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**zhenro 正榮地產**  
**Zhenro Properties Group Limited**  
**正榮地產集團有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 6158 and Debt Stock Code: 4596, 40572, 40516, 40375, 40715, 40116, 40225)**

**INSIDE INFORMATION**

**SIGNIFICANT PROGRESS ON THE OFFSHORE HOLISTIC LIABILITY  
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**ENTRY INTO THE RESTRUCTURING SUPPORT AGREEMENT AND  
INVITATION TO ACCEDE**

This announcement is made by the Company pursuant to Rules 13.09(2)(a), 37.47A and 37.47B of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

References are made to the announcements of the Company dated 10 April 2022, 11 April 2022, 31 May 2022, 30 June 2022, 3 August 2022, 30 August 2022, 9 November 2022, 12 December 2022, 6 March 2023, 14 March 2023, 31 March 2023, 5 May 2023, 10 August 2023, 15 September 2023 and 1 November 2023 (the “**Announcements**”).

The Company would like to update its shareholders and potential investors on the significant progress made regarding the Offshore Holistic Liability Management Solutions.

**SIGNIFICANT PROGRESS ON THE OFFSHORE HOLISTIC LIABILITY MANAGEMENT  
SOLUTIONS**

Over the past few months, the Company and its advisors have engaged in constructive dialogue with various stakeholders of the Company in achieving the Offshore Holistic Liability Management Solutions. Such efforts have culminated in the Term Sheet being signed on 1 November 2023. The implementation of the Offshore Holistic Liability Management Solutions will alleviate the Company’s pressure of offshore indebtedness, provide the Group with a long-term sustainable capital structure to enhance the Group’s adaptiveness to the market changes, and preserve value for all stakeholders.

As disclosed in the Announcements, the Company intends to implement the Offshore Holistic Liability Management Solutions by way of scheme(s) of arrangement in Hong Kong and/or other applicable jurisdiction(s) at the election of the Company (the “**Scheme**”) to compromise certain U.S. dollar and

RMB denominated senior notes and certain loans, and with respect to the perpetual securities, by way of a consent solicitation (the “**Consent Solicitation**”). Under the Scheme, the New Notes will be issued to the Scheme Creditors. Details of the transactions under the Scheme are set out in the section headed “Highlights of the Framework of the Offshore Holistic Liability Management Solutions” in the announcement of the Company dated 1 November 2023.

The Company is pleased to announce that on 2 January 2024, the Company entered into the RSA with members of the AHG representing approximately 26.97% of the aggregate outstanding principal amount of the senior notes and perpetual securities issued by the Company as at the date of this announcement.

Broad-based support is required to facilitate successful implementation of the Offshore Holistic Liability Management Solutions, and the Company sincerely asks all holders of the Existing Debt who have not signed the RSA to accede to the RSA as soon as possible.

### **The RSA**

The RSA, including the RSA Term Sheet (a copy of which is appended to this announcement, with sensitive annexes and schedules removed, and sensitive information redacted), is a legally binding agreement which supersedes the Term Sheet. The terms of the RSA Term Sheet are substantially the same as the Term Sheet.

Under the terms of the RSA, among other things:

- (a) the Company undertakes to, among other things:
  - (i) perform all actions as are commercially reasonable and necessary in order to support, facilitate, implement or otherwise give effect to the Restructuring (provided that such action is consistent in all material respects with the RSA Term Sheet) as soon as reasonably practicable;
  - (ii) use commercially reasonable endeavours to implement the Restructuring, the Scheme and the Consent Solicitation in the manner envisaged by, and materially on the terms and conditions set out in, the RSA; and
  - (iii) perform all actions as are commercially reasonable and necessary to procure that, on or before the Longstop Date: (i) the Hong Kong Scheme Effective Date occurs; and (ii) the Restructuring Effective Date occurs as soon as practicable following the occurrence of the Hong Kong Scheme Effective Date; and
- (b) each Participating Creditor undertakes to, among other things:
  - (i) use all commercially reasonable endeavours to support, facilitate, implement or otherwise give effect to the Restructuring, provided that a Participating Creditor shall not be required to take any positive action which is not explicitly required under the terms of the RSA, unless such

action is: (A) necessary for the purposes of the Restructuring; (B) consistent in all material respects with the terms set out in the RSA; and (C) the Company bears all reasonable costs of the Participating Creditor incurred in taking such action;

- (ii) vote in favour of the Scheme and/or the Consent Solicitation (as applicable) in respect of the aggregate outstanding principal amount of all Existing Debt in which it holds a beneficial and/or legal interest (as applicable) as principal as at the Record Time and/or expiration deadline of Consent Solicitation; and
- (iii) not object to any Scheme, or object to, or abstain from, any Consent Solicitation, or otherwise commence, join, support or assist any proceedings to oppose or alter any Restructuring Document filed by the Company in connection with the confirmation of the Restructuring.

### ***Consent Fee***

Each Participating Creditor who validly holds Eligible Participating Debt as of the Consent Fee Deadline (being 5:00 p.m. Hong Kong time on 24 January 2024) and still holds such Eligible Participating Debt at the Record Time will, subject to the terms of the RSA, receive a Consent Fee in respect of such Eligible Participating Debt.

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

- (a) holds or has acquired its Eligible Participating Debt in compliance with the relevant provisions of the RSA;
- (b) votes the entire aggregate amount of its Eligible Participating Debt (as applicable) held by it at the Record Time in favour of each Scheme at each Scheme Meeting (whether in person or by proxy) or the Consent Solicitation at each perpetual securityholders' meeting (as relevant). A Participating Creditor that does not vote (whether by abstaining, voting against or not turning up) the entire aggregate amount of the Eligible Participating Debt then held by it in favour of each Scheme at each Scheme Meeting (whether in person or by proxy) and/or Consent Solicitation at each perpetual securityholders' meeting (as relevant) will not be entitled to any Consent Fee; and
- (c) has not exercised its rights to terminate the RSA nor breached any of the relevant terms and conditions of the RSA in any material respect.

### ***Invitation to accede to the RSA***

**The Company sincerely asks all holders of the Existing Debt who have not signed the RSA to review the RSA as soon as possible and to accede to the RSA as an Additional Participating Creditor by delivering to the Information Agent a validly completed and executed Accession Letter and Participating Debt Notice via the Transaction Website (<https://www.dfkingltd.com/zhenro>) as well as submitting a valid Electronic Consent Instruction to the relevant Clearing System (as applicable) in respect of all of its Existing Debt prior to the Consent Fee Deadline.**

## ***Information Agent***

The Company has appointed D.F. King as the Information Agent who will be responsible for collecting, via the Transaction Website, Accession Letters, Participating Debt Notice and/or Transfer Notices (as applicable) from Participating Creditors and answering any questions regarding the process. The RSA will be made available on the Transaction Website, operated by the Information Agent for the purpose of the RSA.

The Information Agent can be contacted using the details below:

### **D.F. King**

Transaction Website: <https://www.dfkingltd.com/zhenro>

Email: [Zhenro@dfkingltd.com](mailto:Zhenro@dfkingltd.com)

Tel: +852 5808 1747 (Hong Kong) or +44 20 4578 1471 (U.K.)

