any applicable law;
- (k) it understands that neither the Securities and Exchange Commission, nor any other United States state or other securities commission or regulatory authority has approved or disapproved of the **New Instruments** or passed comment upon the accuracy or adequacy of the Solicitation Packet or the Explanatory Statement, and that any representation to the contrary is a criminal offence in the United States;
- (l) it has consulted and will continue to consult, in each case as required, its own legal, financial and tax advisers with respect to the legal, financial and tax consequences of the Schemes, the **New Instruments** and the Restructuring in its particular circumstances;
- (m) it understands that the **New Instruments** will not be listed on a US Securities exchange or any inter-dealer quotation system in the United States and that the Company does not intend to take action to facilitate a market in any of the **New Instruments** in the United States. Consequently, it understands it is unlikely that an active trading market in the United States will develop for any such securities;
- (n) it understands that the foregoing representations, warranties and agreements are required in connection with United States securities laws and that the Company and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. It agrees that, if any of the acknowledgements, representations and warranties made in connection with its receipt of the **New**

Instruments are no longer accurate, it will promptly, and in any event prior to the issuance of its New Instruments, notify the Company in writing;

- (o) it is either (i) a “**qualified investor**” within the meaning of Regulation (EU) 2017/1129; or (ii) is not incorporated or situated in any member state of the European Economic Area;
- (p) it is not located or resident in the United Kingdom or, if it is a resident of or located in the United Kingdom, it is: (i) a person who has professional experience in matters relating to investments and qualifies as an Investment Professional in accordance with Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”); (ii) a high net worth company, unincorporated association, partnership, trustee or any person to whom communication may otherwise lawfully be made in accordance within Article 49(2) of the Order; or (iii) person falling within Article 43(2) of the Order;
- (q) it understands that the arrangements for the issue of the New Instruments have not been authorised by Hong Kong’s Securities and Futures Commission (“**SFC**”), nor has the Explanatory Statement (for this purposes including the Solicitation Packet) been approved by the SFC pursuant to section 105(1) of Hong Kong’s Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (“**SFO**”) or section 342C(5) of Hong Kong’s Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (“**C(WUMP)O**”) or registered by Hong Kong’s Registrar of Companies pursuant to section 342C(7) of the C(WUMP)O;
- (r) it is not located or resident in Hong Kong or, if it is resident or located in Hong Kong, it is (i) a person whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or (ii) a professional investor as defined in the SFO;
- (s) it understands that no securities will be offered or sold directly or indirectly to any resident of the PRC, or offered or sold to any person for reoffering or resale directly or indirectly to any resident of the PRC except pursuant to applicable laws and regulations of the PRC. Accordingly, no offer, promotion, solicitation for sales or sale of or for, as the case may be, any New Instruments in the PRC will be made, except where permitted by the China Securities Regulatory Commission or where the activity otherwise is permitted under the laws of the PRC;
- (t) it is not located or resident in Singapore or, if it is in Singapore, it is (i) an “**institutional investor**” as defined in Section 4A of the Securities and Futures Act, Chapter 289, as amended or modified from time to time (the “**SFA**”); (ii) a relevant person (as defined in Section 275(2) of the SFA) and in the case of an “**accredited investor**”, as such term is defined in Section 4A of the SFA as modified by Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; (iii) a person referred to in Section 275(1A) of the SFA; or (iv) a person to whom the New Instruments may otherwise be offered pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA;

- (u) it understands that the New Instruments have not been and will not be registered under the securities laws of Taiwan and, upon delivery, may not be offered, sold or otherwise transferred except (i) pursuant to an effective registration statement under Taiwan’s Securities and Exchange Act; or (ii) in accordance with another exemption from registration under, or transaction not subject to Taiwan’s Securities and Exchange Act;
- (v) it will comply with all securities laws relating to the New Instruments that apply to it in any place in which it accepts, holds or sells any of its New Instruments. It has obtained all consents or approvals that it needs in order to receive its New Instruments, and the Company is not responsible for compliance with these legal requirements; and
- (w) it will not offer or resell any of its New Instruments, or cause any offer for the resale of its New Instruments, in any state or jurisdiction in which such offer, a solicitation for the purchase of, or resale of its New Instruments would be unlawful under, or cause the Company to be in breach of, the securities laws of such state or jurisdiction and it has complied and will comply with all applicable laws and regulations with respect to anything done by it in relation to the New Instruments.

