

SOLICITATION PACKET

TJ SCHEME

THIS SOLICITATION PACKET IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

Scheme Creditors

Scheme Creditors are:

- (a) SJ Notes Scheme Creditors; and
- (b) Other Debt Scheme Creditors (including Lake Noteholders).

For the purpose of determining entitlement to vote at the Scheme Meeting (either in person or by proxy) and to receive the Consent Fee (if applicable) and the Scheme Consideration (in the form of TJ New Notes), 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 SJ Notes held in global form or global restricted form through the Clearing Systems as at the Voting Record Time (for the purposes of voting at the Scheme Meeting, or, if you are a Participating Creditor, determining your entitlements to the Consent Fee) or as at the Entitlement Record Time (for the purposes of determining your Entitlements to the 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 SJ Notes and the Indentures (an “**SJ Notes Scheme Creditor**”);
- an economic or beneficial interest as principal in the Lake Notes held in global form or global restricted form through the Clearing Systems as at the Voting Record Time (for the purposes of voting at the Scheme Meeting, or if you are a Participating Creditor, determining your entitlements to the Consent Fee) or as at the Entitlement Record Time (for the purposes of determining your Entitlements to the 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 Lake Notes and its indenture (a “**Lake Noteholder**”); or
- a legal interest as principal in any Other Debts (other than the Lake Notes) as at the Voting Record Time (for the purposes of voting at the Scheme Meeting, or if you are a Participating Creditor, determining your entitlement to the Consent Fee) or as at the Entitlement Record Time (for the purposes of determining your Entitlements the Scheme Consideration) (an “**Other Debt Scheme Creditor**”),

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

Unless otherwise agreed by the Company (i) the SJ Notes Trustee and the SJ Notes Depository in respect of the SJ Notes, (ii) the Lake Notes Trustee and Agent in respect of the Lake Notes, and (iii) the Existing Agents in respect of the applicable Other Debts, are also Scheme Creditors. However, they will not be entitled to vote at the Scheme Meeting (to avoid double counting), or to receive Scheme Consideration.

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 TJ Scheme. This Solicitation Packet sets out instructions and guidance for voting at the Scheme Meeting;
- second, in order to vote at the Scheme Meeting, and to receive the TJ New Notes and the Consent Fee (if applicable) if the TJ Scheme becomes effective in accordance with its terms, Scheme Creditors (other than Sanctions-Affected Scheme Creditors) are required to ensure that a validly completed Account Holder Letter (following valid submission of a Custody Instruction via the relevant Clearing System) located at Schedule 1 of this Solicitation Packet (if you are an SJ Notes Scheme Creditor or a Lake Noteholder), or a Proxy Form located at Schedule 2 of this Solicitation Packet and including supporting evidence of holding (if you are an Other Debt Scheme Creditor who is not a Lake Noteholder) submitted online to the Information Agent, via their respective Account Holder (if you are an SJ Notes Scheme Creditor or a Lake 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 TJ New Notes 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 and Proxy Form), and (if applicable) a Designated Recipient Form located at Appendix 1 (appended to each of the Account Holder Letter and 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 the RSA), you must include your valid Accession Code in your Account Holder Letter (and in the Custody Instruction if you are an SJ Notes Scheme Creditor or a Lake Noteholder) or Proxy Form (as applicable), and vote in favour of the TJ Scheme, 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 Scheme Meeting, Blocked Scheme Creditors are required to validly complete a Blocked Scheme Creditor Form located at Schedule 3 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 by the Voting Record Time.¹ 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 TJ Scheme 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 TJ Scheme and follow the instructions contained in this Solicitation Packet before completing the Account Holder Letter, the

¹ SJ Notes Scheme Creditors and Lake Noteholders who are Blocked Scheme Creditors do not need to submit a Custody Instruction because their SJ Notes or Lake 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.

Designated Recipient Form, the Distribution Confirmation Deed, the 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 19 of this Solicitation Packet, which summarises what each type of Scheme Creditor must do, and by when, in order to (i) vote at the TJ Scheme Meeting, (ii) receive 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 TJ New Notes and the Consent Fee (if applicable). To the extent that they do not already have such an account, all Other Debt 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 Proxy Form) as soon as possible, and, in any event, by the 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.

SJ Notes Scheme Creditors

The following section is applicable only to the SJ Notes Scheme Creditors.

Persons with an economic or beneficial interest as principal in the SJ Notes held in global form or global restricted form through the Clearing Systems as at the Entitlement Record Time will be entitled to receive scheme consideration pursuant to both the TJ Scheme and the linked and inter-conditional scheme of arrangement in the BVI proposed by SJ (the “**SJ Scheme**”).

To minimise the administrative burden of the SJ Notes Scheme Creditors who also qualify as scheme creditors under the SJ Scheme, such SJ Notes Scheme Creditors can file **a single set of forms** (as set out below) for the purposes of determining their entitlement to vote at the scheme meeting for the TJ Scheme (the “**Scheme Meeting**”) and the scheme meeting for the SJ Scheme (“**SJ Scheme Meeting**”) (either in person or by proxy) and to receive scheme consideration pursuant to both the SJ Scheme and the TJ Scheme.

A single set of the following documents (which are identical for the TJ Scheme and the SJ Scheme) can be submitted to the Information Agent (in respect of all Scheme Creditors, other than Sanctions-Affected Scheme Creditors) or GLAS (in respect of Blocked Scheme Creditors) pursuant to both the SJ Scheme and the TJ Scheme in either the present Solicitation Packet or the Solicitation Packet for the SJ Scheme by SJ Notes Scheme Creditors, provided that this is done by (i) the Voting Record Time, in order to vote on the TJ Scheme and the SJ Scheme; or (ii) the Bar Date for the SJ Scheme (which is earlier than the Bar Date for the TJ Scheme), in order to claim Scheme Consideration from the TJ Scheme and from the SJ Scheme:

- a validly completed Account Holder Letter located at Schedule 1 of this Solicitation Packet;
- a validly completed Distribution Confirmation Deed located at Appendix 2 to the Account Holder Letter;
- (if applicable) a Designated Recipient Form (located at Appendix 1 to the Account Holder Letter); and
- in relation to SJ Notes Scheme Creditors who are Blocked Scheme Creditors, a Blocked Scheme Creditor Form located at Schedule 3 of this Solicitation Packet.

An SJ Notes Scheme Creditor who submits the above forms (as applicable) after the Bar Date in the SJ Scheme but on or prior to the Bar Date in the TJ Scheme shall only be eligible to receive Scheme Consideration in the TJ Scheme (and not in the SJ Scheme).

If you are a Participating Creditor, you must include your valid Accession Code (in relation to the RSA for the TJ Scheme) in your Account Holder Letter and vote in favour of the TJ Scheme and the SJ Scheme, in order to receive the Consent Fee pursuant to the RSA for the TJ Scheme. This Solicitation Packet includes the forms of those documents, as well as instructions and guidance for how to complete them.

For the avoidance of doubt, if an SJ Notes Scheme Creditor validly completes and submits the applicable forms in accordance with this Solicitation Packet it need not complete any additional forms appended to the SJ Solicitation Packet.

For more detailed information with respect to SJ Notes Scheme Creditors pursuant to the SJ Scheme, please refer to the SJ Solicitation Packet.

Failure to complete the required documentation by the Voting Record Time or the Bar Date of the SJ Scheme

Failure by an SJ Notes Scheme Creditor to complete the documents set out above by the **Voting Record Time** will result in such SJ Notes Scheme Creditor being unable to vote at either the Scheme Meeting or SJ Scheme Meeting.

Separately, failure by an SJ Notes Scheme Creditor to complete the documents set out above by the **Bar Date** of the SJ Scheme will result in such SJ Notes Scheme Creditor's rights under the SJ Scheme being extinguished and that SJ Notes Scheme Creditor **shall not** be entitled to receive any scheme consideration pursuant to the SJ Scheme ("**SJ Scheme Consideration**").

Nonetheless, where an SJ Notes Scheme Creditor fails to complete the required documentation (as set out above) by the Bar Date of the SJ Scheme, such SJ Notes Scheme Creditor will still be entitled to receive Scheme Consideration pursuant to the TJ Scheme provided that such SJ Notes Scheme Creditor submits the Account Holder Letter, Distribution Confirmation Deed and (if applicable) Designated Recipient Form by the Bar Date for the TJ Scheme in order to receive Scheme Consideration in the TJ Scheme on the Final Distribution Date.

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 directly receive the Consent Fee (if applicable) or any TJ New Notes 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 Consent Fee (if applicable) and TJ New Notes at a later date upon the lifting of Applicable Sanctions subject to the terms of the TJ Scheme. 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, Other Debt Scheme Creditors (excluding Lake Noteholders) 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 SJ Notes Scheme Creditors or Lake 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 Holding Period Custody Instruction Deadline, when the SJ Notes Scheme Creditors or Lake 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 TJ Scheme or to receive 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 Form² by email to GLAS at lm@glas.agency by:

² 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.

- the Voting Record Time in order to vote on the TJ Scheme or to receive the Consent Fee (if applicable);
- the Bar Date in order to be eligible to receive Scheme Consideration on the Final Distribution Date or from the Successor Escrow Agent, once Applicable Sanctions in respect of Blocked Scheme Creditors have lifted.

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

In order to vote on the TJ Scheme, 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 3 of this Solicitation Packet and should be submitted to GLAS by email at lm@glas.agency by the Voting Record Time, which is 5:00 p.m. Hong Kong time on 23 August 2023.

For further questions on how to complete or submit a Blocked Scheme Creditor Form, please contact GLAS at 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 Bar Date specified above will mean that that Blocked Scheme Creditor will receive no Scheme Consideration or Consent Fee (if applicable), and its rights under the TJ Scheme shall be extinguished, and it will not be entitled to receive any Residual New Instruments or Blocked Assets (as applicable) under the TJ Scheme.

What happens to the Scheme Consideration 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) or the Scheme Consideration on the Restructuring Effective Date due to Applicable Sanctions. Instead, on the Restructuring Effective Date, any Scheme Consideration which does not form part of the Initial Distribution to SJ Notes Scheme Creditors, and the Consent Fee (if applicable) will instead be paid to the Holding Period Trustee to be held on trust for Scheme Creditors in the Holding Period Trust until the Final Distribution Date or the date on which the Holding Period expires.

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 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 – which will be transferred from the Holding Period Trust to the Successor Escrow Account on the Final Distribution Date; and
- 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 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 Scheme Consideration 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 (*Assignments or transfers of Scheme Claims*) of the TJ Scheme, (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 SJ Notes or Lake 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 Bar Date, 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 Bar Date, following which the former Blocked Scheme Creditor shall be issued Scheme Consideration in accordance with the process for Scheme Creditors 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 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 TJ Scheme, 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 Scheme Consideration or Consent Fee (if applicable) from the Holding Period Trust or the Successor Escrow Account (as applicable).

While a Blocked Scheme Creditor will be unable to receive their Scheme Consideration 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 TJ Scheme. The fact that the Blocked Scheme Creditors cannot receive their Scheme Consideration 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 TJ Scheme 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 (*Explanation of the Scheme*) 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 37 (*Notice*) to the TJ Scheme to bring its status as a Sanctioned Scheme Creditor to the attention of the Company on or before the Bar Date. Any Sanctioned Scheme Creditor that fails to comply with this requirement shall have its rights under the TJ Scheme extinguished, including any right which it may have to receive Scheme Consideration under the TJ Scheme.

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 Bar Date will mean that that Scheme Creditor will receive no

Scheme Consideration, and its rights under the TJ Scheme shall be extinguished, and it will not be entitled to receive any Residual New Instruments or Blocked Assets (as applicable) under the TJ Scheme.

Please refer to the relevant table in the Actions to Be Taken – Documents and Deadlines section from page 19 of this Solicitation Packet, which summarises what each type of Scheme Creditor must do, and by when, in order to (i) vote at the Scheme Meeting, (ii) receive 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 Meeting and to receive their Entitlement to the 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 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 by the Voting Record Time in order to vote on the TJ Scheme. In any event, all Blocked Scheme Creditors must ensure that a validly completed Blocked Scheme Creditor Form is submitted to GLAS by the Bar Date, failing which their Entitlement to Scheme Consideration will be extinguished, and it will not be entitled to receive any Residual New Instruments or Blocked Assets (as applicable) under the TJ Scheme.