Address: Suite 1601, 16/F, Central Tower, 28 Queen's Road Central, Central, Hong Kong (Hong Kong) or 65 Gresham Street, London, EC2V 7NQ (U.K.)

Attention: D.F. King Debt Team

## **IMPLEMENTATION AND NEXT STEPS**

The Offshore Holistic Liability Management Solutions are expected to be implemented through the Scheme and the Consent Solicitation. A scheme of arrangement is a statutory mechanism which allows the relevant court to sanction a compromise or arrangement which has been voted upon by the relevant classes of creditors and approved by the required majorities. The Company will commence the process of implementing the Offshore Holistic Liability Management Solutions on terms set forth in the RSA as soon as possible.

## **REQUESTS FOR INFORMATION**

Further information on the Offshore Holistic Liability Management Solutions can be found on the Transaction Website (<https://www.dfkingltd.com/zhenro>). Requests for information can be directed to the Company's financial advisor(s):

Alvarez & Marsal Corporate Finance Limited, as financial advisor to the Company

Email: [ProjectZhenro@alvarezandmarsal.com](mailto:ProjectZhenro@alvarezandmarsal.com)

Ernst & Young (China) Advisory Limited, as financial advisor to the Company

Email: [ProjectZhenro@cn.ey.com](mailto:ProjectZhenro@cn.ey.com)

**Shareholders of the Company and other investors are reminded to consider the related risks and exercise caution when dealing in the securities of the Company, and to seek professional advice from their own professional or financial advisers when in doubt.**

## DEFINITIONS

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

“Accession Letter”	a letter pursuant to which a person becomes a party to the RSA as an Additional Participating Creditor, in the form set out in the RSA
“Additional Participating Creditor”	a person holding a beneficial interest as principal in the Existing Debt instruments who has agreed to be bound by the terms of the RSA as a Participating Creditor in accordance with the RSA
“AHG”	an ad hoc group of holders of the Existing Debt as constituted from time to time who are advised by the AHG advisors, which include the initial Participating Creditors as at the date of this announcement
“Clearing System”	Clearstream Banking S.A. or Euroclear Bank S.A./N.V.
“Company”	Zhenro Properties Group Limited, an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on The Stock Exchange of Hong Kong Limited (stock code: 6158)
“Companies Ordinance”	Companies Ordinance (Chapter 622 of the Laws of the Hong Kong) as amended from time to time
“Consent Fee”	in respect of each Participating Creditor and subject to and in accordance with the terms of the RSA, a consent fee which comprise (i) an amount in cash equal to 0.15% of the aggregate principal amount of the Eligible Participating Debt held by such Participating Creditor as of the Consent Fee Deadline and (ii) a pro rata share of the Series 1 New Notes (as defined in the RSA Term Sheet) in an aggregate principal amount of US\$100 million, details of which are set out in the section headed “Consent Fee” in the RSA Term Sheet
“Consent Fee Deadline”	5:00 p.m. (Hong Kong time) on 24 January 2024 or such later date as the Company may elect in accordance with the RSA
“Electronic Consent Instruction”	an authenticated SWIFT message or instructions delivered in accordance with the processes in place at the relevant Clearing System, in each case, to authorise the delivery of a consent to accede to the RSA
“Eligible Participating Debt”	the Participating Debt which was made subject to the RSA by a Participating Creditor on or prior to the Consent Fee Deadline

“Existing Debt”	senior notes and perpetual securities issued or guaranteed by the Company and certain existing offshore debt instruments that the Company may elect to include in any Scheme
“Group”	the Company and its subsidiaries
“Hong Kong Court”	the High Court of Hong Kong and any court capable of hearing appeals therefrom
“Hong Kong Scheme”	the scheme of arrangement proposed by the Company to be effected pursuant to sections 670, 673 and 674 of the Companies Ordinance, for the purpose of implementing the Restructuring as contemplated under the RSA and the RSA Term Sheet
“Hong Kong Scheme Effective Date”	the date on which the sanction order is filed with the registrar of companies in the Hong Kong pursuant to section 673 of the Companies Ordinance at which time the Hong Kong Scheme shall become effective in accordance with its terms
“Information Agent”	D.F. King, or any other person appointed by the Company to act as information agent in connection with the Scheme and the RSA
“Longstop Date”	30 June 2024 or such later date as may be agreed between the Company and the AHG in writing
“Offshore Holistic Liability Management Solutions”	holistic management solutions for the Company’s offshore indebtedness
“Participating Creditor”	the initial Participating Creditors to the RSA (being members of the AHG) as at the date of this announcement or Additional Participating Creditors, but excludes any Participating Creditors that have exercised its right to terminate the RSA in accordance with its terms
“Participating Debt”	at any time, with respect to a Participating Creditor, the aggregate principal amount of the Existing Debt instruments set out in the relevant Participating Debt Notice then most recently delivered by that Participating Creditor, as modified from time to time by any Transfer Notices (as applicable) delivered by the Participating Creditor to the Information Agent in accordance with the RSA
“Participating Debt Notice”	a notice setting out the details of the Participating Debt substantially in the form set out in the RSA

“Record Time”	the time designated, and publicly announced, by the Company for the determination of claims of Scheme Creditors for the purposes of voting at each Scheme Meeting
“Restructuring”	the restructuring of indebtedness in respect of the Existing Debt, to be conducted materially in the manner envisaged by, and materially on the terms set out in, the RSA and the RSA Term Sheet and to be implemented by way of the Restructuring Documents
“Restructuring Documents”	all documents, agreements and instruments necessary to implement the Restructuring in accordance with the RSA and the RSA Term Sheet
“Restructuring Effective Date”	the day on which the Company confirms in writing to the Participating Creditors that all the conditions precedent to the Restructuring (as set out in the RSA Term Sheet) have been satisfied or, if permissible under the RSA Term Sheet and RSA, waived (as the case may be), including the obtaining of all relevant approvals or consents
“RMB”	Renminbi, the lawful currency of the People’s Republic of China
“RSA”	the restructuring support agreement dated 2 January 2024 entered into by, among others, the Company and members of the AHG
“RSA Term Sheet”	the Term Sheet as set out in Schedule 5 to the RSA, a copy of which is appended to this announcement (with sensitive annexes and schedules removed, and sensitive information redacted)
“Scheme Creditors”	creditors of the Company whose claims are (or will be) the subject of the Scheme
“Scheme Meeting”	a meeting of Scheme Creditors convened pursuant to a convening order to vote on any Scheme (and any adjournment of such meeting)
“Term Sheet”	the restructuring term sheet (in principle and subject to contract) dated 1 November 2023 entered into by the Company and members of the AHG
“Transaction Website”	<a href="https://www.dfkingltd.com/zhenro">https://www.dfkingltd.com/zhenro</a> , the website managed by the Information Agent for creditors to submit, among other things, Accession Letters and Participating Debt Notice

“Transfer Notice”

a notice pursuant to which a transferee of the Existing Debt becomes a Participating Creditor, substantially in the form set out in the RSA

By order of the Board  
**Zhenro Properties Group Limited**  
**Liu Weiliang**  
*Chairman of the Board*

Hong Kong, 2 January 2024

*As at the date of this announcement, the executive directors of the Company are Mr. Liu Weiliang and Mr. Li Yang, the non-executive director of the Company is Mr. Ou Guowei, and the independent non-executive directors of the Company are Dr. Loke Yu (alias Loke Hoi Lam), Mr. Wang Chuanxu and Mr. Xie Jun.*

**APPENDIX**  
**RSA Term Sheet**

## RESTRUCTURING TERM SHEET

### (Subject to Contract)

This term sheet (the “**Term Sheet**”), signed and dated 1 November 2023, represents an agreement between Zhenro Properties Group Limited (the “**Company**”) and the Ad Hoc Group (as defined below) (together with the Company (the “**Parties**”)) with respect to certain material terms and conditions in connection with the Proposed Restructuring (as defined below) of the In-Scope Debt (as set out in Schedule I). The transactions contemplated by this Term Sheet are subject to, amongst other things, the execution of definitive documentation by the Parties.