#### **Sanctions law confirmations and undertakings**

1. The Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, confirms and undertakes to the Company, the Existing Notes Trustee, the Dongpo Notes Trustee, the Lake Notes Trustee, the Existing Agents, the RMB Bonds Trustee, the New Instruments Trustee, the Holding Period Trustee, the Successor Escrow Agent and the Information Agent that:
  - (a) neither it, nor any of its Subsidiaries, any director or officer of it or its Subsidiaries or, to the knowledge of the Scheme Creditor, any person who directly or indirectly owns or controls (in each case, as pursuant to Applicable Sanctions) the Scheme Creditor, any agent, employee or Affiliate or other person associated with or acting on behalf of the Scheme Creditor is an individual or entity that is currently the target of (i) any United States sanctions related to or administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) (including but not limited to the designation as a “specially designated national or blocked person” thereunder) or, (ii) any financial or trade sanctions, laws, regulations, embargoes, rules and/or restrictive measures administered, enacted, enforced or imposed by the United Nations Security Council, the European Union, any Member State of the European Union, the United Kingdom (including as those are extended to the Cayman Islands and/or the British Virgin Islands), the Cayman Islands, the British Virgin Islands and/or the Hong Kong Monetary Authority or any other relevant sanctions authority (collectively with the sanctions imposed by the United States, the “**Sanctions Laws and Regulations**”), nor is the Scheme Creditor or any of its Subsidiaries located, organized or resident in a country, region or territory that is the target of sanctions under any of the Sanctions Laws and

Regulations, including, without limitation, Crimea, the so-called Donetsk People's Republic region of Ukraine and the so-called Luhansk People's Republic region of Ukraine, Cuba, Iran, North Korea and Syria (each a "**Sanctioned Country**"), and as a result of the performance of any transactions contemplated by the Schemes, to the knowledge of the Scheme Creditor, would cause a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660; and

- (b) it will not directly or knowingly indirectly use the proceeds of the **New Instruments**, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with, any person that, at the time of such funding or facilitation, is the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities of or business in any Sanctioned Country, or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of any applicable Sanctions Laws and Regulations, *provided however* that the foregoing shall not apply if and to the extent that the expression of, or compliance with, or receipt or acceptance of, such confirmation and/or undertaking would breach any provision of (i) Council Regulation EC No. 2271/96, as amended from time to time, or any applicable implementing legislation with respect to Council Regulation EC No. 2271/96, (ii) the UK Protection of Trading Interests Act 1980, or (iii) Council Regulation (EC) No 2271/1996 as retained in the UK and amended by the Protecting against the Effects of the Extraterritorial Application of Third Country Legislation (Amendment) (EU Exit) Regulations 2020/1660.



## Annex C to the Distribution Confirmation Deed

**Only to be completed by an Other Class C Scheme Creditor (not Class C Noteholders, being Dongpo Noteholders or Lake Noteholders) acting on own behalf and (if applicable) a Designated Recipient**

### New Instruments Form

By selecting one of the three options below, the Scheme Creditor expressly acknowledges and confirms that the Scheme Creditor intends to receive and is eligible to receive, and if a Designated Recipient is appointed, the Designated Recipient acknowledges and confirms that it is eligible to receive **New Instruments** in the form as follows:

Regulation S New Instruments

Rule 144A New Instruments

IAI New Instruments

By selecting one of the three options above, the Scheme Creditor (and its Designated Recipient, if applicable), expressly confirms, represents and warrants that:

- (a) in the case of selecting the Regulation S **New Instruments** option, the Scheme Creditor (or its Designated Recipient) is located outside the United States and is a person that is not a “US Person” as defined in Regulation S under the US Securities Act, acquiring the Regulation S **New Instruments** in reliance on Regulation S under the US Securities Act, and acquiring the Regulation S Notes for its own account or for one or more managed accounts, each of which is a non-US Person and as to each of which it exercises sole investment discretion.
- (b) in the case of selecting the Rule 144A **New Instruments** option, the Scheme Creditor (or its Designated Recipient) is a “qualified institutional buyer” as defined in Rule 144A under the US Securities Act or in the case of selecting the IAI **New Instruments** option, the Scheme Creditor (or its Designated Recipient) is an institutional “accredited investor” as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the US Securities Act;
- (c) the Scheme Creditor (or its Designated Recipient) is aware that the issue of the Rule 144A **New Instruments** and the IAI **New Instruments**, as applicable, to it is being made in reliance on one or more exemptions from registration under the US Securities Act, including Section 4(a)(2) thereunder; and
- (d) the Scheme Creditor (or its Designated Recipient) is acquiring the Rule 144A **New Instruments** or the IAI **New Instruments**, as applicable, for its own account or for one or more managed accounts, each of which is a “qualified institutional buyer”

or an institutional “accredited investor” and as to each of which it exercises sole investment discretion.

Any Scheme Creditor that does not make the relevant confirmations **by ticking the “Yes” box below and completing this Annex C** to this Distribution Confirmation Deed shall not be entitled to receive a distribution of New Instruments and should contact the Information Agent without delay.

The Scheme Creditor and if applicable, the Designated Recipient, acknowledges and agrees to the terms, confirmations, acknowledgements, warranties and undertakings set out in this Distribution Confirmation Deed, including without limitation those set out at Annex A (*General confirmations, acknowledgements, warranties and undertakings*) and Annex B (*Securities law and sanctions law confirmations and undertakings*) and this Annex C (*New Instruments Form*):

Yes

This Deed has been executed as a deed and delivered on \_\_\_\_\_ by the parties hereto

**EXECUTED and DELIVERED by**

***We act on our own behalf (as an Other Class C Scheme Creditor) and (if applicable) on behalf of Designated Recipient (please select all that apply):***

Self (Other Class C Scheme Creditor, excluding Class C Noteholders)

Designated Recipient

Executed by Other Class C Scheme Creditor or authorised employee / representative for and on behalf of Class C Scheme Creditor / Designated Recipient:

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By signing above, the Other Class C Scheme Creditor confirms that it is signing for and on behalf of itself (and the Designated Recipient, if applicable) and that it has obtained all necessary consents, authorisations, approvals and/or permissions required to be obtained by it under the laws and regulations applicable to it in any jurisdiction in order to sign this Distribution Confirmation Deed for itself (and on behalf of the Designated Recipient, if applicable).



## SCHEDULE 4

### BLOCKED SCHEME CREDITOR FORM

**This Blocked Scheme Creditor Form is for completion by Blocked Scheme Creditors. Any Blocked Scheme Creditor Form which is verified by the Company, against any supporting evidence provided by the relevant Blocked Scheme Creditor, will be provided to the Chairperson of the Scheme Meetings with a recommendation that the vote contained therein be admitted as part of the overall vote on the Schemes. Blocked Scheme Creditors who are Participating Creditors must include their Accession Code when completing this Blocked Creditor Form and will need to vote in favour of the Schemes in accordance with the instructions set out below in order to be entitled to the Consent Fee.**

**Notwithstanding the various deadlines set out below, all Blocked Scheme Creditors are strongly encouraged to complete and submit the required documents as soon as possible in accordance with the instructions in this Blocked Scheme Creditor Form and the Solicitation Packet.**

Capitalised terms used but not defined in this Blocked Scheme Creditor Form have the meaning given to them in the explanatory statement relating to the Schemes issued by the Company on 31 July 2023 (the “**Explanatory Statement**”), subject to any amendments or modifications made by the Cayman Court and/or the Hong Kong Court.