On the Restructuring Effective Date, any Scheme Consideration which has not been distributed to SJ Notes Scheme Creditors as part of their Initial Distribution and the Consent Fee (if applicable) will be paid to the Holding Period Trustee to be held on trust 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 that they submit the required documents (as explained in this Solicitation Packet) to the Information Agent via the Portal prior to the 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 Scheme Consideration and, if applicable, the Consent Fee to which Blocked Scheme Creditors may be entitled in accordance with the terms of the RSA, the TJ Scheme, and Applicable Sanctions) for the Blocked Scheme Creditors who have submitted a validly completed Blocked Scheme Creditor Form together with supporting evidence to GLAS by the 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 Creditors will be given a reasonable period of time thereafter to recover its Entitlement to the Scheme Consideration 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 on the Company's website and/or through other such public medium as may be appropriate at that time.

- **Custody Instruction Deadline** (for SJ Notes Scheme Creditors and Lake Noteholders that are eligible, whether directly or through their custodian, to submit instructions through the Clearing Systems, ie who are not Sanctions-Affected Scheme Creditors): being 5:00 p.m. (Hong Kong time) on 21 August 2023. The Custody Instruction Deadline is the latest date and time to submit Custody Instructions³ to the relevant Clearing System to block the SJ Notes or the Lake Notes (as applicable) in order for such a Scheme Creditor to:
 - vote at the Scheme Meeting; and/or
 - in respect of SJ Notes Scheme Creditors (who are not Sanctions-Affected Scheme Creditors), receive the Initial Distribution of Scheme Consideration and any Consent Fee (if applicable) on the Restructuring Effective Date.
- 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 SJ Notes and the Lake Notes.
- **Voting Record Time:** being 5:00 p.m. (Hong Kong 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 purpose of voting at the Scheme Meeting, in particular:
 - (a) Each SJ Notes Scheme Creditor or Lake Noteholder (who is not a Sanctions-Affected Scheme Creditor) to give its instructions to the relevant Account Holder as to voting;
 - (b) Each Other Debt Scheme Creditor (other than Lake Noteholders) to submit the Proxy Form (including its voting instructions) to the Information Agent; and
 - (c) 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 Scheme Meeting) 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, Proxy Forms, and Blocked Scheme Creditor Forms (as applicable) for Participating Creditors (including Blocked Scheme Creditors) to be eligible to receive the Consent Fee.

- **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 22 August 2023 with a live video conference using dial-

³ If the Scheme Creditor is a Participating Creditor, its Custody Instruction must include its Accession Code.

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. Scheme Creditors who elect to attend the Scheme Meeting by video conference and have submitted the required Scheme Creditor Form will be able to vote (and to change their vote, if they so wish) at the Scheme Meeting. The Scheme Meeting will be immediately adjourned on its commencement to 6:00 p.m. (Hong Kong time) on 28 August 2023 (with the venue of the Scheme Meeting remaining the same), with any further adjournment as may be appropriate.

- **Scheme Effective Date:** means the date on which all of the Scheme Conditions in the TJ Scheme have been satisfied and the TJ Scheme becomes effective, as specified in the Scheme Effective Date Notice.
- **SJ RED Distribution Deadline:** means 14 calendar days after the Scheme Effective Date of the TJ Scheme. This is the latest date and time for SJ Notes Scheme Creditors to submit the Scheme Creditor Forms to receive an Initial Distribution of Scheme Consideration in the TJ Scheme on the Restructuring Effective Date.
- **Bar Date (SJ Scheme):** means 14 calendar days after the Scheme Effective Date of the SJ Scheme. This is the latest time for SJ Notes Scheme Creditors to submit the Scheme Creditor Forms to receive Scheme Consideration in the SJ Scheme.
- **Restructuring Effective Date:** being the date on which each of the Restructuring Effective Date Conditions set out in Schedule 3 of the TJ Scheme 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 receive Scheme Consideration is determined.⁴ Only Scheme Creditors who hold an interest in the Existing Debts as at the Entitlement Record Time will be entitled to receive Scheme Consideration.

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

- the Initial Distribution of Scheme Consideration will be issued by the Company to SJ Notes Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) who have submitted a validly completed Account Holder Letter, Distribution Confirmation Deed, and Designated Recipient Form (if applicable), by the SJ RED Distribution Deadline;
- any remaining Scheme Consideration which does not form part of the Initial Distribution of Scheme Consideration to SJ Notes Scheme Creditors (who are not Sanctions-Affected Scheme Creditors) will be issued by the Company to the Holding Period Trustee; and
- the Consent Fee will be paid by the Company to Eligible Participating Creditors (who are not Sanctions-Affected Scheme Creditors) who have satisfied the

⁴ For the avoidance of doubt, this shall not prevent the Valuation and Adjudication Procedure for the Lake Noteholders taking place after the Restructuring Effective Date and/or taking into account prevailing 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.

conditions for receiving the Consent Fee as specified in this Solicitation Packet, including voting in favour of the TJ Scheme and (if applicable) the SJ Scheme.

- **Bar Date (TJ Scheme):** means the date which is approximately 135 days after the Restructuring Effective Date of the TJ Scheme.

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 Scheme Consideration on the Final Distribution Date or, for Blocked Scheme Creditors only, to be entitled to receive their Scheme Consideration 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:

- (a) For SJ Notes Scheme Creditors or Lake 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 Bar Date (in addition, the Custody Instruction must be submitted by any SJ Notes Scheme Creditors or Lake Noteholders who did not submit a Custody Instruction by the Custody Instruction Deadline, by the Holding Period Custody Instruction Deadline in order to receive Scheme Consideration on the Final Distribution Date;
- (b) For Other Debt Scheme Creditors (who are not Lake Noteholders): The Proxy Form (including any supporting documentation as to the Other Debt 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 by the Bar Date; and
- (c) For Blocked Scheme Creditors: The Blocked Scheme Creditor Form (including any supporting documentation as to the Blocked Scheme Creditor's identity, its status as a Scheme Creditor, and the value of its holding) by the Bar Date.

Failure by a Scheme Creditor (including Blocked Scheme Creditors) to submit the required documents set out in this Solicitation Packet by the Bar Date will mean that that Scheme Creditor will receive no Scheme Consideration, and its rights under the TJ Scheme shall be extinguished, and it will not be entitled to receive any Scheme Consideration or any Blocked Assets (as applicable) under the TJ Scheme.

- **Holding Period (TJ Scheme):** 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 (TJ Scheme):** means 5:00 pm (Hong Kong time) on the date five (5) Business Days prior to the Bar Date of the TJ Scheme.

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 in the TJ Scheme on the Final Distribution Date. The Holding Period Custody Instruction Deadline is only relevant to SJ Notes Scheme Creditors or

Lake 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.

- **Final Distribution Date:** being the final date on which the Scheme Consideration in the TJ Scheme shall be distributed to Scheme Creditors (that are not Sanctions-Affected Scheme Creditors) that are entitled to a portion of the Residual New Instruments, in accordance with the terms of the TJ Scheme and Restructuring Documents within 30 calendar days after 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.

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

- the Scheme Consideration will be distributed to Other Debt Scheme Creditors and to SJ Notes Scheme Creditors who submit their Scheme Creditor Forms after the SJ RED Distribution Deadline and on or before the Bar Date; and
 - SJ Notes Scheme Creditors who received an Initial Distribution of Scheme Consideration on the Restructuring Effective Date shall receive any further Scheme Consideration to which they are entitled.
- **Longstop Date:** being 15 December 2023, unless extended pursuant to Clause 3.6 of the TJ Scheme.⁵
 - **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.

Voting at a Scheme Meeting

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

- If you are an SJ Notes Scheme Creditor or a Lake 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 SJ Notes or the Lake 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

⁵ In addition, Scheme Creditors who are Participating Creditors and vote in favour of the TJ Scheme will be treated as having waived the performance of the obligations (pursuant to clause 3.1 (f) of the RSA) by any 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 submits a Blocked Scheme Creditor Form in accordance with the terms of the TJ Scheme, the Explanatory Statement and this Solicitation Packet.

Voting Record Time. SJ Notes Scheme Creditors and Lake 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 an Other Debt Scheme Creditor that is not a Lake Noteholder, please ensure that you validly complete, execute and submit the 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 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 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, Proxy Form or Blocked Scheme Creditor Form (each as applicable).
- Please note that pursuant to the terms of the RSA, each Participating Creditor must vote, or cause to be voted, the entirety of its Eligible Restricted Debts in favour of the TJ Scheme at the Scheme Meeting in order to be eligible to receive the Consent Fee.

Entitlement to receive the TJ New Notes

Failure by a Scheme Creditor (including Blocked Scheme Creditors) to submit the required documents set out in this Solicitation Packet by the Bar Date will mean that that Scheme Creditor will receive no Scheme Consideration, and its rights under the TJ Scheme shall be extinguished, and it will not be entitled to receive any TJ New Notes or Blocked Assets (as applicable) under the TJ Scheme.

Please refer to the relevant table in the Actions To Be Taken – *Documents and Deadlines* section from page 19 of this Solicitation Packet, which summarises what each type of Scheme Creditor must do, and by when, in order to (i) vote at the Scheme Meeting, (ii) receive Scheme Consideration and (if applicable) the Consent Fee, and (iii) (if applicable) appoint a Designated Recipient.

In summary, the necessary documentation is:

- For SJ Notes Scheme Creditors or Lake 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 Other Debt Scheme Creditors (that are not Lake Noteholders): The 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 that they submit the required documents (as explained in this Solicitation Packet) to the Information Agent via the Portal prior to the Bar Date in order to claim their TJ New Notes from the Holding Period Trustee prior to the date on which the Holding Period expires and to receive any other Scheme Consideration on the Final Distribution Date.

SJ Notes Scheme Creditors (excluding Sanctions-Affected Scheme Creditors)

If you are an SJ Notes Scheme Creditor 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 SJ 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 **SJ RED Distribution Deadline** to receive the Initial Distribution on the Restructuring Effective Date.

An SJ Notes Scheme Creditor 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 and will instead receive Scheme Consideration on the Final Distribution Date (subject to the requirements immediately below).

Those SJ Notes Scheme Creditors will only be able to receive their allocation of TJ New Notes 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 **Bar Date** as well as the relevant Custody Instruction submitted via the relevant Clearing System by the **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. Failure to do so will mean that such SJ Notes Scheme Creditors will not receive any Scheme Consideration, and their rights under the TJ Scheme shall be extinguished.

Lake Noteholders (excluding Sanctions-Affected Scheme Creditors)

If you are a Lake 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 Final Distribution Date, please ensure that:

- the relevant Custody Instruction (which blocks the Lake Notes in the relevant Clearing System) is submitted via the relevant Clearing System prior to the **Holding Period Custody Instruction Deadline** (and in any event prior to submitting an Account Holder Letter);⁶ 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 **Bar Date** to receive Scheme Consideration on the Final Distribution Date.

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

Other Debt Scheme Creditors (except for Lake Noteholders)

If you are an Other Debt Scheme Creditor that is not a Lake Noteholder in order to receive Scheme Consideration on the Final Distribution Date, please ensure that the 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 **Bar Date** to receive Scheme Consideration.

An Other Debt Scheme Creditor who fails to submit the required documents to the Information Agent by the Bar Date will not receive any Scheme Consideration, and its rights under the TJ Scheme shall be extinguished and such Other Debt Scheme Creditor shall not be entitled to receive any TJ New Notes under the TJ Scheme.

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, any Scheme Consideration which does not form part of the Initial Distribution to SJ Notes Scheme Creditors and the Consent Fee (if applicable) will be paid to the Holding Period Trustee to be held on trust for Scheme Creditors 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

⁶ For the avoidance of doubt, a Lake Noteholder who has a Custody Instruction submitted prior to the Custody Instruction Deadline is not required to file a further Custody Instruction before the Holding Period Custody Instruction Deadline.

Assets for the Blocked Scheme Creditors who have submitted a validly completed Blocked Scheme Creditor Form together with supporting evidence to GLAS by the 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 – 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

Entitlement to receive the Consent Fee (if applicable)

If you are a Scheme Creditor who acceded to the 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 TJ Scheme at the Scheme Meeting prior to the **Voting Record Time** in order to receive the Consent Fee (if applicable) on the Restructuring Effective Date.