This Term Sheet does not constitute an offer to sell or a solicitation of an offer to buy any securities in the United States or any other jurisdiction. No securities may be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Any public offering of securities to be made in the United States will be made by means of a prospectus. Such prospectus will contain detailed information about the Company and its management, as well as financial statements. No public offer of securities is to be made by the Company or any of the subsidiary guarantors of the Existing Debt in the United States. This Term Sheet is not a prospectus for the purposes of Regulation (EU) 2017/1129, including as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal Agreement) Act 2020.

This Term Sheet forms the basis of the agreement between the Parties and the Parties accordingly agree and undertake to work together in good faith and use commercially reasonable endeavours to (a) agree further detailed terms in a restructuring support agreement (the “**RSA**”), which shall supersede this Term Sheet, and (b) subsequently conclude further agreements as necessary to effect the Proposed Restructuring, such that they are consistent in all material respects with this Term Sheet. The Parties acknowledge and agree that this Term Sheet records certain key commercial provisions only, and that no other terms and conditions should be implied. The terms of the Proposed Restructuring remain subject to, amongst other things, approvals of investment committees of each AHG member and execution of legally binding definitive documents. Notwithstanding this Term Sheet, all rights and obligations under and in connection with the In-Scope Debt and/or the indentures or documentation in respect thereof (the “**Existing In-Scope Debt Instruments**”) shall remain in full force and effect. Nothing in this Term Sheet shall constitute, or be construed as, a waiver of any default, event of default, rights or remedies under or in connection with the Existing In-Scope Debt Instruments.

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

<b>General Information</b>	
<b>Company</b>	Zhenro Properties Group Limited
<b>Group</b>	The Company and its subsidiaries
<b>Proposed Restructuring</b>	<p>The Company plans to implement the Proposed Restructuring through one or more scheme(s) of arrangement (“<b>Scheme</b>”) in Hong Kong, Cayman Islands and/or other applicable jurisdiction(s) at the election of the Company.</p> <p>The Proposed Restructuring is expected to involve a compromise of all claims relating to the In-Scope Debt against (among others) the Company, the Subsidiary Guarantors (as defined under the documents governing the relevant In-Scope Debt) and (subject to terms and conditions to be agreed with the Ad Hoc Group acting in good faith and subject to carve-outs for fraud, dishonesty and wilful misconduct) their respective subsidiaries, shareholders, officers, directors, advisers, representatives and office-holders under or in connection with the In-Scope Debt, in exchange for the Restructuring Consideration (as defined below) in accordance with (a) in the case of the In-Scope Debts <i>other than</i> the senior perpetual capital securities (ISIN: XS2013512608) (the “<b>Perpetual Securities</b>”), the terms of the composite documents to be circulated by the Company to the Scheme Creditors in relation to the Scheme (the “<b>Scheme Documents</b>”); and (b) in the case of the Perpetual Securities, the consent solicitation memorandum in respect of the Perpetual Securities (the “<b>CSM</b>”) (such restructuring or compromise of the Perpetual Securities, the “<b>Perpetual Securities Restructuring</b>”).</p>
<b>Scheme Creditors</b>	<p>The persons holding beneficial interest as principal (or, with respect to the Existing Loans, legal and beneficial interest) in the Scheme In-Scope Debt (as set out in Part A of Schedule I) as at the Record Time (each, a “<b>Scheme Creditor</b>”).</p> <p>“<b>Record Time</b>” shall be the time designated by the Company for the determination of the claims of the Scheme Creditors for the purpose of voting at the meetings of the creditors of the Company whose claims against the Company are (or will be) the subject of the Scheme to vote on the Scheme convened pursuant to orders of the court (and any adjournment of such meeting).</p>
<b>Perpetual Securityholders</b>	<p>The persons holding beneficial interest as principal in the Perpetual Securities (as set out in Part B in Schedule I) as at the Consent Expiration Deadline (each a “<b>Perpetual Securityholder</b>”).</p> <p>“<b>Consent Expiration Deadline</b>” shall be the time designated by the Company to be the expiration time of the consent solicitation as specified in the CSM.</p>

<b>Restructuring of the In-Scope Debt</b>	
<p><b>Scheme Creditors’ Claims</b></p>	<p>The sum of:</p> <ul style="list-style-type: none"> <li>(a) the outstanding principal amount of the Scheme In-Scope Debt held by the Scheme Creditors at the Record Time; and</li> <li>(b) all accrued and unpaid interest (including default interest but excluding any other special interests or fees) on such Scheme In-Scope Debt up to (but excluding) 1 January 2024 (the “<b>Reference Date</b>”),</li> </ul> <p>(together in aggregate, the “<b>Scheme Creditors’ Claims</b>”).</p> <p>On and from the RED, Scheme Creditors will release all claims against (among others) the Company, the Subsidiary Guarantors and (subject to terms and conditions to be agreed with the Ad Hoc Group acting in good faith and subject to carve-outs for fraud, dishonesty and wilful misconduct) their respective subsidiaries, shareholders, officers, directors, advisers, representatives and office holders under or in connection with the Scheme In-Scope Debt in exchange for the Restructuring Consideration in accordance with the terms of the Scheme Documents.</p>
<p><b>Perpetual Securityholders’ Claims</b></p>	<p>The sum of:</p> <ul style="list-style-type: none"> <li>(a) the outstanding principal amount of the Perpetual Securities held by the Perpetual Securityholders at the Consent Record Time; and</li> <li>(b) all accrued and unpaid distributions on such Perpetual Securities up to (but excluding) the Reference Date,</li> </ul> <p>(together in aggregate, the “<b>Perpetual Securityholders’ Claims</b>”).</p>