The Schemes will, if implemented, materially affect the Scheme Creditors of the Company. Blocked Scheme Creditors must use this Blocked Scheme Creditor Form to (a) register details of their interest in the Existing Debts; (b) if they wish, make certain elections in relation to the voting at the relevant Scheme Meetings; and (c) allow them to receive Scheme Consideration. The summary of the Blocked Scheme Creditor Form is set out below.

#### **Section 1: Background**

1. Blocked Scheme Creditors are Scheme Creditors (other than Sanctioned Scheme Creditors) that are not entitled, able or permitted (whether directly or through a custodian) to submit instructions or settle through the Clearing Systems as a result of any Applicable Sanctions affecting the Scheme Creditor or its custodian as reasonably determined by the Clearing Systems, and which does not have a sanctions licence in respect of the Applicable Sanctions which would allow that Scheme Creditor to freely deal in the Scheme Consideration and submit instructions or settle through the Clearing Systems.
2. Blocked Scheme Creditors will accordingly not be able to submit Custody Instructions via the Clearing Systems and the Information Agent will not be able to collect information, including voting instructions, from Blocked Scheme Creditors or the Clearing Systems.
3. As a result, Blocked Scheme Creditors will not be able to vote on the Schemes through the Clearing Systems.

4. However, Blocked Scheme Creditors are invited to vote for, or against, the Schemes, by completing and submitting this Blocked Scheme Creditor Form, together with sufficient evidence to allow the Company to reliably establish their identity, status as a Scheme Creditor and the value of their holding. Moreover, in order to receive the Consent Fee, Blocked Scheme Creditors must include their Accession Code when completing this Blocked Scheme Creditor Form (to the extent the Blocked Scheme Creditor is a Participating Creditor) and vote in favour of the Schemes.
5. **In order to vote on the Schemes and to receive the Consent Fee (if applicable), all Blocked Scheme Creditors must submit this Blocked Scheme Creditor Form, together with the required evidence and information, by no later than the Voting Record Time, which is 5:00pm (Hong Kong time), the equivalent time being 4:00am (Cayman Islands time) on 23 August 2023, by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency).**
6. **If the Blocked Scheme Creditor is a Class A Noteholder:**
  - a. **In order to elect to receive Option 2 Scheme Consideration and TJ Scheme Consideration (if electing the A2 Package), this Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Class A Options Deadline, which is the date which is 14 calendar days after the Scheme Effective Date, to be announced by the Company, by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency).**
  - b. **In order to receive Option 1 Scheme Consideration, this Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Class A Bar Date, which is the date which is 30 days after the Restructuring Effective Date at [lm@glas.agency](mailto:lm@glas.agency).**
7. **If the Blocked Scheme Creditor is a Class C Noteholder, in order to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration and TJ Scheme Consideration (if electing the C2 Package), this Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Class C Bar Date, which is the date which is 135 calendar days after the Restructuring Effective Date, in either case by email to GLAS at [lm@glas.agency](mailto:lm@glas.agency).**
8. **For the avoidance of doubt, a Blocked Scheme Creditor cannot appoint a Designated Recipient as they would not be able to provide affirmative Sanctions Law Representations.**
9. In reviewing any submitted Blocked Scheme Creditor Form, GLAS will seek to verify to the best of its ability the Blocked Scheme Creditor's identity, status as a Scheme Creditor and the value of its holding. Neither the Information Agent nor the Clearing Systems will assist with this verification process. Such proof of holding should be dated as of or shortly prior to the date on which the Blocked Scheme Creditor Form is submitted to GLAS, and should, in the first instance, take the form of a securities

account statement signed and dated by the custodian bank (including the full beneficial holder's name, ISIN code and position). If that form of document is not available to a Blocked Scheme Creditor, GLAS may accept other forms of proof of holding in consultation with the Company provided that it can be verified. GLAS will seek to verify such Blocked Scheme Creditor's proof of holdings to the best of its ability.