- If you are an SJ Notes Scheme Creditor or a Lake 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 TJ Scheme 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 an Other Debts Scheme Creditor (who is not a Lake Noteholder), you must ensure that you have submitted to the Information Agent via the Portal:
 - the validly completed, executed and returned Proxy Form in accordance with the instructions set forth therein (including your voting instruction voting in favour of the TJ Scheme 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 Scheme Meeting. They are only required to complete the relevant form, in which they can appoint either the Chairperson of the Scheme Meeting 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 Bar Date, and vote in favour of the TJ Scheme (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, such Blocked Scheme Creditors' Consent Fee, if applicable, 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 TJ Scheme (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 the Scheme Consideration and the Consent Fee 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. AS SUCH, FOR ALL TRADES SETTLING AFTER THE ENTITLEMENT RECORD TIME, PERSONS ACQUIRING INTERESTS IN THE SJ NOTES, THE LAKE NOTES, OR THE OTHER DEBTS WILL NEED TO MAKE ARRANGEMENTS WITH THE RELEVANT SCHEME CREDITORS AS AT THE ENTITLEMENT RECORD TIME IN ORDER TO OBTAIN ANY ENTITLEMENT TO THE SCHEME CONSIDERATION. 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 TJ SCHEME IF IT BECOMES 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 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

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

Attention: Liability Management Team

EMAIL FOR SUBMITTING BLOCKED SCHEME CREDITOR FORMS

GLAS Specialist Services Limited

Email: lm@glas.agency

Attention: Liability Management Team

**FOR COMPANY ANNOUNCEMENTS REGARDING THE TJ SCHEME
(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>

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1. ACTIONS TO BE TAKEN – DOCUMENTS AND DEADLINES

Summary Tables for Scheme Creditors

These tables set out what each type of Scheme Creditor must do, and by when, in order to (i) vote at the Scheme Meeting, (ii) receive Scheme Consideration and the Consent Fee (if applicable), and (iii) (if applicable) appoint a Designated Recipient.

Notwithstanding the various deadlines set out below, all Scheme Creditors (including Blocked 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 an SJ NOTES SCHEME CREDITOR

Action	Actions to be taken ⁷	Deadline
<p>For SJ Notes Scheme Creditors who are not Sanctions-Affected Scheme Creditors:</p> <p>To vote at the Scheme Meeting</p> <p><i>(please also see below required actions to receive the Scheme Consideration and the Consent Fee (if applicable))</i></p>	<ul style="list-style-type: none"> • Custody Instruction 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). 	<ul style="list-style-type: none"> • <u>Custody Instruction Deadline (5.00 p.m. Hong Kong time on 21 August 2023)</u>⁸
	<ul style="list-style-type: none"> • Parts 1 and 2 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 	<ul style="list-style-type: none"> • <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>
<p>For SJ Notes Scheme Creditors who are Blocked Scheme Creditors:</p> <p>To vote at the Scheme Meeting</p>	<ul style="list-style-type: none"> □ Sections 2 to 5 of the Blocked Scheme Creditor Form, including supporting evidence, your Accession Code (if you are a Participating Creditor), and your voting instructions, signed and validly submitted to GLAS by email 	<ul style="list-style-type: none"> • <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>

⁷ In relation to SJ Notes 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.

⁸ SJ Notes Scheme Creditors who are not Sanctions-Affected Scheme Creditors are required to contact Account Holders/Intermediaries (where relevant) to ensure that their SJ 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 ⁷	Deadline
<p>For SJ Notes Scheme Creditors who <u>are not</u> Sanctions-Affected Scheme Creditors:</p> <p>To receive the Initial Distribution of Scheme Consideration on the Restructuring Effective Date</p>	<ul style="list-style-type: none"> • Custody Instruction to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter • Part 1 of the Account Holder Letter signed and validly submitted via the Portal • Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> • <u>Custody Instruction Deadline (5.00 p.m. Hong Kong time on 21 August 2023)</u> • <u>SJ RED Distribution Deadline, being the date which is 14 calendar days after the Scheme Effective Date</u>
<p>For SJ Notes Scheme Creditors who <u>are not</u> Sanctions-Affected Scheme Creditors:</p> <p>To receive the Consent Fee (if applicable) on the Restructuring Effective Date</p>	<ul style="list-style-type: none"> • Custody Instruction to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code • All parts of the Account Holder Letter (including your Accession Code, in addition to voting in favour of the TJ Scheme and other conditions) signed and validly submitted via the Portal • Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> • <u>Custody Instruction Deadline (5.00 p.m. Hong Kong time on 21 August 2023)</u> • <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>
<p>For SJ Notes Scheme Creditors who <u>are not</u> Sanctions-Affected Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive the</p>	<ul style="list-style-type: none"> • Custody Instruction to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code 	<ul style="list-style-type: none"> • <u>Custody Instruction Deadline (5.00 p.m. Hong Kong time on 21 August 2023)</u>

Action	Actions to be taken ⁷	Deadline
Initial Distribution of Scheme Consideration on the Restructuring Effective Date on your behalf	<ul style="list-style-type: none"> • Part 1 of the Account Holder Letter signed and validly submitted via the Portal • 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 • Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> • <u>SJ RED Distribution Deadline, being the date which is 14 calendar days after the Scheme Effective Date</u>
<p>For SJ Notes Scheme Creditors who <u>are not</u> Sanctions-Affected Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive the Consent Fee (if applicable) on your behalf on the Restructuring Effective Date</p>	<ul style="list-style-type: none"> • Custody Instruction to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter, including your Accession Code <input type="checkbox"/> All parts of the Account Holder Letter signed and validly submitted via the Portal <input type="checkbox"/> 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 <input type="checkbox"/> Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> • <u>Custody Instruction Deadline (5.00 p.m. Hong Kong time on 21 August 2023)</u> • <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>
<p>For SJ Notes Scheme Creditors who <u>are not</u> Sanctions-Affected Scheme Creditors:</p> <p>To receive Scheme Consideration on the Final Distribution Date (where the documents specified</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter 	<ul style="list-style-type: none"> • <u>Holding Period Custody Instruction Deadline, being the date which is 5 Business Days prior to the Bar Date</u>

Action	Actions to be taken ⁷	Deadline
<p>above to receive Scheme Consideration on the Restructuring Effective Date have not been submitted by the SJ RED Distribution Deadline)</p>	<ul style="list-style-type: none"> • Part 1 of the Account Holder Letter signed and validly submitted via the Portal • Distribution Confirmation Deed executed and submitted via the Portal 	<ul style="list-style-type: none"> • <u>Bar Date, being the date which is 135 days after the Restructuring Effective Date.</u>
<p>For SJ Notes Scheme Creditors who <u>are not</u> Sanctions-Affected Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive TJ New Notes on your behalf 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 SJ RED Distribution Deadline)</p>	<ul style="list-style-type: none"> • Custody Instructions to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter • Part 1 of the Account Holder Letter signed and validly submitted via the Portal • 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 • Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> • <u>Holding Period Custody Instruction Deadline, being the date which is 5 Business Days prior to the Bar Date</u> • <u>Bar Date, being the date which is 135 days after the Restructuring Effective Date.</u>

Action	Actions to be taken ⁷	Deadline
<p>For SJ Notes Scheme Creditors <u>who are</u> Blocked Scheme Creditors:</p> <p>To receive Scheme Consideration upon the Final Distribution Date or the lifting of Applicable Sanctions (whichever is later) from either:</p> <p><input type="checkbox"/> The Holding Period Trust, if within the Holding Period; or</p> <p><input type="checkbox"/> The Successor Escrow Account, if during the period of the Successor Escrow Account</p>	<ul style="list-style-type: none"> Sections 2, 3 and 4 of the Blocked Scheme Creditor Form, including supporting evidence, and the Accession Code (if relevant, in addition to voting in favour of the TJ Scheme and other conditions) signed and validly submitted to GLAS by email 	<ul style="list-style-type: none"> <u>Bar Date, being the date which is 135 days after the Restructuring Effective Date.</u>
<p>For SJ Notes Scheme Creditors who <u>are</u> 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"> 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 	<ul style="list-style-type: none"> <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>

Actions to be taken by a LAKE NOTEHOLDER

Action	Actions to be taken ⁹	Deadline
<p>For Lake Noteholders who are <u>not</u> Sanctions-Affected Scheme Creditors:</p> <p>To vote at the Scheme Meeting (<i>please also see below required actions to receive the Scheme Consideration</i>)</p>	<ul style="list-style-type: none"> Custody Instruction to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter 	<ul style="list-style-type: none"> <u>Custody Instruction Deadline (5.00 p.m. Hong Kong time on 21 August 2023)</u>¹⁰
	<ul style="list-style-type: none"> Parts 1 and 2 of the Account Holder Letter, including voting instructions, signed and validly submitted via the Portal 	<ul style="list-style-type: none"> <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>
<p>For Lake Noteholders who are Blocked Scheme Creditors:</p> <p>To vote at the Scheme Meeting</p>	<ul style="list-style-type: none"> Sections 2 to 6 of the Blocked Scheme Creditor Form, including supporting evidence and voting instructions, signed and validly submitted to GLAS by email 	<ul style="list-style-type: none"> <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>
<p>For Lake Noteholders who are <u>not</u> Sanctions-Affected Scheme Creditors:</p> <p>To receive the Scheme Consideration on the Final Distribution Date</p>	<ul style="list-style-type: none"> Custody Instruction to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter 	<ul style="list-style-type: none"> <u>Holding Period Custody Instruction Deadline, being the date which is 5 Business Days prior to the Bar Date</u>
	<ul style="list-style-type: none"> Part 1 of the Account Holder Letter signed and validly submitted via the Portal Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> <u>Bar Date, being the date which is 135 days after the Restructuring Effective Date.</u>

⁹ In relation to Lake 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.

¹⁰ Lake Noteholders who are not Sanctions-Affected Scheme Creditors are required to contact Account Holders/Intermediaries (where relevant) to ensure that their 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 ⁹	Deadline
<p>For Lake Noteholders who are <u>not</u> Sanctions-Affected Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive TJ New Notes on your behalf on the Final Distribution Date</p>	<ul style="list-style-type: none"> • Custody Instruction to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter <hr/> <ul style="list-style-type: none"> • Part 1 of the Account Holder Letter signed and validly submitted via the Portal • 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 • Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> • <u>Holding Period Custody Instruction Deadline, being the date which is 5 Business Days prior to the Bar Date</u> <hr/> <ul style="list-style-type: none"> • <u>Bar Date, being the date which is 135 days after the Restructuring Effective Date.</u>
<p>For Lake Noteholders who are <u>not</u> Sanctions-Affected Scheme Creditors:</p> <p>To receive the Consent Fee (if applicable) on the</p>	<ul style="list-style-type: none"> • Custody Instruction to be submitted via the Clearing Systems prior to the submission of the Account Holder Letter 	<ul style="list-style-type: none"> • <u>Custody Instruction Deadline (5.00 p.m. Hong Kong time on 21 August 2023)¹¹</u>

¹¹ Lake Noteholders who are not Sanctions-Affected Scheme Creditors are required to contact Account Holders/Intermediaries (where relevant) to ensure that their 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 ⁹	Deadline
<p>Restructuring Effective Date</p>	<ul style="list-style-type: none"> • All parts of the Account Holder Letter (including your Accession Code, in addition to voting in favour of the TJ Scheme and other conditions) signed and validly submitted via the Portal • Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> • <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>
<p>For Lake Noteholders who are Blocked Scheme Creditors:</p> <p>To receive the 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"> • The Holding Period Trust, if within the Holding Period; or • The Successor Escrow Account, if during the period of the Successor Escrow Account 	<ul style="list-style-type: none"> • Sections 2, 3 and 4 of the Blocked Scheme Creditor Form, including supporting evidence submitted to GLAS, and the Accession Code (if relevant) signed and validly submitted to GLAS by email 	<ul style="list-style-type: none"> • <u>Bar Date, being the date which is 135 days after the Restructuring Effective Date.</u>

Action	Actions to be taken ⁹	Deadline
<p>For Lake Noteholders who are Blocked Scheme Creditors:</p> <p>To receive the Consent Fee (if applicable) upon the Final Distribution Date or the lifting of Applicable Sanctions (whichever is later) from either:</p> <ul style="list-style-type: none"> • The Holding Period Trust, if within the Holding Period; or • The Successor Escrow Account, if during the period of the Successor Escrow Account 	<ul style="list-style-type: none"> • Sections 2, 3 and 4 of the Blocked Scheme Creditor Form, including supporting evidence submitted to GLAS, and the Accession Code (if relevant) signed and validly submitted to GLAS by email 	<ul style="list-style-type: none"> • <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>

Actions to be taken by an OTHER DEBT SCHEME CREDITOR (but not a Lake Noteholder)

Action	Actions to be taken ¹²	Deadline
<p>For Other Debt Scheme Creditors who <u>are not</u> Sanctioned Scheme Creditors:</p> <p>To vote at the Scheme Meeting</p> <p><i>(please also see below required actions to receive the Scheme Consideration)</i></p>	<ul style="list-style-type: none"> • Sections 2 to 5 of the Proxy Form, including supporting evidence and voting instructions, signed and validly submitted via the Portal 	<ul style="list-style-type: none"> • <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>

¹² In relation to Other Debt Scheme Creditors who are not Lake Noteholders, all documents must be submitted to the Information Agent via the Portal.