<p><b>Restructuring Consideration</b></p>	<p><b><i>Scheme Creditors</i></b></p> <p>For each \$1,000 of Scheme Creditors’ Claim on the RED, each Scheme Creditor shall be entitled to:</p> <ul style="list-style-type: none"> <li>● US\$33.6 in principal amount of the Series 1 New Notes;</li> <li>● US\$201.5 in principal amount of the Series 2 New Notes;</li> <li>● US\$302.2 in principal amount of the Series 3 New Notes; and</li> <li>● US\$440.4 in principal amount of the Series 4 New Notes.</li> </ul> <p><b><i>Perpetual Securityholders</i></b></p> <p>The terms of the Perpetual Securities shall be amended through a consent solicitation on the RED to include a mandatory call option such that the Company shall be permitted and required to, immediately upon the occurrence of the RED and the execution of the Supplemental Trust Deed giving effect to the mandatory call option, redeem all outstanding Perpetual Securities with the New Notes in an aggregate principal amount equal to the Perpetual Securityholders’ Claims. For each \$1,000 of Perpetual Securities, a Perpetual Securityholder shall be entitled to:</p> <ul style="list-style-type: none"> <li>● US\$33.6 in principal amount of the Series 1 New Notes;</li> <li>● US\$201.5 in principal amount of the Series 2 New Notes;</li> <li>● US\$302.2 in principal amount of the Series 3 New Notes; and</li> <li>● US\$440.4 in principal amount of the Series 4 New Notes.</li> </ul>
<p><b>Restructuring Effective Date</b></p>	<p>The Restructuring Effective Date (the “<b>RED</b>”) shall be no later than 30 June 2024 or such later date (the “<b>Longstop Date</b>”) as may be agreed in writing between the Company on the one hand, and, the Ad Hoc Group or Consenting Creditors holding more than 50% of the then outstanding principal amount of the Scheme In-Scope Debt (the “<b>Majority Consenting Creditors</b>”) on the other hand, and shall occur as soon as reasonably practicable and within ten (10) Business Days of the Conditions Precedent being satisfied or waived.</p>

**Consent Fee*****Scheme Creditors***

A consent fee (the “**Consent Fee**”) is to be paid to any person holding beneficial interest as principal (or, with respect to the Existing Loans, legal and beneficial interest) in any of the Scheme In-Scope Debt who has agreed to be bound by the terms of the RSA (each, a “**Consenting Creditor**” and, collectively, the “**Consenting Creditors**”) in accordance with the terms of the RSA.

Each Consenting Creditor shall be entitled to the Consent Fee equal to:

- (1) 0.15% of the outstanding principal amount of the Scheme In-Scope Debt held by such Consenting Creditor, payable in cash on the RED (“**Scheme Cash Consent Fee**”); and
- (2) *pro rata* share of Series 1 New Notes (defined below under the “Terms of the New Notes”) in an aggregate principal amount equal to US\$95 million plus, to the extent that there is any Additional Scheme In-Scope Debt, 2.24% of the Additional Amount, calculated by reference to the proportion of the outstanding principal amount of the Scheme In-Scope Debt held by such Consenting Creditor to the total outstanding principal amount of all Scheme In-Scope Debts held by all Consenting Creditors, to be distributed on the RED.

***Perpetual Securityholders***

A consent fee (the “**Perpetual Securities Consent Fee**”) is to be paid to any Perpetual Securityholder who consents on or before the Consent Expiration Deadline (the “**Consenting Perpetual Securityholder**”).

Each Consenting Perpetual Securityholder shall be entitled to the Perpetual Securities Consent Fee equal to:

- (1) 0.15% of the principal amount of the Perpetual Securities held by such Consenting Perpetual Securityholder, payable in cash on the RED; (“**Perpetual Cash Consent Fee**”, together with the Scheme Cash Consent Fee, the “**Cash Consent Fee**”); and
- (2) *pro rata* share of US\$5m in principal amount of Series 1 New Notes (defined below under the “Terms of the New Notes”), calculated by reference to the proportion of the principal amount of the Perpetual Securities held by such Consenting Perpetual Securityholders to the total principal amount of all Perpetual Securities held by all Consenting Perpetual Securityholders, to be distributed on the RED.

<p><b>AHG Work Fee</b></p>	<p>A work fee (the “<b>AHG Work Fee</b>”) of:</p> <ol style="list-style-type: none"> <li>(1) US\$2 million, which shall be paid to the Ad Hoc Group within six months after the RED (“<b>Base Work Fee</b>”); and</li> <li>(2) an amount equal to US\$6 million minus the aggregate amount of the Cash Consent Fee (which shall exclude any Cash Consent Fee with respect to any Additional Scheme In-Scope Debt) that shall be paid to the Scheme Creditors and the Perpetual Securityholders, which shall be paid to the Ad Hoc Group on the RED (“<b>Surplus Work Fee</b>”).</li> </ol> <p>Both the Base Work Fee and Surplus Work Fee shall be paid in accordance with the terms set out in the fee letter to be entered into between the Ad Hoc Group and the Company.</p>
<p><b>Conditions Precedent</b></p>	<p>The following conditions must be satisfied or waived by the Ad Hoc Group or the Majority Consenting Creditors in writing, prior to or on the RED:</p> <ol style="list-style-type: none"> <li>(a) the delivery by the relevant members of the Group of corporate authorisations in respect of the Proposed Restructuring and their entry into the Scheme Documents to which they are a party;</li> <li>(b) the obtaining of all relevant regulatory approvals or other consents as are necessary for the Proposed Restructuring to take effect;</li> <li>(c) the maintenance of the listing status of the Company on The Stock Exchange of Hong Kong Limited;</li> <li>(d) the obtaining of the relevant court sanction order(s) in respect of the Scheme and the Scheme becoming effective in accordance with its terms;</li> <li>(e) satisfaction of all conditions precedent in respect of the Perpetual Securities Restructuring as specified in the CSM, except the condition precedent requiring the occurrence of the RED;</li> <li>(f) the settlement of the Cash Consent Fee and Surplus Work Fee and the execution of the definitive documentation relating to the Base Work Fee in a form agreed between the Company and the Ad Hoc Group;</li> <li>(g) the settlement in full of all professional fees payable either before or at the time of the closing of any transaction in relation to the In-Scope Debt, under contracts or other arrangements entered into by the Company with financial or legal advisers or other professional parties for their services rendered in relation to the Proposed Restructuring;</li> <li>(h) compliance by the Company with the terms of this Term Sheet in all material aspects;</li> <li>(i) the New Notes Indenture being in a form agreed between the Company and the Ad Hoc Group (acting reasonably);</li> <li>(j) the establishment of the Controlled Account, the Designated Account and the Onshore Designated Account;</li> <li>(k) all outstanding amounts, liabilities and claims of the Group owing to any Permitted Holder (including <i>[Redacted]</i>) (whether actual or contingent) having been contractually subordinated to the New Notes;</li> <li>(l) the Company announcing the expected RED; and</li> <li>(m) the satisfaction of each of the other conditions precedent contained in the Scheme Documents</li> </ol>
<p><b>Treatment of the In-Scope Debt and the Perpetual Securities</b></p>	<p>On the RED, (i) all outstanding Scheme In-Scope Debt shall be cancelled upon the issuance of the New Notes, and (ii) the Perpetual Securities shall be redeemed in-kind pursuant to the Perpetual Securities Restructuring in accordance with the terms set out in the section headed “Restructuring Consideration”.</p>