10. The Blocked Scheme Creditor Forms which are verified by GLAS will be provided to the Chairperson of the relevant Scheme Meetings with a recommendation that the vote contained therein be admitted as part of the overall vote on the Schemes. The Chairperson of the relevant Scheme Meetings retains absolute discretion to accept or reject such Blocked Scheme Creditor Forms. Neither GLAS nor any of its directors, officers, employees, agents, affiliates or advisers will have any tortious, contractual or any other liability to any person in connection with the verification of any Blocked Scheme Creditor's Blocked Scheme Creditor Form. Each Blocked Scheme Creditor hereby unconditionally and irrevocably waives and releases any claims which may arise against GLAS from all actual or potential liability, arising directly or indirectly, in each case, in relation to the GLAS' performance of its roles and all other actions which they may take in connection with the Schemes, save for any liability resulting from GLAS' own fraud or wilful misconduct.
11. This Blocked Scheme Creditor Form and any non-contractual obligations arising out of or in relation to this Blocked Scheme Creditor Form shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands. The courts of the Cayman Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Blocked Scheme Creditor Form. By submission of this Blocked Scheme Creditor Form to GLAS, the Blocked Scheme Creditor irrevocably submits to the jurisdiction of the Cayman Court and waives any objections to proceedings in such courts on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
12. For further information on how to complete or submit a Blocked Scheme Creditor Form, please contact GLAS at [lm@glas.agency](mailto:lm@glas.agency).

**Section 2: Details of the Blocked Scheme Creditor**

Full name of Blocked Scheme Creditor:

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Type of Blocked Scheme Creditor (select one):

Individual; or

Organisation

Country of residence/headquarters (where the Blocked Scheme Creditor is an organisation):

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Country of nationality (where the Blocked Scheme Creditor is an individual – list each of the countries in respect of which the Blocked Scheme Creditor is a national):

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Email address:

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Telephone number (with country code):

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Accession Code from Accession Letter (which must be included if the Blocked Scheme Creditor is a Participating Creditor in order to receive the Consent Fee):

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Description of sufficient evidence of personal identity (which must be submitted with this completed form):

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**To be completed if the Blocked Scheme Creditor is an organisation:**

Jurisdiction of incorporation of Blocked Scheme Creditor:

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Name of authorized representative:

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Description of sufficient evidence of authority to represent the Blocked Scheme Creditor (which must be submitted with this completed form):

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**Section 3: Details of Holdings**

Class(es) of the Existing Debts held as at the Voting Record Time (i.e. Class A or C):

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Type of Existing Debts held as at the Voting Record Time:

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Aggregate principal amount of Existing Debts held as at the Voting Record Time (please include any applicable ISIN or ADI code, but do not include amount of accrued and unpaid interest):

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Description of sufficient evidence of holding (which must be submitted with this completed form. Please attach proof of holding):<sup>32</sup>

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<sup>32</sup> Such proof of holding should be dated as of or shortly prior to the date on which the Blocked Scheme Creditor Form is submitted to GLAS, and should, in the first instance, take the form of a securities account statement signed and dated by the custodian bank (including the full beneficial holder's name, ISIN code and position). If that form of document is not available to a Blocked Scheme Creditor, GLAS may accept other forms of proof of holding in consultation with the Company provided that it can be verified. GLAS will seek to verify such Blocked Scheme Creditor's proof of holdings to the best of its ability.



#### **Section 4: Blocked Scheme Creditor Confirmations**

The Blocked Scheme Creditor named in this Blocked Scheme Creditor Form for itself hereby confirms to the Company as follows (select “yes” or “no” as appropriate):

1. That all authority conferred or agreed to be conferred pursuant to this Blocked Scheme Creditor Form and every obligation of the Blocked Scheme Creditor under this Blocked Scheme Creditor Form shall, to the best of its knowledge and the extent permitted by law, be binding upon the successors and assigns of the Blocked Scheme Creditor (in the case of a corporation or institution) or the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Blocked Scheme Creditor (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of the Blocked Scheme Creditor and that all of the information in this Blocked Scheme Creditor Form is complete and accurate.