Action	Actions to be taken ¹²	Deadline
<p>For Other Debt Scheme Creditors who are not Sanctioned Scheme Creditors:</p> <p>To receive Scheme Consideration on the Final Distribution Date</p>	<ul style="list-style-type: none"> Sections 2, 3 and 4 of the Proxy Form, including supporting evidence and voting instructions, signed and validly submitted via the Portal Distribution Confirmation Deed to be executed and validly submitted via the Portal 	<ul style="list-style-type: none"> <u>Bar Date, being the date which is 135 days after the Restructuring Effective Date.</u>
<p>For Other Debt Scheme Creditors who are not Sanctioned Scheme Creditors:</p> <p>To appoint a Designated Recipient to receive TJ New Notes on your behalf on the Final Distribution Date</p>	<ul style="list-style-type: none"> Sections 2, 3 and 4 of the Proxy Form signed and validly submitted via the Portal 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 Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> <u>Bar Date, being the date which is 135 days after the Restructuring Effective Date.</u>
<p>For Other Debt Scheme Creditors who are not Sanctioned Scheme Creditors:</p> <p>To receive the Consent Fee on the Restructuring Effective Date</p>	<ul style="list-style-type: none"> Sections 2 to 5 of the Proxy Form, including supporting evidence and Accession Code (in addition to voting in favour of the TJ Scheme and other conditions), signed and validly submitted via the Portal Distribution Confirmation Deed executed and validly submitted via the Portal 	<ul style="list-style-type: none"> <u>Voting Record Time (5.00 p.m. Hong Kong time on 23 August 2023)</u>

2. GENERAL GUIDANCE

2.1. Introduction

- (a) These instructions have been prepared to assist:
- (i) SJ Notes Scheme Creditors and Lake 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) Other Debt Scheme Creditors (that are not Lake Noteholders) in completing the Proxy Form located at Schedule 2 of this Solicitation Packet (in addition to the Designated Recipient Form (if applicable) at Appendix 1 to the Proxy Form, and the Distribution Confirmation Deed at Appendix 2 to the Proxy Form); and
 - (iii) Blocked Scheme Creditors in completing the Blocked Scheme Creditor Form located at Schedule 3 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 an SJ Notes Scheme Creditor or Lake Noteholder) or an Other Debt Scheme Creditor themselves, may complete in order to appoint a Designated Recipient to be the recipient of the TJ New Notes 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 an SJ Notes Scheme Creditor or a Lake Noteholder, or its Designated Recipient), or an Other Debt 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 TJ New Notes 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 TJ Scheme. 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 TJ Scheme. 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 TJ Scheme. 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 SJ Notes Trustee, 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 TJ Scheme. Scheme Creditors must rely on their own due diligence and their professional advisers in their decisions with respect to the TJ Scheme 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 TJ Scheme.
- (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 Proxy Form, the Blocked Scheme Creditor Form, the Explanatory Statement, the TJ Scheme 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 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 Proxy Form, and the Blocked Scheme Creditor Form), the Explanatory Statement, the TJ Scheme 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 Proxy Form, and the Blocked Scheme Creditor Form), the Explanatory Statement, the TJ Scheme 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 SJ Notes Trustee, 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, Proxy Form, or Blocked Scheme Creditor Form is completed, all Scheme Creditors are strongly advised to read the Explanatory Statement and the TJ Scheme set out at Schedule 4 (*The Scheme*) 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 TJ Scheme, should they wish to do so, by submitting a validly completed Blocked Scheme Creditor Form located at Schedule 3 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 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 TJ Scheme. 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 TJ Scheme. The Information Agent expresses no opinion on the merits of the TJ Scheme and the terms of the TJ New Notes. The Information Agent has not been involved in negotiating or determining the terms of the TJ Scheme and makes no representation that all relevant information has been disclosed to the Scheme Creditors in or pursuant to the TJ Scheme. 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 TJ Scheme, or any factual statements contained in, or the effect or effectiveness of, the TJ Scheme.

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 TJ Scheme 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 TJ Scheme 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 TJ Scheme. 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 TJ Scheme, save for any liability resulting from the Information Agent's own fraud, wilful default or wilful misconduct.

2.2. Voting at the Scheme Meeting

- (a) Before the TJ Scheme can become effective and binding on the Company and the Scheme Creditors, a simple majority in number 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 Scheme Creditors present and voting at the Scheme Meeting either in person or by proxy must vote to approve the TJ Scheme.
- (b) A Scheme Creditor will be entitled to vote at the Scheme Meeting provided it has submitted (or it has had submitted on its behalf) a validly completed Account Holder Letter, Proxy Form, or Blocked Scheme Creditor Form, as applicable, in accordance with the instructions contained herein, by the Voting Record Time. For SJ Notes Scheme Creditors and Lake Noteholders who are not Sanctions-Affected Scheme Creditors, a Custody Instruction must also have been submitted in respect of such Scheme Creditors' SJ Notes and Lake Notes (as

applicable) by the Custody Instruction Deadline (see [paragraph 3.2](#) hereof for further details).

- (c) The Scheme Meeting to consider and, if thought fit, approve the TJ Scheme has been ordered by the Hong Kong Court to 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 22 August 2023. The Scheme Meeting will be immediately adjourned on its commencement to 6:00 p.m. (Hong Kong time) on 28 August 2023 (with the venue of the 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 Scheme Meeting (if you are not a Sanctions-Affected Scheme Creditor). SJ Notes Scheme Creditors who are Blocked Scheme Creditors must request dial-in details from GLAS at lm@glas.agency. Scheme Creditors who elect to attend the Scheme Meeting by video conference and have submitted the required Scheme Creditor Forms will be able to vote (and to change their vote, if they so wish) at the Scheme Meeting.
- (d) The Chairperson of the Scheme Meeting shall be Mr Patrick Cowley of KPMG, or failing him, another representative of KPMG nominated by him. Formal notice of the Scheme Meeting is set out in Schedule 5 (*Notice of the Scheme Meeting*) to the Explanatory Statement.
- (e) The date referred to in [paragraph 2.2\(c\)](#) above assume that the Scheme Meeting will not be adjourned or delayed.

2.3. Process and deadline for voting at the Scheme Meeting

- (a) Voting on the TJ Scheme will take place at the Scheme Meeting by Scheme Creditors appearing in person, by a duly authorised representative or by proxy as explained in more detail in [paragraph 4](#) below.
- (b) For voting purposes, a Scheme Creditor must ensure that:
 - (i) If it is an SJ Notes Scheme Creditor or Lake Noteholder that is not a Sanctions-Affected Scheme Creditor, its Custody Instruction 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 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 an Other Debt Scheme Creditor (that is not a Lake Noteholder), its Proxy Form, together with supporting evidence and its voting instruction, is validly submitted prior to the **Voting Record Time**; and
 - (iii) 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 TJ AHG; or
 - (ii) (without prejudice to the foregoing) if the TJ AHG does not hold the Minimum TJ 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 2.3(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, Proxy Form, or Blocked Scheme Creditor Form, as applicable, by the Voting Record Time; and/or
 - (ii) in the case of an SJ Notes Scheme Creditor or Lake 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 SJ Notes or Lake 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 or 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, from or on behalf of that Scheme Creditor will, subject to the Chairperson's discretion, be disregarded for the purposes of voting at the Scheme Meeting and the relevant Scheme Creditor will not be entitled to vote on the TJ Scheme at the Scheme Meeting.

- (e) The Chairperson of the Scheme Meeting will be entitled, in their sole discretion, to permit a Scheme Creditor in respect of which a completed Account Holder Letter, Proxy Form or Blocked Scheme Creditor Form (as applicable) has not been delivered prior to the Voting Record Time to vote at the Scheme Meeting 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.

2.4. 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 Scheme Meeting (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 SJ Notes Scheme Creditors or Other Debt Scheme Creditors, a value equal to the sum of (i) the outstanding principal amount or (in the case of a put option) price amount of the relevant Existing Debts 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 the SJ Notes and Lake Notes in which each SJ Notes Scheme Creditor and Lake Noteholder held an economic or beneficial interest as principal at the Voting Record Time, each determined in accordance with the typical calculations of the SJ Notes Trustee or the Lake Notes Trustee and Agent, 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 the Other Debts (save for the Lake Notes), subject to paragraph 2.4(c) 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 without deducting any amount for the value of the Excluded Liabilities and Excluded Collateral; and
 - (iv) in respect of an Other Debt relating to a put option, without deducting any amount for the value of any securities retained by the holder to which the put option 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 SJ Notes Scheme Creditors, the Account Holder Letter submitted by or on behalf of each Scheme Creditor, in accordance with the calculation of the SJ 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 Lake Noteholders, the Account Holder Letter submitted by or on behalf of each Scheme Creditor, in accordance with the calculation of the Lake 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; and
 - (iii) For Other Debt Scheme Creditors (not Lake Noteholders), the 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 SJ Notes Scheme Creditors) promptly after receipt. Notwithstanding the foregoing, it is the responsibility of each Scheme Creditor to ensure that any Account Holder Letter (for Lake Noteholders) or Proxy Form (for Other Debt Scheme Creditors (not Lake Noteholders)) 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 SJ Notes or Lake 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 an SJ Notes 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 TJ Scheme.
- (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 Meeting, 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 Scheme Meeting should the Chairperson consider it appropriate to do so (in his or her sole discretion).
- (l) The Chairperson shall report to the Hong Kong Court at the Scheme Sanction Hearing, if so requested to by the Hong Kong 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' 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 Scheme Meeting with a recommendation that the vote contained therein be admitted as part of the overall vote on the TJ Scheme. 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 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 TJ Scheme, save for any liability resulting from GLAS' own fraud or wilful misconduct.
- (o) Subject to paragraph 2.4(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 Meeting 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) 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 Meeting.
- (q) The Chairperson shall have absolute discretion (in the absences of wilful default, wilful misconduct or fraud) to permit any Scheme Creditor to vote at the Scheme Meeting, notwithstanding that: (i) in the case of a Scheme Creditor that is not a Sanctions-Affected Scheme Creditor, the Account Holder Letter, or the 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 Meeting.

- (r) The Chairperson will collate the votes from each Scheme Creditor and will add the votes during the Scheme Meeting. The Chairperson will be responsible for counting the votes. The Chairperson shall then report to the Scheme Creditors as to whether the TJ Scheme have been approved.
- (s) Subject to any inherent jurisdiction of 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 Meeting.
- (t) 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 Meeting.

2.5. 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 of each Scheme Creditor (and/or their Designated Recipient, as applicable) under the TJ Scheme. 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 TJ Scheme.
- (b) Any assignee or transferee of a Scheme Creditor so recognised by the Company shall be bound by the terms of the TJ Scheme 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 TJ Scheme. None of the SJ Notes Trustee or the SJ Notes Paying and Transfer Agent and Registrar will be responsible for confirming SJ Notes Scheme Creditors as at the Voting Record Time or for monitoring, acknowledging or processing any assignments that occur after the Voting Record Time.
- (c) Other Debt Scheme Creditors are not prevented by the TJ Scheme from selling, assigning or transferring any Excluded Liability or Excluded Collateral after the Restructuring Effective Date. Where the Lake Notes are sold, assigned or transferred by a Lake Noteholder after the Restructuring Effective Date, the Lake Noteholder as at the Entitlement Record Time shall remain entitled to receive the Scheme Consideration pursuant to the terms of the TJ Scheme (rather than the assignee, purchaser or transferee of the Lake 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 TJ Scheme, and shall be taken into account for the purpose

of calculating the Assessed Value when determining the relevant Class C Scheme Creditor's Entitlement.