<b>Terms of the New Notes</b>	
<i>Unless otherwise noted below or to the extent the context otherwise requires, the terms of the New Notes shall be substantially the same as those set out in the indenture governing the September 2024 Notes (as defined below). Capitalised terms not defined below will be defined in the indentures governing the New Notes (the “New Notes Indentures”), which shall substantially follow the meanings given to them in the indenture governing the September 2024 Notes.</i>	
<b>Company</b>	Zhenro Properties Group Limited
<b>Original Issue Date</b>	The RED
<b>Principal Amount</b>	<p>The New Notes to be issued to all Scheme Creditors (including, among others, the Series 1 New Notes issued to Consenting Creditors only as part of the Consent Fee) on the RED shall have an aggregate original principal amount equal to the aggregate Scheme Creditors’ Claims (the “<b>New Notes Aggregate Amount</b>”), and shall comprise four series as follow:</p> <p>(a) <u>Series 1</u>: The original principal amount shall be US\$237 million plus, to the extent that there is any Additional Scheme In-Scope Debt, 5.6% of the Additional Amount (representing approximately 5.6% of the New Notes Aggregate Amount) (the “<b>Series 1 New Notes</b>”);</p> <p>(b) <u>Series 2</u>: The original principal amount shall be US\$853 million plus, to the extent that there is any Additional Scheme In-Scope Debt, 20.1% of the Additional Amount (representing approximately 20.1% of the New Notes Aggregate Amount) (the “<b>Series 2 New Notes</b>”);</p> <p>(c) <u>Series 3</u>: The original principal amount shall be US\$1,279 million plus, to the extent that there is any Additional Scheme In-Scope Debt, 30.2% of the Additional Amount (representing approximately 30.2% of the New Notes Aggregate Amount) (the “<b>Series 3 New Notes</b>”); and</p> <p>(d) <u>Series 4</u>: The original principal amount shall be US\$1,863 million plus, to the extent that there is any Additional Scheme In-Scope Debt, 44.0% of the Additional Amount (representing approximately 44.0% of the New Notes Aggregate Amount) (the “<b>Series 4 New Notes</b>”).</p> <p>The New Notes to be issued to all Scheme Creditors on the RED shall be consolidated with and form the same series as the New Notes to be paid to the Perpetual Securityholders by the Company as redemption price in accordance with the mandatory call option described under “Restructuring Consideration — Perpetual Securityholders”.</p>
<b>Tenor</b>	<p>(a) <u>Series 1</u>: 4 years from the Reference Date;</p> <p>(b) <u>Series 2</u>: 5 years from the Reference Date;</p> <p>(c) <u>Series 3</u>: 6 years from the Reference Date; and</p> <p>(d) <u>Series 4</u>: 7 years from the Reference Date.</p> <p>Any outstanding principal amount of each series, together with any accrued but unpaid cash interest and in-kind interest and any outstanding fee or amount attributable to such principal amount, shall be repaid on maturity.</p>

## Interest

Subject to the provision entitled “Default Interest” below, interest on the New Notes shall start to accrue on the Reference Date and be payable semi-annually in arrears on the outstanding principal amount of the New Notes at the following interest rates with respect to each interest payment period:

- (a) *Series 1*: 5.00% per annum (if all interest with respect to such interest payment period is paid in cash) or 6.00% per annum (if any portion of interest with respect to such interest payment period is paid in kind);
  - (b) *Series 2*: 5.00% per annum (if all interest with respect to such interest payment period is paid in cash) or 6.00% per annum (if any portion of interest with respect to such interest payment period is paid in kind);
  - (c) *Series 3*: 5.50% per annum (if all interest with respect to such interest payment period is paid in cash) or 6.50% per annum (if any portion of interest with respect to such interest payment period is paid in kind); and
  - (d) *Series 4*: 6.00% per annum (if all interest with respect to such interest payment period is paid in cash) or 7.00% per annum (if any portion of interest with respect to such interest payment period is paid in kind).
- With respect to each series of the New Notes, subject to the Minimum Cash Interest Step-Up, the Company shall pay a minimum amount of interest in cash as follows (the “**Minimum Cash Interest**”):
    - for the second year after the Reference Date:
      - in the second half of the year, 0.5% of the outstanding principal amount of such New Notes;
    - for the third year after the Reference Date:
      - in the first half of the year, 1.5% of the outstanding principal amount of such New Notes;
      - in the second half of the year, 1.5% of the outstanding principal amount of such New Notes.
  - If, in respect of any interest payment date when the Minimum Cash Interest is due, the Monitoring Accountant issues a certificate to the Trustee, by reference to the unaudited operating statistics announced by the Company, stating that the aggregated contracted sales attributable to the Company on a consolidated basis in the 12 calendar months immediately preceding that interest payment date reaches RMB35.0 billion, then the Minimum Cash Interest on such interest payment date shall increase by 100% (the “**Minimum Cash Interest Step-Up**”).
  - Other than the Minimum Cash Interest referenced above, the remaining interest payable on or prior to the date that is three years after the Reference Date may be paid in cash or in kind, at the sole discretion of the Company.

	<ul style="list-style-type: none"> <li>● On or before the date that is three years after the Reference Date, failure to pay any interest in cash shall not constitute an Event of Default if payment is made within 90 days after the due date of such cash interest.</li> <li>● Interest on the New Notes after the date that is three years after the Reference Date shall be paid in cash only.</li> </ul> <p>Notwithstanding the foregoing, the Company and the Ad Hoc Group may, in the context of the long form documents, agree to replace the PIK interest with an alternative construct (including, for example only, a mandatory obligation to issue additional New Notes coupled with optional redemption rights, at par or at a discount depending on when that redemption is effected), <i>provided always</i> that the economics of such alternative construct shall be substantially the same as the PIK interest described herein.</p>
<p><b>Default Interest</b></p>	<p>Upon and after the delivery by the Trustee of a default notice to the Company following the occurrence of any Event of Default under any series of the New Notes, (i) a default interest equal to the Interest Differential (which is in addition to the original interest of such series of the New Notes) on the then outstanding principal amount of the New Notes shall be payable (A) (with respect to any default notice delivered on or prior to the third anniversary of the Reference Date) within 90 days after the date of such default notice from the Trustee, or (B) (with respect to any default notice delivered after the third anniversary of the Reference Date) immediately on demand, and (ii) such series of the New Notes shall accrue interest at a rate of 7.67% per annum from the date of occurrence of the Event of Default set forth in such default notice.</p> <p>“<b>Interest Differential</b>” means the interest that would have accrued on the outstanding New Notes at the rate of 7.67% per annum between the Reference Date and the date of occurrence of the Event of Default, <i>less</i> the interest which actually accrued on the New Notes during the same period at the interest rate specified above.</p>
<p><b>Subsidiary Guarantees</b></p>	<p>Guarantees of the New Notes by the Subsidiary Guarantors and <i>[Redacted]</i> as an Additional Subsidiary Guarantor.</p>

**Collateral**

The following shall be provided as security for the New Notes:

- First lien or security over 100% shares in each Subsidiary Guarantor and Additional Subsidiary Guarantor;
- First lien or security assignment of any receivables from onshore members of the Group payable to the Company and/or any Subsidiary Guarantor (together, the “**Receivables**”);
- First lien or security in favour of the Collateral Agent over the Company’s interest in a bank account opened in Hong Kong in the name of the Company which is subject to account control measures (including restrictions on withdrawal, right of the Trustee or Collateral Agent to assume control of the account upon the occurrence of Default, account maintenance obligations and direct information rights of the Trustee or the Collateral Agent in respect of such bank account (including periodic reporting of balance and movements)) to be agreed between the Company and the Ad Hoc Group (the “**Controlled Account**”), which account shall be used and maintained, and its balance applied, in compliance with the Company’s obligations specified in the “Controlled Account” section below;
- First lien or security in favour of the Collateral Agent over the Company’s interest in a bank account opened in Hong Kong in the name of the Company which is subject to account control measures (including restrictions on withdrawal, right of the Trustee or Collateral Agent to assume control of the account upon the occurrence of Default, account maintenance obligations and direct information rights of the Trustee or the Collateral Agent in respect of such bank account (including periodic reporting of balance and movements)) to be agreed between the Company and the Ad Hoc Group (the “**Designated Account**”), which account shall be maintained, and its balance applied, in compliance with the Company’s obligations specified in the “Mandatory Redemption” section below;
- On a best effort basis and subject to compliance with applicable laws, rules, regulations, policies or measures and the receipt of all relevant regulatory, judicial and/or governmental approvals, first lien or security over 100% shares in *[Redacted]*; and
- Subject to compliance with applicable laws, rules, regulations, policies or measures and the receipt of all relevant regulatory, judicial and/or governmental approvals, security over the Designated Onshore Account.

The Company may not, and shall procure that its Subsidiaries do not, dispose of all or any part of the Collateral other than for fair market value, on arms’ length terms and in accordance with the detailed provisions in relation to the same as contained in the Indentures for the New Notes, and any net proceeds of such disposals shall be applied in accordance with the terms specified in the “*Mandatory Redemption*” section below.

**Negative Pledge**

The Company undertakes that, for as long as any of the New Notes remains outstanding, it shall not, and shall procure its Restricted Subsidiaries not to, create or permit to subsist any security interest (other than security interest existing as of the date on which the RSA becomes effective, as expressly disclosed or permitted under the terms of the New Notes Indenture) over the Specified Assets (to the extent that such Specified Assets are held by the Company or a Restricted Subsidiary of the Company), unless (i) such security interest is created in good faith in connection with the construction or operation of such asset, *provided* that any proceeds from financing facilitated by such security interest shall be solely applied towards the construction or operation of such asset; (ii) the New Notes are equally and ratably secured by such security, or (iii) such security interest arises from laws, rules or regulations, government policies or implementation or other governmental measures or by operation of law.

**Mandatory Redemption**

*Mandatory Redemption of New Notes upon Certain Events*  
 Upon the occurrence of the following events (each, a “**Mandatory Redemption Event**”), the Company shall redeem the New Notes in the following manner:

#	Mandatory Redemption Event	Redemption Amount	Mandatory Redemption Deadline
(1)	<b>Specified Asset Disposal:</b> any sale, lease, licence, transfer or disposal of one or more Specified Asset (as listed in Schedule II)	75% of the Net Consideration derived from such Specified Asset Disposal (the “ <b>Specified Asset Disposal Proceeds</b> ”)	Within 45 business days of the occurrence of such Mandatory Redemption Event, subject to compliance with applicable laws, rules, regulations, policies or measures and the receipt of all relevant regulatory, judicial and/or governmental approvals
(2)	<b>Receivables Repayment:</b> any disposal, payment or repayment (in part or in full) and/or discharge of any Receivables	100% of the net proceeds of disposal or payment or repayment or the consideration for the discharge of such Receivables (the “ <b>Receivables Proceeds</b> ”)	
(3)	<b>New Project Sale:</b> any sale, lease, licence, transfer or disposal of one or more New Projects, including by way of issuance, sale, transfer, lease, licence or disposal of Capital Stock of the relevant entity the principal asset of which is such New Project, whether it is held directly or indirectly by such entity	20% of the Net Consideration derived from such New Project Sale (the “ <b>Earmarked New Project Sale Proceeds</b> ”)	

The Company shall (and shall procure relevant members of the Group to), promptly and in any event within 5 business days after receipt, use its reasonable best endeavours to deposit into the Designated Account any Specified Asset Disposal Proceeds, the Receivables Proceeds and any Earmarked New Project Sale Proceeds (collectively, the “**Specified Proceeds**”), subject to compliance with applicable laws, rules, regulations, policies or measures and the receipt of all relevant regulatory, judicial and/or governmental approvals. The Company shall (and shall procure all Group members to) use its reasonable best endeavours to obtain such approvals.

The Company shall procure a PRC subsidiary of the Company as approved by the Ad Hoc Group (the “**Onshore Approved Entity**”) to set up an account in such Onshore Approved Entity’s name in the PRC with a reputable bank (such bank being, the “**Onshore Account Bank**” and such account being the “**Designated Onshore Account**”), and, to the extent that the Company is unable to deposit any Specified Asset Disposal Proceeds or Earmarked New Project Sale Proceeds into the Designated Account within 5 business days after receipt due to absence of any requisite regulatory, judicial and/or governmental approvals (after having using its reasonable best endeavours to obtain the same), the Company shall immediately procure that an amount equal to the Specified Asset Disposal Proceeds or Earmarked New Project Sale Proceeds (as applicable) be deposited into the Designated Onshore Account (subject to compliance with applicable laws, rules, regulations, policies or measures and the receipt of all relevant regulatory, judicial and/or governmental approvals), for such amounts to be further transferred and deposited into the Designated Account as soon as reasonably practicable after receipt of all relevant regulatory, judicial and/or governmental approvals.

The Designated Onshore Account shall be subject to account control terms to be agreed between the Ad Hoc Group and the Company.

Notwithstanding the foregoing, the Company may use the Specified Proceeds to repurchase New Notes, by way of (a) open-market tender offer or (b) reverse Dutch auction, in each case in order of maturity such that the New Notes with the shortest maturity shall be purchased first at a minimum purchase price equal to the then current market price. The Company will make an announcement prior to completion of any such repurchase.

To the extent that the Company has, or has procured to have, on or prior to the Mandatory Redemption Deadline, redeemed or repurchased the New Notes pursuant to the foregoing, such amount redeemed or repurchased shall be deducted from the Redemption Amount and the Company shall not be obligated to redeem such deducted Redemption Amount of the New Notes by such Mandatory Redemption Deadline. If any amount set aside for such mandatory redemption remain unused after within 45 business days of the occurrence of the relevant Mandatory Redemption Event (“**Unused Specified Proceeds**”), the Company shall use all Unused Specified Proceeds to redeem the New Notes by chronological order of maturity at par plus accrued interest.

As of the RED, none of the Company’s Affiliates or any Permitted Holders shall hold any New Notes and the Company shall procure that any New Notes that may be acquired by any of its Affiliates or any Permitted Holder shall be cancelled and not redeemed pursuant to the provisions under this “Mandatory Redemption” section.

All New Notes so repurchased and/or redeemed shall be cancelled.

For this Term Sheet:

“**Affiliate**” means, with respect to any Person, any other Person (1) directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person, whether now or in the future; (2) who is a director or officer of such Person or any Subsidiary of such Person or of any Person referred to in clause (1) of this definition; or (3) who is a spouse or any person cohabiting as a spouse, child or step-child, parent or step-parent, brother, sister, step-brother or step-sister, parent-in-law, grandchild, grandparent, uncle, aunt, nephew and niece of a Person described in clause (1) or (2). For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Net Consideration**” means the Net Proceeds that is attributable to and actually received by the Company, directly or indirectly through its Restricted Subsidiaries.