Yes

No

2. That, in relation to the Blocked Scheme Creditor’s holding in the Existing Debts identified in this form, the Blocked Scheme Creditor has authority to:

- a. give the voting instructions set out in Section 5 of this Blocked Scheme Creditor Form and, if applicable, to nominate the person named in this Blocked Scheme Creditor Form to attend and vote at the relevant Scheme Meetings; and
- b. give the elections as to Scheme Consideration set out in Section 6 of this Blocked Scheme Creditor Form.

Yes

No

**In order for a Blocked Scheme Creditor to be eligible to vote (either in person or by proxy) and to receive Scheme Consideration in accordance with the terms of the Schemes, a Blocked Scheme Creditor must respond “yes” in respect of paragraph 2 above.**

3. Each Blocked Scheme Creditor who submits a Blocked Scheme Creditor Form represents, warrants and undertakes to the Company that:

- (a) it has received the Schemes and the Explanatory Statement and has had sufficient opportunity to review all documents contained therein and the documents published on the Transaction Website at <https://projects.morrowsodali.com/evergrande>;
- (b) it is assuming all of the risks inherent in that Blocked Scheme Creditor participating in the Schemes and has undertaken all the appropriate analysis of the implications of participating in the Schemes for that Blocked Scheme Creditor;

- (c) it has not given voting instructions or submitted a Blocked Scheme Creditor Form with respect to the Existing Debts (except as contained in this Blocked Scheme Creditor Form);
- (d) save as expressly provided in the Explanatory Statement, none of the Company, Information Agent, the Existing Notes Trustee (in respect of Blocked Scheme Creditors who are Class A Noteholders), the Dongpo Notes Trustee (in respect of Blocked Scheme Creditors who are Dongpo Noteholders), the Lake Notes Trustee (in respect of Blocked Scheme Creditors who are Lake Noteholders) or any of their respective Affiliates, directors, officers or employees has made any recommendation to that Blocked Scheme Creditor as to whether, or how, to vote in relation to the Schemes or as to whether and in what proportions it should elect to receive Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration, and that it has made its own decision with regard to voting and its election of Scheme Consideration based on any legal, tax or financial advice that it has deemed necessary to seek;
- (e) the supporting evidence provided with this Blocked Scheme Creditor Form is accurate and true;
- (f) all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall, to the best of its knowledge and to the extent permitted by law, be binding on the successors and assigns of that Blocked Scheme Creditor (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Blocked Scheme Creditor (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Blocked Scheme Creditor;
- (g) it is solely liable for any taxes or similar payments imposed on it under the laws of any applicable jurisdiction as a result of voting in favour of the Schemes (other than any taxes or similar payments for which a member of the Group is liable in accordance with the New Instruments and/or the New Instruments Documents), and that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Company, the Existing Notes Trustee (in respect of Blocked Scheme Creditors who are Class A Noteholders), the Dongpo Notes Trustee (in respect of Blocked Scheme Creditors who are Dongpo Noteholders), the Lake Notes Trustee (in respect of Blocked Scheme Creditors who are Lake Noteholders), the Holding Period Trustee, the Successor Escrow Agent, the Information Agent or any of their Affiliates, directors, officers, advisers or employees in respect of such taxes or similar payments;
- (h) neither it, nor any of its Subsidiaries, any director, officer or its Subsidiaries or, to the knowledge of the Blocked Scheme Creditor, any agent, employee or Affiliate or other person associated with or acting on behalf of the Blocked Scheme Creditor or any of its Subsidiaries is an individual or entity that is currently the subject or target of (i) any United States sanctions related to or administered by the Office of