3. BLOCKING SJ NOTES AND LAKE NOTES AND UNDERTAKING NOT TO TRANSFER

3.1. General

The following steps apply only to SJ Notes Scheme Creditors and Lake Noteholders that are eligible to submit instructions via the Clearing Systems (i.e. not Sanctions-Affected Scheme Creditors).¹³

- (a) Please note that the Clearing System in which you (or your custodian) hold your SJ Notes or Lake 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 Scheme Meeting; 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; and/or
 - (iii) (if you are an SJ Notes Scheme Creditor) submit an Account Holder Letter by the SJ RED Distribution Deadline (if not already submitted before the Voting Record Time) in order to receive the Initial Distribution of TJ New Notes on the Restructuring Effective Date (in accordance with the terms of the TJ Scheme).
- (b) Subject to paragraph 3.1(k) below, an SJ Notes Scheme Creditor or a Lake Noteholder who procures the submission of an Account Holder Letter (to vote at the Scheme Meeting) 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 SJ Notes or Lake Notes (as applicable) by ensuring that its Account Holder follows the instructions set out in paragraph 3.2 below.
- (c) Subject to paragraph 3.1(k) below, an SJ Notes Scheme Creditor or a Lake Noteholder who procures the submission of an Account Holder Letter (to receive any TJ New Notes on the Final Distribution Date)

¹³ Blocked Scheme Creditors' SJ Notes and Lake 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.

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 SJ Notes or Lake Notes (as applicable) by ensuring that its Account Holder follows the instructions set out in paragraph 3.2 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 Scheme Meeting, (ii) receiving the Consent Fee on the Restructuring Effective Date or (iii) (in respect of SJ Notes Scheme Creditors) receiving the Initial Distribution of TJ New Notes on the Restructuring Effective Date (with the remainder being received on the Final Distribution Date) in accordance with the terms of the TJ Scheme. 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 3.2 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 TJ New Notes 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 3.2 below.
- (f) The SJ Notes and the Lake 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 SJ Notes or the Lake Notes (as applicable) in respect of which the Custody Instruction Reference Number has been obtained. It is the responsibility of Account Holders to (and SJ Notes Scheme Creditors or Lake 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 Holding Period Custody Instruction Deadline, and the Bar Date. As such, Account Holders should ensure that Euroclear or Clearstream (as applicable) have received Custody Instructions regarding the SJ Notes or the Lake Notes that are the subject of each Account Holder Letter and each SJ Notes Scheme Creditor or Lake 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) For the avoidance of doubt, all SJ Notes (even those in respect of which no Custody Instructions were given) will be blocked from trading by the Clearing Systems 5 (five) Business Days before the Restructuring Effective Date.
- (i) If the Restructuring Effective Date occurs before the Longstop Date, and the Restructuring Effective Date occurs in relation to the SJ Scheme, all of the SJ Notes will be cancelled in the Clearing Systems and will be irrevocably released and cancelled in full in accordance with the terms of the TJ Scheme and the SJ Scheme on the Restructuring Effective Date and thereafter will not be capable of being traded in the Clearing Systems.
- (j) Conversely, all Lake 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 Lake Notes (unlike the SJ Notes) are not being irrevocably released and cancelled on the Restructuring Effective Date – only the Company’s guarantees of the Lake Notes will be released and cancelled on the Restructuring Effective Date. Any Custody Instructions received in respect of the Lake Notes after the Restructuring Effective Date will not block the Lake Notes (as applicable), and will not prevent the Lake Notes (as applicable) from being transferred. Rather, any such Custody Instructions serve as a confirmation of the Person which held the Lake Notes (as applicable) as at the Entitlement Record Time.
- (k) Any Custody Instruction submitted by or on behalf of an SJ Notes Scheme Creditor or Lake Noteholder shall be irrevocable for all purposes in connection with the TJ Scheme unless and until the Company has provided an irrevocable instruction to the Information Agent in accordance with paragraph 3.1(l) below.
- (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 Lake Notes (to the extent that Custody Instructions have already been submitted in respect of those Lake Notes) within two (2) Business Days after the Restructuring Effective Date, to allow trading by the Clearing Systems in the Lake Notes after the Restructuring Effective Date;
 - (ii) the SJ Notes and the Lake Notes within two (2) Business Days after one of the circumstances below occurs:
 - (A) the TJ Scheme is not approved by the requisite majority of the Scheme Creditors of the Scheme Meeting (provided that such Scheme Meeting 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 TJ Scheme;

- (B) the Hong Kong Court not granting the Scheme Sanction Order at the hearing of the Hong Kong Court convened for such purpose and the Company has exhausted all avenues of appeal within or from the Hong Kong Court;
- (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 SJ Notes and/or the Lake Notes.

3.2. Procedure for blocking SJ Notes and the Lake Notes

- (a) An SJ Notes Scheme Creditor and a Lake Noteholder that procures submission of an Account Holder Letter (to vote at the Scheme Meeting and/or receive any TJ New Notes 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 SJ Notes or Lake 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 SJ Notes and Lake 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 Scheme Meeting or receiving the TJ New Notes 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 SJ Notes or Lake Notes (as applicable) may impose an earlier deadline for the submission of the Custody Instruction (whether to vote at the Scheme Meeting or to receive the TJ New Notes 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 Scheme Meeting; 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; and/or
- (iii) in respect of SJ Notes Scheme Creditors, submit an Account Holder Letter by the SJ RED Distribution Deadline in order to receive the Initial Distribution of TJ New Notes on the Restructuring Effective Date in accordance with the terms of the TJ Scheme,

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

3.3. 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 SJ Notes or Lake Notes held by that Account Holder will be “blocked” from trading until such time as the SJ Notes and Lake Notes are unblocked or, in the case of the SJ Notes, cancelled in accordance with paragraph 3.1 above.
- (b) By completion of the Account Holder Letter with inclusion of the Custody Instruction Reference Number, each SJ Notes Scheme Creditor and Lake 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 SJ Notes and Lake Notes until such time as the SJ Notes and Lake Notes are cancelled or unblocked in accordance with paragraph 3.1 above. Such undertaking will terminate (as applicable) immediately upon:
 - (i) the SJ Notes being cancelled and discharged on the Restructuring Effective Date in accordance with the terms of the TJ Scheme and the SJ Scheme; or
 - (ii) the SJ Notes and the Lake Notes being unblocked in accordance with paragraph 3.1 above.
- (c) For completeness, although they do not involve any blocking of notes as otherwise mentioned above in this section, by completing a Proxy Form, all such Other Debt Scheme Creditors (not Lake Noteholders) provide similar undertakings to the Company as the above – please refer to Section 4, paragraph 3(c) of the Proxy Form.

4. VOTING INSTRUCTIONS

4.1. General

- (a) In order to vote on the TJ Scheme, each Scheme Creditor must take the steps set out above at paragraph 2.3(b) of this Solicitation Packet.
- (b) For each of the documents listed at paragraph 2.3(b) (except for the Custody Instruction), a Scheme Creditor must indicate its decision to either vote for or against the TJ Scheme and, in respect of SJ Notes Scheme Creditors, the SJ Scheme.
- (c) Each SJ Notes Scheme Creditor and Lake 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 SJ Notes Scheme Creditors and Lake 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 SJ Notes Scheme Creditor or Lake 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 an SJ Notes Scheme Creditor or Lake 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 Other Debt Scheme Creditor (excluding Lake Noteholders) shall submit its 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 Debt Scheme Creditor to ensure that the Proxy Form contains sufficient information to allow the Information Agent to determine the Other Debt Scheme Creditor's identity, status as a Scheme Creditor, and the value of its holding.
- (f) Each Blocked Scheme Creditor shall submit its Blocked Scheme Creditor Form (including its voting instruction) to GLAS by email at

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.

- (g) 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, 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).
- (h) 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.
- (i) **Whilst the above only concerns voting at the Scheme Meeting, Scheme Creditors are strongly encouraged to complete their Scheme Creditor Forms as soon as possible (and by the Voting Record Time if possible).**

4.2. Completion and submission of an Account Holder Letter, Distribution Confirmation Deed, and (if applicable) a Designated Recipient Form by a Scheme Creditor (only by SJ Notes Scheme Creditors or Lake 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 TJ Scheme and the relevant SJ Notes Scheme Creditor and Lake

Noteholder will not, subject to the Chairperson's discretion, be entitled to vote at the Scheme Meeting.

- (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 SJ Notes Scheme Creditor or Lake 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 Meeting

- (d) In summary, each SJ Notes Scheme Creditor or Lake Noteholder may decide, among other things:
 - (i) to instruct the Chairperson as its proxy to cast a vote on behalf of such SJ Notes Scheme Creditor or Lake Noteholder at the Scheme Meeting 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 TJ Scheme Meeting in accordance with the wishes of such Scheme Creditor; or
 - (iii) to attend and vote at the Scheme Meeting 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 SJ Notes Scheme Creditor or Lake Noteholder is recommended to appoint a proxy (either the Chairperson or someone of its choice who would be willing to attend the Scheme Meeting) in any event, even if that SJ Notes Scheme Creditor or Lake Noteholder intends to attend and vote in person or, if a corporation, by a duly authorized representative, in case such SJ Notes Scheme Creditor or Lake Noteholder is unable to do so for some reason. An SJ Notes Scheme Creditor or Lake Noteholder who appoints a proxy will still be entitled to attend and vote at the Scheme Meeting 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 SJ Notes Scheme Creditor and Lake 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 SJ Notes or Lake Notes (as applicable) which are the subject of the Account Holder Letter, including the ISIN code, the principal amount of the SJ Notes or Lake 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 RSA, 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 TJ Scheme in Part 2 of the Account Holder Letter.
- (g) In addition, each SJ Notes Scheme Creditor and Lake 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 the TJ New Notes and 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 TJ New Notes and Consent Fee (if applicable), a completed and signed (by the Account Holder on behalf of the SJ Notes Scheme Creditor or Lake Noteholder, or if applicable, a Designated Recipient) Distribution Confirmation Deed at Appendix 2 to the Account Holder Letter.
- (h) Each SJ Notes Scheme Creditor or Lake 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 Bar Date 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 SJ Notes Scheme Creditors and Lake 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 SJ Notes Scheme Creditor or Lake Noteholder shall not be entitled to vote at the Scheme Meeting, except as may be permitted by the Chairperson in his/her sole discretion.
- (k) Whilst the above only concerns voting at the Scheme Meeting, Scheme Creditors are strongly encouraged to complete their forms as soon as possible (and by the Voting Record Time if possible).

4.3. Completion and submission of a Proxy Form, Distribution Confirmation Deed and (if applicable) a Designated Recipient Form (only by Other Debt Scheme Creditors who are not Lake Noteholders)

- (a) All 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 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 Debt Scheme Creditor shall not be entitled to vote at the Scheme Meeting, except as may be permitted by the Chairperson in his/her sole discretion.
- (b) Failure to validly complete a 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 TJ Scheme and the relevant Other Debt Scheme Creditor will not, subject to the Chairperson's discretion, be entitled to vote at the Scheme Meeting.
- (c) Failure by an Other Debt Scheme Creditor (excluding Lake Noteholders) who is a Participating Creditor to validly complete its 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 Debt Scheme Creditor (excluding Lake Noteholders) who is a Participating Creditor to include its valid Accession Code in its Proxy Form will mean that such Participating Creditor will not receive any Consent Fee.