“**Net Proceeds**” means:

- (a) with respect to any Specified Asset Disposal, the cash proceeds of such Specified Asset Disposal (including, for the avoidance of doubt, any cash paid or payable from any sale, lease, license, transfer or disposal of any asset which constitutes or forms part of the Collateral (other than the Receivables), net of:
  - (1) actual brokerage commissions, land and construction related cost, project design and development cost, operational cost and other necessary expenses (including fees and expenses of professional parties) related directly to such Specified Asset Disposal;
  - (2) provisions, made reasonably and in good faith, for all taxes (whether or not such taxes will actually be paid or are payable) as a result of such Specified Asset Disposal without regard to the consolidated results of operations of the Company and its Restricted Subsidiaries, taken as a whole;
  - (3) any amount required or requested by PRC government bodies and/or under such applicable PRC law, rules, regulations, policies or measures to be deposited in a designated account or used for other purposes, which is not freely transferrable or disposable by the Company;

- (4) indebtedness or any other liability or obligation outstanding (other than to any of the Company's Affiliates or any Permitted Holders) at the time of such Specified Asset Disposal that is (x) secured by a lien on the property or assets directly or indirectly sold under such Specified Asset Disposal, (y) is properly and reasonably incurred to fund the development expenses, project management expenses, and/or administrative expenses of the relevant Specified Asset, or (z) required to be paid as a result of such Specified Asset Disposal; and
  - (5) appropriate amounts to be provided by the Company or any Restricted Subsidiary, acting reasonably and in good faith, as a reserve against any liabilities associated with such Specified Asset Disposal up to an amount to be agreed between the Company and the Ad Hoc Group, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters, liabilities under any indemnification obligations, land cost, project design cost and other operational cost associated with such Specified Asset Disposal; and
- (b) with respect to any New Project Sale, distribution to the shareholder(s) of the project company developing such New Project, whether as dividend or repayment of shareholder loan.

**“New Project”** means any interest in (including by way of any direct or indirect interest in the Capital Stock of any relevant entity holding such Real Estate) any Real Estate where the acquisition of the underlying portion of land and/or land use right consummates after the date on which the RSA becomes effective.

**“Permitted Holder”** means any or all of the following:

- (1) Mr. Ou Zongrong, Mr. Ou Guoqiang and Mr. Ou Guowei;
- (2) any Affiliate (other than an Affiliate as defined in clause (2) or (3) of the definition of Affiliate) of the persons specified in clause (1);
- (3) the estate, trust and any immediate family member of the persons listed in (1) or the legal representative of any of the foregoing; and
- (4) any person both the Capital Stock and the Voting Stock of which (or in the case of a trust, the beneficial interests in which) are owned 80% or more by person specified in clauses (1), (2) and (3).

**“Quarter Date”** means 31 March, 30 June, 30 September, and 31 December of each calendar year.

**“Real Estate”** means the portion of land and land use rights, as well as any buildings, fixtures, and work-in-progress construction of such portion of land or land use right.

<p><b>Controlled Account</b></p>	<p>For each US\$1 Investment into any New Project (including, without limitation, any Investment in the Capital Stock of any Restricted Subsidiary the principal asset of which is such New Project) (“<b>Investment into New Projects</b>”), the Company shall deposit an equivalent dollar amount into the Controlled Account within 10 Business Days after the date on which such Investment is made.</p> <p>The foregoing obligation shall:</p> <ul style="list-style-type: none"> <li>● cease to apply after the third anniversary of the Reference Date;</li> <li>● be suspended prior to the third anniversary of the Reference Date for so long as both of the following conditions are satisfied: <ul style="list-style-type: none"> <li>(1) the Company notifies the Trustee in writing that it irrevocably foregoes the right to elect to pay any interest in kind; and</li> <li>(2) there is no continuing Event of Default under the New Notes. Before the Company has fully repaid, redeemed and/or repurchased Series 1 New Notes, the Company may, at its option, only apply funds sitting in the Controlled Account to: (i) repurchase or redeem Series 1 New Notes, (ii) pay interest and/or principal due under Series 1 New Notes, (iii) otherwise satisfy payment obligations under Series 1 New Notes, at such time and in such manner at its election. After the Company has fully repaid, redeemed and/or repurchased Series 1 New Notes, the Company may, at its option, only apply funds sitting in the Controlled Account to (i) repurchase or redeem the other series of the New Notes, (ii) pay interest and/or principal due under the other series of the New Notes or (iii) otherwise satisfy payment obligations under the other series of the New Notes, at such time and in such manner at its election.</li> </ul> </li> </ul>
<p><b>Information Undertakings</b></p>	<p>Customary information undertakings to be negotiated with the Ad Hoc Group in the long form definitive documents, including any information undertakings required to give effect and monitor the performance of the terms of the New Notes (including the terms described in the section entitled “Mandatory Redemption” above).</p> <p>The Company shall file with the Trustee and furnish to the Holders (or their nominees):</p> <ul style="list-style-type: none"> <li>● quarterly updates on the onshore restructuring progress, and Investments into New Projects (so long as the obligation to deposit amounts into the Controlled Account remains applicable) and any Mandatory Redemption Event that occurred during the period, <b>provided that</b> if such information contains or constitutes material non-public information, the Company shall publicly disclose promptly (and in any event before providing such updates) such material non-public information; and</li> <li>● a certificate to be delivered in a form to be agreed between the Ad Hoc Group and the Company on a quarterly basis certifying (a) any Specified Asset Disposal Proceeds, the Receivables Proceeds and any Earmarked New Project Sale Proceeds received in that financial quarter; (b) the amount that has been applied towards mandatory redemption; and (c) the balance of the Controlled Account, Designated Account, and Designated Onshore Account as of the relevant Quarter Date.</li> </ul>

<b>Monitoring</b>	The Company will engage a whitelisted accountant approved by the Ad Hoc Group (the “ <b>Monitoring Accountant</b> ”) to certify its compliance with all obligations in connection with any Specified Asset Disposal, Receivables Repayment, New Project Sale, the Designated Account, the Designated Onshore Account and the Controlled Account (including, but not limited to, obligations to deposit amounts into such accounts) as specified in the sections entitled “Mandatory Redemption” and “Controlled Account”.
<b>Optional Redemption</b>	<p>With respect to each series of the New Notes, at any time during the tenor of such New Notes, the Company has the right to redeem such New Notes, in whole or in part, at par plus any accrued and unpaid cash interest on such redeemed New Notes up to but excluding the relevant redemption date, <i>provided that</i> in the event the redemption of the New Notes are in part only, the proceeds of such redemption shall first be applied towards redeeming New Notes in order of maturity (such that the New Notes with the shortest maturity shall be purchased first) at par plus any accrued and unpaid interest (whether cash interest or in-kind interest) on such redeemed New Notes up to but excluding the relevant redemption date on a <i>pro rata</i> basis. The Company will make an announcement prior to any such redemption.</p> <p>The Company shall procure that any New Notes acquired by any of its Affiliates or any Permitted Holder shall be cancelled and not redeemed pursuant to the provisions under this “Optional Redemption” section.</p>
<b>Amendments with Consent of Holders</b>	Amendment provisions will be similar to those in the September 2024 Notes, save that amendments, modifications or waivers that would require the consent of holders of 100% in aggregate principal amount of the September 2024 Notes would only require the consent of the holders of not less than 75% in aggregate principal amount of the relevant series of the New Notes then outstanding.
<b>Covenants</b>	<p>Customary covenants to be agreed between the Company and the Ad Hoc Group.</p> <p>In addition, the Company shall voluntarily announce its unaudited operating statistics (which shall include the aggregated contracted sales of the Group and the contracted sales of its joint ventures and associated companies attributable to the Group) within five business days after the end of each calendar month.</p>
<b>Trustee and Collateral Agent</b>	The Company will select a trustee and collateral agent for the New Notes from a whitelist to be agreed between the Ad Hoc Group and the Company.