Foreign Assets Control of the United States Department of the Treasury (“OFAC”) (including but not limited to the designation as a “specially designated national or blocked person” thereunder) or, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the United States Iran Sanctions Act, the United States Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the United States Trading With the Enemy Act, the United States International Emergency Economic Powers Act, the United States United Nations Participation Act or the United States Syria Accountability and Lebanese Sovereignty Restoration Act, all as amended, or any of the foreign assets control regulations of the United States Department of the Treasury (including but not limited to 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, or (iii) any sanctions measures imposed by the United Nations Security Council, the European Union or the United Kingdom (including as those are extended to the Cayman Islands and/or the British Virgin Islands), the Cayman Islands, the British Virgin Islands and/or the Hong Kong Monetary Authority or any other applicable sanctions authority (collectively with the sanctions imposed by the United States, the “**Sanctions Laws and Regulations**”); and

- (i) to the extent that a Blocked Scheme Creditor who is a Class C Noteholder provides an indicative valuation of its Deficiency Claim in Section 6 of this Blocked Scheme Creditor Form, it acknowledges and accepts that the Scheme Administrators and/or the Scheme Adjudicator may take any such indicative valuation of such Class C Noteholder's Deficiency Claim into account when determining the valuation of such Class C Noteholder's Entitlement to Scheme Consideration in accordance with the Valuation and Adjudication Procedure, provided that it is validly completed and submitted prior to the Restructuring Effective Date, but will not be bound by it.
4. Any Blocked Scheme Creditor that is unable to give any of the representations in this Section 4 above should contact GLAS by email at [lm@glas.agency](mailto:lm@glas.agency) as soon as possible.

**Section 5: Voting Instructions relating to the Schemes and Appointment of Proxy**

This **Section** is required to be completed only if a **Blocked Scheme Creditor** intends to vote at the relevant Scheme Meetings.

Please read notes in the “**IMPORTANT NOTES**” section below before selecting.

**Voting Form**

The Blocked Scheme Creditor, if admitted by the Company to vote at the relevant Scheme Meetings, wishes to vote (or to instruct its proxy to vote) as follows (please select **only one**):

- FOR** the Schemes; or
- AGAINST** the Schemes.

The Blocked Scheme Creditor, if admitted by the Company to vote at the relevant Scheme Meetings, wishes (please select **only one of the following three boxes**):

- to appoint the Chairperson<sup>33</sup> as its proxy to attend and vote on the Schemes on its behalf at the relevant Scheme Meetings in accordance with the instruction set forth above; or
- to appoint the proxy (other than the Chairperson) identified below to attend and vote on the Schemes on its behalf at the relevant Scheme Meetings in accordance with the instruction set forth above:

Name of proxy:

\_\_\_\_\_

Passport country and number of proxy:

\_\_\_\_\_

or;

- to attend and vote on the Schemes at the relevant Scheme Meetings in person or by the below duly authorised representative, if a corporation, in such manner as the Blocked Scheme Creditor thinks fit.

Name of authorised representative:

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<sup>33</sup> The Chairperson is Mr Patrick Cowley of KPMG or, failing him, another representative of KPMG nominated by him.

Passport country and number of authorised representative:

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**Section 6: Elections as to Scheme Consideration**

**This Part must be completed by a Blocked Scheme Creditor to provide its selection of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration, and (if electing Option 2 Scheme Consideration) any TJ Scheme Consideration, to be received from the Holding Period Trust, or the Successor Escrow Account (as applicable).**

**A Blocked Scheme Creditor may re-complete and re-submit this Section 6 to the Company prior to the Class A Options Deadline or the Class C Bar Date (as applicable) if it wishes to amend its prior selection of Option 1 Scheme Consideration or Option 2 Scheme Consideration as its Scheme Consideration.**

*Only to be completed by Blocked Scheme Creditors who are Class A Noteholders*

The Blocked Scheme Creditor wishes to elect the following Scheme Consideration (please select only one Option and to the extent Option 2 is selected, please select the preferred consideration and provide specific details as required):