Elections relating to the Scheme Meeting

- (d) In summary, each Other Debt Scheme Creditor (excluding Lake Noteholders) may decide, among other things:

- (i) to instruct the Chairperson as its proxy to cast a vote on behalf of such Other Debt Scheme Creditor at the Scheme Meeting in accordance with the wishes of such Other Debt Scheme Creditor; or
- (ii) to appoint someone else as its proxy to attend and cast a vote at the Scheme Meeting in accordance with the wishes of such Other Debt Scheme Creditor; or
- (iii) to attend and vote at the Scheme Meeting in person or, if a corporation, by a duly authorised representative,

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

- (e) Each Other Debt Scheme Creditor is recommended to appoint a proxy (either the Chairperson or someone of its choice who would be willing to attend the Scheme Meeting) in any event, even if that Other Debt Scheme Creditor intends to attend and vote in person or, if a corporation, by a duly authorised representative, in case such Other Debt Scheme Creditor is unable to do so for some reason. An Other Debt Scheme Creditor who appoints a proxy will still be entitled to attend and vote at the Scheme Meeting 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 Debt Scheme Creditor (excluding Lake Noteholders) should ensure that the following is included in the Proxy Form submitted by it or on its behalf:
 - (i) its identity and other information in Section 2 (*Details of the Other Debt Scheme Creditor*) of the Proxy Form;
 - (ii) the details of the Other Debt Scheme Creditor's interest in the Other Debts which are the subject of the Proxy Form, including the principal amount of the Other Debts the subject of the Proxy Form, and, for Participating Creditors that have previously signed or acceded to the RSA, the Accession Code in Section 3 (*Details of Holdings*) of the Proxy Form;
 - (iii) its affirmative confirmations in Section 4 (*Other Debt Scheme Creditor Confirmations*) of the Proxy Form; and
 - (iv) its voting instructions with respect to the TJ Scheme in Section 5 (*Voting instructions relating to the Scheme and Appointment of Proxy*) of the Proxy Form.

- (g) In addition, each Other Debt Scheme Creditor (excluding Lake Noteholders) should also submit:
 - (i) where they wish to appoint a Designated Recipient to receive their share of the TJ New Notes and Consent Fee (if applicable), a completed and signed Designated Recipient Form at Appendix 1 to the Proxy Form; and
 - (ii) in order to receive the New Instruments and Consent Fee (if applicable), a completed and signed (by the Other Debt Scheme Creditor and, if applicable, a Designated Recipient) Distribution Confirmation Deed at Appendix 2 to the Proxy Form.
- (h) Each Other Debt Scheme Creditor that submits, delivers or procures the delivery of a 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 Proxy Form.
- (i) Whilst the above only concerns voting at the Scheme Meeting, Scheme Creditors are strongly encouraged to complete their forms as soon as possible (and by the Voting Record Time if possible).

4.4. 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 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 Scheme Meeting, 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 any 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 TJ Scheme and the relevant Blocked Scheme Creditor will not, subject to the Chairperson's discretion, be entitled to vote at the Scheme Meeting.
- (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 Meeting

- (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 Scheme Meeting 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 Scheme Meeting in accordance with the wishes of such Blocked Scheme Creditor; or
 - (iii) to attend and vote at the Scheme Meeting 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 4 (*Voting instructions relating to the Scheme 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 Scheme Meeting) 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 Scheme Meeting 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 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 TJ Scheme 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 it wishes 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 TJ New Notes 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 Meeting, Blocked Scheme Creditors are strongly encouraged to complete their forms as soon as possible (and by the Voting Record Time if possible).**

4.5. Attending the Scheme Meeting

- (a) The Scheme Meeting will take place at the time described in paragraph 2.2(c) above.
- (b) A Scheme Creditor, its validly authorised representative (if a corporation), or its proxy may attend and vote at the Scheme Meeting 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 no 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).

Scheme Creditors who elect to attend the Scheme Meeting by video conference and have submitted the required Account Holder Letter,

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 Scheme Meeting.

- (c) A Scheme Creditor that is not a Sanctions-Affected Scheme Creditor, its validly authorised representative, or its proxy who wishes to attend and vote at the Scheme Meeting 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 Scheme Meeting.
- (d) A Blocked Scheme Creditor, its duly authorised representative, or its proxy who wishes to attend (but not vote) at the Scheme Meeting should contact GLAS for details to register and join the Scheme Meeting 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 Scheme Meeting.
- (e) Any Scheme Creditor or its proxy attending the Scheme Meeting, whether attending in person or via video conference, must produce a duplicate copy of the Account Holder Letter, 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 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 Scheme Meeting at the sole discretion of the Chairperson.
- (f) If a Scheme Creditor appoints the Chairperson as its proxy, there is no need for the Chairperson to take the Account Holder Letter, Proxy Form, or Blocked Scheme Creditor Form, as applicable, to the Scheme Meeting.

5. INSTRUCTIONS RELATING TO SCHEME CONSIDERATION

5.1. 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 TJ Scheme to receive (or have the Holding Period Trustee and/or the Successor Escrow Agent receive on its behalf, as applicable) a pro rata share of the Scheme Consideration, in respect of the value of its “**Entitlement**” relative to the Entitlement of all Scheme Creditors who claim Scheme Consideration. A Scheme Creditor’s Entitlement 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) An SJ Notes Scheme Creditor's Entitlement with respect to the TJ Scheme shall be calculated on a "**Deficiency Basis**" in accordance with the formula set out in Clause 12.2(a) of the TJ Scheme.
- (c) An Other Debt Scheme Creditor's Entitlement with respect to the TJ Scheme shall be calculated on a "**Deficiency Basis**" in accordance with the formula set out in Clause 12.2(b) of the TJ Scheme (including through the Valuation and Adjudication Procedure). All Other Debt Scheme Creditors (including Lake Noteholders) can, but are not required to, provide an indicative valuation of their "**Deficiency Claim**" when completing its Account Holder Letter, Proxy Form, or Blocked Scheme Creditor Form (as applicable). Any Other Debt Scheme Creditor that wishes to provide an indicative valuation of its Deficiency Claim must do so in its Account Holder Letter, 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 Lake Noteholder who is not a Sanctions-Affected Scheme Creditor).
- (d) An Other Debt 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 34 and 36 of the TJ Scheme.
 - (ii) in respect of a put option, the Assessed Value of any securities retained by the put option holder, to which the put option relates, as determined in accordance with the Valuation and Adjudication Procedure set out in Clauses 34 and 36 of the TJ Scheme.
- (e) In order to determine an Other Debt Scheme Creditor's Entitlement, an Other Debt Scheme Creditor's Deficiency Claim is calculated on the basis of the following formula:
 - (i) the value of the Other Debt Scheme Creditor's Scheme Claims calculated on a Full Accrued Claim Basis;
 - (ii) *minus* the Assessed Value of any Excluded Liabilities and Excluded Collateral, as determined in accordance with the Valuation and Adjudication Procedure; and
 - (iii) *minus* 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 34 and 36 of the TJ Scheme.

- (f) The Scheme Administrators and/or the Scheme Adjudicator may take any such indicative valuation of an Other Debt Scheme Creditor's Deficiency Claim into account when determining the valuation of such Other Debt Scheme Creditor's Entitlement 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 SJ Notes Scheme Creditors and Lake Noteholders who are not Sanctions-Affected Scheme Creditors, use the appropriate Account Holder Letter submitted by or on behalf of each SJ Notes Scheme Creditor or Lake Noteholder and based on the calculation of the SJ Notes Trustee (in respect of SJ Notes Scheme Creditors only), as verified against the books and records of the SJ Notes Depository (or its nominee) and/or the Clearing Systems in respect of the SJ Notes Scheme Creditors or the books and records of the depository (or its nominee) and/or the Clearing Systems of the Lake Notes in respect of the Lake Noteholders;
 - (ii) in respect of the Other Debt Scheme Creditors (not Lake Noteholders) who are not Sanctions-Affected Scheme Creditors, use the appropriate 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 Bar Date, or, in respect of SJ Notes Scheme Creditors who qualify to receive the Initial Distribution, by the SJ RED Distribution Deadline, to determine the value of the Scheme Claims of each Scheme Creditor for the purposes of calculating their Entitlement to the Scheme Consideration (in respect of Other Debt 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, 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 TJ Scheme 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).

5.2. Scheme Consideration

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.

SJ Notes Scheme Creditors

- (a) The date on which SJ Notes Scheme Creditors will receive the Scheme Consideration depends upon two factors:
 - (i) when they return their Custody Instructions, and validly completed Account Holder Letters, Distribution Confirmation Deeds and Blocked Scheme Creditor Forms (as applicable); and
 - (ii) whether they are Blocked Scheme Creditors.
- (b) In order to receive the Initial Distribution of Scheme Consideration on the Restructuring Effective Date, SJ Notes Scheme Creditors (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 2 of the Account Holder Letter, the Distribution Confirmation Deed and, if applicable, a Designated Recipient Form by the SJ RED Distribution Deadline;
- (c) In order to receive Scheme Consideration on the Final Distribution Date (but not the Initial Distribution on the Restructuring Effective Date), SJ Notes Scheme Creditors (who are not Blocked Scheme Creditors) must validly complete and submit a Custody Instruction by the Holding Period Custody Instruction Deadline (unless they have already submitted a valid Custody Instruction by the Custody Instruction Deadline), and Parts 1 and 2 of the Account Holder Letter, the

Distribution Confirmation Deed and, if applicable, a Designated Recipient Form by the Bar Date; and

- (d) In order to receive Scheme Consideration on the Final Distribution Date or 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 must validly complete and submit a Blocked Scheme Creditor Form together with supporting evidence to GLAS at lm@glas.agency by the Bar Date.
- (e) On the Restructuring Effective Date:
 - (i) the Initial Distribution will be distributed among those SJ Notes Scheme Creditors who satisfy the requirements set out above at (b) into the Clearing Systems accounts designated by those SJ Notes Scheme Creditors in their respective Account Holder Letters;
 - (ii) The Residual New Instruments (including the Blocked New Instruments) will be distributed to the securities accounts designated by the Holding Period Trustee. The Holding Period Trustee will hold the Residual New Instruments on trust for the Beneficiaries (as defined in the Holding Period Trust Deed) in accordance with the terms of the Holding Period Trust Deed, i.e. until the date on which the Holding Period expires; and
 - (iii) The other events which are set out in Clause 13 (*Initial Distribution*) of the TJ Scheme will take place.
- (f) On the Final Distribution Date:
 - (i) the Final Distribution will be distributed among those SJ Notes Scheme Creditors who are not Sanctions-Affected Scheme Creditors and who satisfy the requirements set out above at (c) or (d) into the Clearing Systems accounts designated by those SJ Notes Scheme Creditors in their respective Account Holder Letters;
 - (ii) in respect of Blocked Scheme Creditors who are SJ Notes Scheme Creditors who satisfy the requirements set out above at (d):
 - (A) 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
 - (B) 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 15 (*Final Distribution to Scheme Creditors*) of the TJ Scheme will take place.

Other Debt Scheme Creditors

- (g) Other Debt Scheme Creditors (including Lake Noteholders) 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.
- (h) In order 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 Other Debt Scheme Creditors must validly complete and submit a Blocked Scheme Creditor Form together with supporting evidence by the Bar Date.
- (i) On the Restructuring Effective Date:
 - (i) The Residual New Instruments (including the Blocked New Instruments) will be distributed to the securities accounts designated by the Holding Period Trustee. The Holding Period Trustee will hold the Residual New Instruments on trust for the Beneficiaries (as defined in the Holding Period Trust Deed) in accordance with the terms of the Holding Period Trust Deed, i.e. until claimed or the Holding Period Expiry Date; and
 - (ii) The other events which are set out in Clause 13 (*Initial Distribution*) of the TJ Scheme will take place.
- (j) In order to receive any Scheme Consideration on the Final Distribution Date, Other Debt 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 Lake Noteholder) or a Proxy Form (for all Other Debt Scheme Creditors), the Distribution Confirmation Deed (for all Other Debt Scheme Creditors, including Lake Noteholders) and, if applicable, a Designated Recipient Form by the Bar Date. Lake Noteholders must also submit a Custody Instruction by the Holding Period Custody Instruction Deadline (unless they have already submitted a valid Custody Instruction by the Custody Instruction Deadline). All Other Debt Scheme Creditors must specify in their respective Account Holder Letters or Proxy Forms (as applicable) the details of the Clearing Systems accounts into which the New Instruments will be distributed.