<b>Transfer Restrictions</b>	The New Notes and the New Guarantees will not be registered under the U.S. Securities Act of 1933, as amended (the “ <b>Securities Act</b> ”) or any securities law of any state or other jurisdiction of the United States, and may not be offered or sold within the United States (as defined in Regulation S under the Securities Act (“ <b>Regulation S</b> ”)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.
<b>Event of Default</b>	<p>Customary events of default to be negotiated with the Ad Hoc Group in the long form definitive documents, provided that (i) no events of default shall apply to any event or circumstance existing as of the Original Issue Date, (ii) before the earlier of the date that falls on the 3rd anniversary of the Reference Date and the date on which the Company irrevocably foregoes the right to elect to pay interest in kind, failure to pay any interest in cash shall not constitute an Event of Default if payment is made within 90 days after the due date of such cash interest, and (iii) on or after the date that falls on the 3rd anniversary of the Reference Date, failure to pay any interest in cash shall not constitute an Event of Default if payment is made within 30 days after the due date of such cash interest.</p> <p>Failure to pay the Base Work Fee within six months after the RED shall constitute an Event of Default under the New Notes.</p>
<b>Form, Denomination and Registration</b>	The New Notes will be issued only in fully registered form and will be initially represented by one or more global certificates. The minimum denomination will be US\$1,000, and New Notes will only be issued in integral multiples of US\$1 in excess thereof.
<b>Listing</b>	<p>Application will be made by the Company for the listing and quotation of the New Notes on the Singapore Exchange Securities Trading Limited or another internationally recognized exchange.</p> <p>The Company will use reasonable best efforts to ensure listing of the New Notes as soon as practicable on or after the RED, and in any event, no later than one month from the Original Issue Date.</p>
<b>Governing Law and Jurisdiction</b>	<p>The New Notes, the New Guarantees and the New Notes Indentures will be governed by and will be construed in accordance with the laws of the State of New York.</p> <p>U.S. federal and New York state courts located in the Borough of Manhattan, The City of New York are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with the New Notes, the New Guarantees and the New Notes Indentures.</p> <p>The security documents will be governed by the laws of the relevant jurisdictions.</p>

**Schedule I**  
**In-Scope Debt**

A. **The Scheme In-Scope Debt**

- (1) The New York law-governed 5.95% senior notes due March 2022 (the “**March 2022 Notes**”) issued by ZhenAn Glory Investment Limited, a joint venture of the Company and guaranteed by the Company. As at the date of this Term Sheet, the aggregate principal amount of the March 2022 Notes outstanding is US\$7,000,000;
- (2) The New York law-governed 5.98% senior notes due April 2022 (the “**April 2022 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the April 2022 Notes outstanding is US\$23,361,000;
- (3) The New York law-governed 7.125% senior notes due June 2022 (the “**June 2022 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the June 2022 Notes outstanding is RMB10,020,000;
- (4) The New York law-governed 8.70% senior notes due August 2022 (the “**August 2022 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the August 2022 Notes outstanding is US\$29,777,000;
- (5) The New York law-governed 6.50% senior notes due September 2022 (the “**September 2022 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the September 2022 Notes outstanding is US\$31,239,000;
- (6) The New York law-governed 8.00% senior notes due March 2023 (the “**March 2023 USD Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the March 2023 USD Notes outstanding is US\$728,623,000;
- (7) The New York law-governed 8.00% senior notes due March 2023 (the “**March 2023 RMB Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the March 2023 RMB Notes outstanding is RMB1,589,980,000;
- (8) The New York law-governed 9.15% senior notes due May 2023 (the “**May 2023 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the May 2023 Notes outstanding is US\$300,000,000;
- (9) The New York law-governed 8.30% senior notes due September 2023 (the “**September 2023 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the September 2023 Notes outstanding is US\$200,000,000;
- (10) The New York law-governed 8.35% senior notes due March 2024 (the “**March 2024 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the March 2024 Notes outstanding is US\$200,000,000;

- (11) The New York law-governed 7.875% senior notes due April 2024 (the “**April 2024 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the April 2024 Notes outstanding is US\$290,000,000;
- (12) The New York law-governed 7.10% senior notes due September 2024 (the “**September 2024 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the September 2024 Notes outstanding is US\$340,000,000;
- (13) The New York law-governed 7.35% senior notes due February 2025 (the “**February 2025 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the February 2025 Notes outstanding is US\$350,000,000;
- (14) The New York law-governed 6.63% senior notes due January 2026 (the “**January 2026 Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the January 2026 Notes outstanding is US\$400,000,000;
- (15) The New York law-governed 6.70% senior notes due August 2026 (the “**August 2026 Notes,**” together with the March 2022 Notes, the April 2022 Notes, the June 2022 Notes, the August 2022 Notes, the September 2022 Notes, the March 2023 USD Notes, the March 2023 RMB Notes, the May 2023 Notes, the September 2023 Notes, the March 2024 Notes, the April 2024 Notes, the September 2024 Notes, the February 2025 Notes and the January 2026 Notes, the “**Existing Notes**”) issued by the Company. As at the date of this Term Sheet, the aggregate principal amount of the August 2026 Notes outstanding is US\$300,000,000;
- (16) *[Redacted]*;
- (17) *[Redacted]*;
- (18) *[Redacted]*;
- (19) *[Redacted]*;
- (20) *[Redacted]*; and
- (21) Other financial indebtedness of the Company that may be designated as Scheme In-Scope Debt by the Company in its sole discretion from time to time before the dispatch of the Explanatory Statement to Scheme Creditors (such other financial indebtedness, the “**Additional Scheme In-Scope Debt,**” and, the aggregate principal amount of the Additional Scheme In-Scope Debt, the “**Additional Amount**”). The Additional Amount shall not exceed *[Redacted]*.

*B. The Perpetual Securities*

- (22) The English law-governed senior perpetual capital securities issued by the Company (the “**Perpetual Securities**” and, together with the Existing Notes and the Existing Loans, the “**In-Scope Debts**”). As at the date of this Term Sheet, the aggregate principal amount of the Perpetual Securities outstanding is US\$200,000,000.

**Schedule II**  
**List of Specified Assets**

*[Redacted]*