**OPTION 1 SCHEME CONSIDERATION – A1 Notes; or**

**OPTION 2 SCHEME CONSIDERATION** in the form of:

**A2 Notes (only);**

**A2 Package (only); or**

**a combination of A2 Notes and A2 Package**, and if so, please specify preferred combination below (by specifying the preferred % (which shall be an integral multiple of 10% out of 100%) of **A2 Notes** (the remainder (100% less the amount specified) being the amount of **A2 Package**. Please note that any such split is subject to the adjustment procedures set out in Part D of the Schemes, so such Blocked Scheme Creditor may not receive its preferred combination of A2 Notes and A2 Package):

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**Blocked Scheme Creditors who are Class A Noteholders and who fail to make a valid election by the Class A Options Deadline, but submit a valid Blocked Scheme Creditor Form by the Class A Bar Date, will be automatically deemed to have elected Option 1 Scheme Consideration in respect of their Entitlement.**

***Only to be completed by Blocked Scheme Creditors who are Class C Noteholders***

The Blocked Scheme Creditor wishes to elect the following Scheme Consideration (please select only one Option and to the extent Option 2 is selected, please select the preferred consideration and provide specific details as required):

**OPTION 1 SCHEME CONSIDERATION – C1 Notes**; or

**OPTION 2 SCHEME CONSIDERATION** in the form of:

**C2 Notes (only)**;

**C2 Package (only)**; or

**a combination of C2 Notes and C2 Package**, and if so, please specify preferred combination below (by specifying the preferred % (out of 100%) of **C2 Notes** (the remainder (100% *less* the amount specified) being the amount of **C2 Package**. Please note that any such split is subject to the adjustment procedures set out in Part D of the Schemes, so such Blocked Scheme Creditor may not receive its preferred combination of C2 Notes and C2 Package):

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***Only to be completed by a Blocked Scheme Creditor who is a Class C Noteholder who wishes to provide an indicative valuation of its Deficiency Claim (optional):***<sup>34</sup>

Aggregate principal amount of Class C Notes (as applicable) held as at the Voting Record Time (do not include amount of accrued and unpaid interest):

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Indicative valuation of its Deficiency Claim (please specify currency):

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**Please note if the Schemes are sanctioned and become effective, their terms will be binding on all Scheme Creditors, including the Blocked Scheme Creditors, whether or not they have completed this form.**

Signature of Scheme Creditor (or its authorised representative):

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<sup>34</sup> Any Class C Noteholder who is a Blocked Scheme Creditor that wishes to provide an indicative valuation of its Deficiency Claim (as explained in paragraph 4.1 of the Solicitation Packet) must do so in this Blocked Scheme Creditor Form and submit the same by no later than the Restructuring Effective Date.

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Name of signatory:

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Title:

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Date:

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## IMPORTANT NOTES:

1. Unless a Blocked Scheme Creditor admitted by the Company to attend the relevant Scheme Meetings is an individual attending in person or a corporation attending by a duly authorised representative, it must appoint a proxy to vote on its behalf at the relevant Scheme Meetings. It is recommended that the Chairperson is appointed as the proxy, as there would in such circumstances be no need for any additional documents or identification to be taken to the relevant Scheme Meetings by or on behalf of the Blocked Scheme Creditor.
2. Any Blocked Scheme Creditor or its proxy admitted by the Company to attend the relevant Scheme Meetings in person must produce to the Company a duplicate copy of the Blocked Scheme Creditor Form that was executed and emailed to GLAS, together with evidence of corporate authority (in the case of a corporation) (for example, a valid power of attorney and/or board resolutions) and evidence of personal identity (being a valid original passport or other original government-issued photographic identification by no later than 15 minutes before the scheduled time of the relevant Scheme Meetings. If appropriate personal identification or evidence of authority is not produced, that person shall only be permitted to attend and vote at the relevant Scheme Meetings at the discretion of the Chairperson.
3. For the avoidance of doubt, in order to vote, the Blocked Scheme Creditor Form should be completed and submitted to GLAS by email at [lm@glas.agency](mailto:lm@glas.agency) by the **Voting Record Time**.