- (k) On the Final Distribution Date:
- (i) the Final Distribution will be distributed among those Other Debt Scheme Creditors who satisfy the requirements set out above at (j) into the Clearing Systems accounts designated by those Other Debt Scheme Creditors in their respective Account Holder Letters and Proxy Forms (as applicable),
 - (ii) in respect of Blocked Scheme Creditors who are Other Debt Scheme Creditors who satisfy the requirements set out above at (h):
 - (A) 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
 - (B) 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 15 (*Final Distribution to Scheme Creditors*) of the TJ Scheme will take place.

5.3. Consent Fee

- (a) Subject to clause 18 (*Consent Fee*) of the TJ Scheme, for those Participating Creditors who are Eligible Creditors (who are not Sanctions-Affected Scheme Creditors) and who vote in favour of the TJ 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 the Restructuring Effective Date by way of transfer to:
- (i) for any such SJ Notes Scheme Creditors and Lake Noteholders, the same Clearing Systems securities account in which the SJ Notes and Lake Notes (as applicable) were held at the Voting Record Time; and
 - (ii) for any such Other Debt Scheme Creditors (other than Lake Noteholders), the Clearing Systems securities account designated by such Participating Creditor in its Proxy Form,

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 or Proxy Form, as applicable) on the Restructuring Effective Date.

- (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 SJ Notes Scheme Creditors or Lake 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 TJ Scheme) 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
 - (ii) for any such Other Debt Scheme Creditors, validly completed and signed copies of Sections 2 to 5 of the Proxy Form (including its valid Accession Code and its voting instructions voting in favour of the TJ Scheme) 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 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.

5.4. 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 TJ New Notes on the Final Distribution Date (or, in respect of Blocked Scheme Creditors, to have their respective share of the TJ New Notes transferred to the Successor Escrow Agent if Applicable Sanctions remain in place on the Final Distribution Date).
- (b) The Bar Date for Scheme Creditors is the date which is approximately 135 days after the Restructuring Effective Date.
- (c) The necessary documentation is:
 - (i) For SJ Notes Scheme Creditors or Lake Noteholders who are not Sanctions-Affected Scheme Creditors: The Custody Instruction (to be submitted by the 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 Other Debt Scheme Creditors (excluding Lake Noteholders): The Proxy Form (including supporting documents as to the Other Debt 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
 - (iii) 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 TJ New Notes in accordance with the terms of the Holding Period Trust Deed and the TJ Scheme (as applicable) prior to the Bar Date (i.e. by validly completing and submitting the documents listed above at paragraph 5.4(a)), such Scheme Creditor's rights under the TJ Scheme shall be extinguished and that Scheme Creditor shall not be entitled to receive any TJ New Notes under the TJ Scheme.
- (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 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 TJ Scheme 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 and any Consent Fee.

5.5. Actions to be taken by Blocked Scheme Creditors

- (a) In order to vote at the Scheme Meeting 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) on 23 August 2023, by email to GLAS at lm@glas.agency.
- (b) For a Blocked Scheme Creditor to receive the Scheme Consideration on the Final Distribution Date, the Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Bar Date, by email to GLAS at lm@glas.agency.
- (c) Upon the lifting of Applicable Sanctions, such Blocked Scheme Creditors would cease to be considered Blocked Scheme Creditors for the purposes of the TJ Scheme, and then would be able to, and required to, validly complete and submit:
 - (i) If Applicable Sanctions are lifted prior to the 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; or
 - (ii) If Applicable Sanctions are lifted after the 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; 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).
- (d) 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 (*Assignments or Transfers of Scheme Claims*) of the TJ Scheme,
 - (ii) that such Blocked Scheme Creditor is either:
 - (A) entitled (whether directly or through a custodian) to submit instructions and settle through the Clearing Systems and that its interest in the SJ Notes or the Lake Notes (as applicable) is no longer subject to any restrictions by the Clearing Systems including as a result of Applicable Sanctions, or
 - (B) otherwise not subject to Applicable Sanctions, 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.

All Scheme Claims will be released on the Restructuring Effective Date in accordance with the terms and conditions of the TJ Scheme. Scheme Creditors who have their Consent Fee and any of their Scheme Consideration held in the Holding Period Trust may claim their Scheme Consideration and Consent Fee (if applicable) from the Holding Period Trustee if they complete the actions set out in this paragraph 5. However, if a Scheme Creditor fails to complete the actions set out in this paragraph 5 by the Bar Date, it will receive no Scheme Consideration, and its rights under the TJ Scheme shall be extinguished, and it will not be entitled to receive any TJ New Notes or Blocked Assets (as applicable) under the

TJ Scheme. Nevertheless, such Scheme Creditor's Scheme Claims shall be compromised irrevocably and it shall be bound by the releases under the TJ Scheme.

SCHEDULE 1

ACCOUNT HOLDER LETTER¹⁴

For use by Account Holders in respect of

13.0% senior notes due November 6, 2022 (ISIN: XS1903671854, Common Code: 190367185);

13.75% senior notes due November 6, 2023 (ISIN: XS1903671938, Common Code: 190367193);

11.5% senior notes due October 24, 2022 (ISIN: XS2109191986, Common Code: 210919198);

12.0% senior notes due October 24, 2023 (ISIN: XS2109192109, Common Code: 210919210);

(together, the “**SJ Notes**”)

issued by

Scenery Journey Limited 景程有限公司

(“**SJ**”)

and

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

in relation to TJ’s scheme of arrangement under Sections 670, 673 and 674 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the “**TJ Scheme**”) and in relation to SJ’s scheme of arrangement under Section 179A of the BVI Business Companies Act (as amended) (the “**SJ Scheme**”).

Capitalised terms used but not defined in this Account Holder Letter have the meaning given to them in the explanatory statement relating to the TJ Scheme issued by TJ on 31 July 2023, subject to any amendments or modifications made by the Hong Kong Court, or the explanatory statement relating to the SJ Scheme issued by SJ on 31 July 2023, subject to any amendments or modifications made by the BVI Court, as applicable (the “**Explanatory Statements**”).

The TJ Scheme and SJ Scheme will, if implemented, materially affect the Scheme Creditors of TJ and SJ. SJ Notes Scheme Creditors and Lake Noteholders who are not Sanctions-Affected Scheme Creditors must use this Account Holder Letter (by instructing their Account Holder if the SJ Notes Scheme Creditor or Lake Noteholder is not an Account Holder) to (a) register details of their interest in the SJ Notes or Lake Notes (as applicable); (b) if they wish, make certain elections in relation to the voting at the TJ Scheme Meeting and, if an SJ Notes Scheme Creditor, at the SJ Scheme Meeting; and (c) allow them to receive Scheme Consideration and

¹⁴ 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. SJ Notes Scheme Creditors and Lake Noteholders must note that paper Account Holder Letters will not be accepted by the Information Agent and will be circulated as a sample only.

the Consent Fee (if applicable) in accordance with the terms of the TJ Scheme and, if an SJ Notes Scheme Creditor, the SJ Scheme. The summary of this Account Holder Letter is set out below.

Key Dates

Notwithstanding the various deadlines set out below, all SJ Notes Scheme Creditors and Lake 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 SJ Notes Scheme Creditors and Lake 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 5:00 a.m. (BVI time) / 5:00 p.m. (Hong Kong time) on 21 August 2023. For the avoidance of doubt, this is the latest date and time to submit Custody Instructions¹⁵ to the relevant Clearing System to block the SJ Notes or the Lake Notes (as applicable) in order to:
 - vote at the TJ Scheme Meeting and, if an SJ Notes Scheme Creditor, the SJ Scheme Meeting; and/or
 - receive the Consent Fee (if applicable) on the Restructuring Effective Date.
- 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 SJ Notes and the Lake Notes.
- **Voting Record Time:** being 5:00 a.m. (BVI time) / 5:00 p.m. (Hong Kong time) on 23 August 2023. The Voting Record Time is 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 TJ Scheme Meeting and, if an SJ Notes Scheme Creditor, the SJ Scheme Meeting.
- **TJ Scheme Meeting:** unless adjourned as may be appropriate, to be held at being 8:00 p.m. (Hong Kong time) on 22 August 2023. The TJ Scheme Meeting will be immediately adjourned on its commencement to 6:00 p.m. (Hong Kong time) on 28 August 2023 (with the venue of the TJ Scheme Meeting remaining the same), with any further adjournment as may be appropriate.
- **SJ Scheme Meeting (for SJ Notes Scheme Creditors only):** unless adjourned as may be appropriate, to be held at 9:00 a.m. (BVI time) / 9:00 p.m. (Hong Kong time) on 22 August 2023. The SJ Scheme Meeting will be immediately adjourned on its commencement to 7:00 a.m. (BVI time) / 7:00 p.m. (Hong Kong time) on 28 August 2023 (with the venue of the SJ Scheme Meeting remaining the same), with any further adjournment as may be appropriate.

¹⁵ If the Scheme Creditor is a Participating Creditor, its Custody Instruction must include its Accession Code.

- **Scheme Effective Date:** means the date on which all of the Scheme Conditions in the TJ Scheme or the SJ Scheme, as applicable, have been satisfied and the TJ Scheme or the SJ Scheme (as applicable) become effective, as specified in the Scheme Effective Date Notice.
- **SJ RED Distribution Deadline (TJ Scheme):** means 14 calendar days after the Scheme Effective Date of the TJ Scheme. This is the latest time for SJ Notes Scheme Creditors to submit the Scheme Creditor Forms to receive an Initial Distribution of Scheme Consideration in the TJ Scheme on the Restructuring Effective Date.
- **Bar Date (SJ Scheme):** means 14 calendar days after the Scheme Effective Date of the SJ Scheme. This is the latest time for SJ Notes Scheme Creditors to submit the Scheme Creditor Forms to receive Scheme Consideration in the SJ Scheme.
- **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) in the TJ Scheme or the SJ Scheme, as applicable. The Restructuring Effective Date is also the **Entitlement Record Time**, being the date on which a Scheme Creditor's Entitlement to receive Scheme Consideration is determined.¹⁶ Only Scheme Creditors who hold an interest in the Existing Debts as at the Entitlement Record Time will be entitled to receive Scheme Consideration.
- **Longstop Date:** being 15 December 2023, unless extended pursuant to Clause 3.6 of the TJ Scheme or Clause 3.6 of the SJ Scheme.¹⁷
- **Holding Period (TJ Scheme):** 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 (TJ Scheme):** means five (5) Business Days prior to the Bar Date of the TJ Scheme. The Holding Period Custody Instruction Deadline is the latest date and time for delivery of Custody Instructions to the relevant Clearing System for blocking the SJ Notes or the Lake Notes (as applicable) for the purpose of an SJ Notes Scheme Creditor or Lake Noteholder receiving Scheme Consideration in the TJ Scheme on the Final Distribution Date (to the extent that such Scheme Creditors have not submitted a valid Custody Instruction by the Custody Instruction Deadline).
- **Bar Date (TJ Scheme):** means the date which is 135 days after the Restructuring Effective Date of the TJ Scheme.
- **Final Distribution Date (TJ Scheme):** being the final date on which the Scheme Consideration in the TJ Scheme shall be distributed to Scheme Creditors (that are not

¹⁶ For the avoidance of doubt, this shall not prevent the Valuation and Adjudication Procedure for the Lake Noteholders taking place after the Restructuring Effective and/or taking into account prevailing 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.

¹⁷ In addition, Scheme Creditors who are Participating Creditors and vote in favour of the TJ Scheme and, in respect of SJ Notes Scheme Creditors, the SJ Scheme, will be treated as having waived the performance of the obligations (pursuant to clause 3.1 (f) of the RSA) by any 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 relevant Scheme Creditor Forms in accordance with the terms of the TJ Scheme, the SJ Scheme (if applicable), the Explanatory Statement, the TJ Solicitation Packet and the SJ Solicitation Packet (if applicable).

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 TJ Scheme and Restructuring Documents within 30 calendar days after the completion of the Valuation and Adjudication Procedure. This date is to be designated by TJ 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 Distribution Date will be a date after the conclusion of the Valuation and Adjudication Procedure.

Failure by an SJ Notes Scheme Creditor or Lake Noteholder to submit the required documents set out in this Account Holder Letter by the relevant Bar Date specified above will mean that that such Scheme Creditor will receive no Scheme Consideration in the TJ Scheme and, in respect of the SJ Notes Scheme Creditors, the SJ Scheme, and its rights under the TJ Scheme and/or the SJ Scheme (as applicable) shall be extinguished, and it will not be entitled to receive any Scheme Consideration under the TJ Scheme and/or, in relation to SJ Notes Scheme Creditors, the SJ Scheme.

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:

- an SJ Notes Scheme Creditor to vote¹⁸ at the TJ Scheme Meeting and the SJ Scheme Meeting and to receive the Consent Fee (if applicable) on the Restructuring Effective Date; and
- a Lake Noteholder to vote¹⁹ at the TJ Scheme Meeting and to receive the Consent Fee (if applicable) on the Restructuring Effective Date.

To receive an Initial Distribution of the Scheme Consideration in the TJ Scheme on the Restructuring Effective Date, an SJ Notes Scheme Creditor must ensure the required Scheme Creditor Forms are submitted to and received by the Information Agent by the SJ RED Distribution Deadline. To receive any Scheme Consideration in the SJ Scheme, an SJ Notes Scheme Creditor must ensure the required Scheme Creditor Forms are submitted to and received by the Information Agent by the Bar Date in the SJ Scheme.

If an SJ Notes Scheme Creditor did not submit the required Scheme Creditor Forms by the SJ RED Distribution Deadline, to receive any Scheme Consideration in the TJ Scheme on the Final Distribution Date, an SJ Notes Scheme Creditor must ensure the required Scheme Creditor Forms are submitted to and received by the Information Agent by the Bar Date for the TJ Scheme.

To receive the Scheme Consideration in the TJ Scheme on the Final Distribution Date, a Lake Noteholder must ensure that a Custody Instruction is submitted through the Clearing Systems by the Holding Period Custody Instruction Deadline (unless a valid Custody Instruction was previously submitted by the Custody Instruction Deadline), and that a validly completed

¹⁸ In order to vote at the TJ Scheme Meeting and the SJ Scheme Meeting, the SJ Notes Scheme Creditor must also submit (or procure the submission of) a Custody Instruction by the Custody Instruction Deadline.

¹⁹ In order to vote at the TJ Scheme Meeting, the Lake Noteholder must also submit (or procure the submission of) a Custody Instruction by the Custody Instruction Deadline.

Account Holder Letter together with any accompanying documents are submitted to and received by the Information Agent online at the Portal by the Bar Date for the TJ Scheme.

Lake 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 5.1 of the TJ Solicitation Packet. Any Lake 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 Lake Noteholder's Deficiency Claim into account when determining the valuation of such Lake Noteholders' Entitlement 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 an SJ Notes Scheme Creditor or a Lake Noteholder wishes to designate a Designated Recipient to receive its share of the TJ New Notes and, in respect of SJ Notes Scheme Creditors, the SJ New Instruments, and the Consent Fee, 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 SJ Notes Scheme Creditor or Lake Noteholder (as applicable) must also be able to make the Sanctions Law Representations.

Any Designated Recipient appointed by an SJ Notes Scheme Creditor or a Lake Noteholder must hold its account with the same Account Holder as that Scheme Creditor.

SJ Scheme

If an SJ Notes Scheme Creditor 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 Bar Date of the SJ Scheme, that SJ Notes Scheme Creditor's rights under the SJ Scheme shall be extinguished and that SJ Notes Scheme Creditor shall not be entitled to receive any Scheme Consideration under the SJ Scheme.

Lake Noteholders are not Scheme Creditors of the SJ Scheme, and are accordingly not entitled to any Scheme Consideration in the SJ Scheme.

TJ Scheme

If an SJ Notes Scheme Creditor or a Lake Noteholder fails to submit a valid Custody Instruction via the Clearing Systems by the Holding Period Custody Instruction Deadline and a validly completed Account Holder Letter and Distribution Confirmation Deed by the Bar Date of the TJ Scheme, such SJ Notes Scheme Creditor's rights or Lake Noteholder's rights (as applicable) under the TJ Scheme shall be extinguished and that SJ Notes Scheme Creditor or Lake Noteholder (as applicable) shall not be entitled to receive any Residual New Instruments under the TJ Scheme.

Blocking SJ Notes and Lake Notes

Any SJ Notes Scheme Creditor or Lake Noteholder that procures the submission of an Account Holder Letter (to vote at the TJ Scheme Meeting and/or SJ Scheme Meeting and/or receive any Scheme Consideration or Consent Fee (as applicable) on the Restructuring Effective Date and/or the Final Distribution Date (if an SJ Notes Scheme Creditor) or on the Final Distribution

Date (if a Lake Noteholder)) must block its SJ Notes or Lake 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 SJ Notes or Lake Notes (as applicable) held with Euroclear or Clearstream (“Custody Instruction”) by the Custody Instruction Deadline or, for the TJ Scheme only, the Holding Period Custody Instruction Deadline, 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 TJ Scheme Meeting and/or SJ Scheme Meeting or receiving Scheme Consideration and TJ and, in relation to SJ Notes Scheme Creditors, SJ, reserves the right to reject any Account Holder Letter that does not contain reference to a valid Custody Instruction Reference Number.

The SJ Notes will, subject to satisfaction of the conditions outlined in the SJ Scheme, be irrevocably cancelled and marked down in the Clearing Systems on the Restructuring Effective Date (as defined in the SJ Scheme) and thereafter will not be capable of being traded in the Clearing Systems.

Conversely, the Lake 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 SJ 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 SJ Notes or the Lake Notes.

You are strongly advised to read the Explanatory Statements, the TJ Scheme and, in respect of SJ Notes Scheme Creditors, the SJ Scheme, and, in particular, the Solicitation Packet before you complete this Account Holder Letter. The Explanatory Statements and the Solicitation Packet contains detailed information on the various options contained in this Account Holder Letter.

With respect to SJ Notes Scheme Creditors, 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 BVI. The courts of the BVI shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Account Holder Letter. By submission of this Account Holder Letter to the Information Agent via the Portal, the SJ Notes Scheme Creditor and the Account Holder (if applicable) irrevocably submits to the jurisdiction of the BVI 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.

With respect to Lake Noteholders, 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 Hong Kong. The courts of Hong Kong shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Account Holder Letter. By submission of this Account Holder Letter to the Information Agent via the Portal, the Lake Noteholder and the Account Holder (if applicable) irrevocably submits to the jurisdiction of the Hong Kong 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

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.morrowsodali.com/EvergrandeScheme>.

<p><u>PART 1</u></p>	<p>SCHEME CREDITOR, ACCOUNT HOLDER, HOLDINGS DETAILS AND ACCOUNT HOLDER CONFIRMATIONS</p>	<p><i>This Part 1 and 2 comprise the Account Holder Letter.</i></p>
<p>Section 1</p>	<p>Details of the SJ Notes Scheme Creditor or the Lake Noteholder</p>	<p><i>Part 1 must be completed for <u>all SJ Notes Scheme Creditors and Lake Noteholders who are not Sanctions-Affected Scheme Creditors</u>. Blocked Scheme Creditors who are an SJ Notes Scheme Creditor or Lake Noteholder should complete a Blocked Scheme Creditor Form instead of this Account Holder Letter.</i></p>
<p>Section 2</p>	<p>Account Holder Details</p>	<p><i>The Account Holder Letter must be completed in all cases by the Account Holder for and on behalf</i></p>
<p>Section 3</p>	<p>Details of Holdings</p>	<p><i>of the SJ Notes Scheme Creditor or Lake Noteholder (as applicable) and signed by the Account Holder to constitute a validly completed Account Holder Letter.</i></p>
<p>Section 4</p>	<p>Account Holder Confirmations</p>	<p><i>With respect to the SJ Scheme, an SJ Notes Scheme Creditor must ensure a validly completed Account Holder Letter has been submitted by (i) the Voting Record Time to cast a vote at the SJ Scheme Meeting or (ii) the Bar Date for the SJ Scheme to receive the SJ Scheme Consideration on the Restructuring Effective Date.</i></p> <p><i>With respect to the TJ Scheme, an SJ Notes Scheme Creditor or a Lake Noteholder must ensure a validly completed Account Holder Letter has been submitted by (i) the Voting Record Time to cast a vote at the TJ Scheme Meeting or (ii) the SJ RED Distribution Deadline to receive an Initial Distribution of the TJ Scheme Consideration on the Restructuring Effective Date, or (iii) the Bar Date for the TJ Scheme to receive the TJ Scheme Consideration on the Final Distribution Date, if the TJ Scheme becomes effective in accordance with its terms.</i></p> <p><i>Please note that each of the above deadlines also apply where an SJ Notes Scheme Creditor or Lake Noteholder also wishes to appoint a Designated Recipient to receive Scheme Consideration and Consent Fee (as applicable) on its behalf. Please refer to the Actions to Be Taken – Documents and Deadlines tables in the Solicitation Packet and the</i></p>

		<i>Designated Recipient Form (at Annex A of this Account Holder Letter) for instructions on how to do so.</i>
<u>PART 2</u>	VOTING AND APPOINTMENT OF PROXY	<i>Part 2 must be submitted for only those SJ Notes Scheme Creditors or Lake Noteholders who intend to vote at the TJ Scheme Meeting and, in respect of SJ Notes Scheme Creditors, the SJ Scheme Meeting.</i>
Section 1	Account Holder Voting Confirmations	
Section 2	Voting Instructions relating to the TJ Scheme and SJ Scheme and Appointment of Proxy	
<u>APPENDIX 1</u>	DESIGNATED RECIPIENT FORM	<i>Appendix 1 must be submitted where an SJ Notes Scheme Creditor or Lake Noteholder wishes to appoint a Designated Recipient to receive Scheme Consideration and Consent Fee (as applicable) on its behalf.</i>
<u>APPENDIX 2</u>	DISTRIBUTION CONFIRMATION DEED	<i>Appendix 2 must be submitted for an SJ Notes Scheme Creditor or Lake Noteholder (or its Designated Recipient) to receive Scheme Consideration and Consent Fee (as applicable) in the TJ Scheme and, in relation to SJ Notes Scheme Creditors, the SJ Scheme.</i>

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 SJ Notes Scheme Creditor or Lake Noteholder will not be entitled to cast a vote at the TJ Scheme Meeting and, in respect of SJ Notes Scheme Creditors, the SJ Scheme Meeting, or receive any amount of the TJ Scheme Consideration and, in respect of SJ Notes Scheme Creditors, the SJ Scheme Consideration, if the TJ Scheme and/or SJ Scheme become effective in accordance with their terms.

Section 1 Details of the SJ Notes Scheme Creditor or Lake Noteholder

Please identify the SJ Notes Scheme Creditor or Lake 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 SJ Notes or Lake 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 SJ Notes Scheme Creditors or Lake Noteholders who are not Sanctions-Affected Scheme Creditors:

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

- SJ Notes Scheme Creditor; or
- Lake Noteholder.

Full name of SJ Notes Scheme Creditor / Lake Noteholder:

Is the SJ Notes Scheme Creditor / Lake Noteholder an Eligible Person²⁰?

(select one) YES / NO

Contact name:

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

²⁰ **Eligible Person** means a person who can make affirmative securities law and sanctions law confirmations and undertakings set out in Appendix 2 (*Distribution Confirmation Deed*) to this Account Holder Letter.

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):

Email address:

Telephone number (with country code):

To be completed if the SJ Notes Scheme Creditor / Lake Noteholder is an organisation:

Jurisdiction of incorporation of SJ Notes Scheme Creditor / Lake Noteholder:

Section 2 Account Holder Details

Full name of Account Holder:

Clearing System (select one): EUROCLEAR / CLEARSTREAM

Clearing System participant account number:

Authorised employee of Account Holder (print name):

Telephone number of authorised employee (with country code):

Email address of authorised employee:

Section 3 Details of Holdings

The Account Holder, on behalf of the relevant SJ Notes Scheme Creditor or Lake Noteholder (as applicable), holds the following SJ Notes or Lake 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, SJ Notes and Lake Notes (for the purposes of voting at the TJ Scheme Meeting and/or SJ Scheme Meeting and receiving the Consent Fee pursuant to the TJ Scheme (if 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 Bar Date of the TJ Scheme (in respect of an SJ Notes Scheme Creditor or Lake 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 Holding Period Custody Instruction Deadline, the reference number in relation to which is identified below.

ISIN	Amount Blocked at Clearing System²¹	Clearing System (Euroclear/ Clearstream)	Clearing System Participant Account Number	Custody Instruction Reference Number²²	Accession Code from Accession Letter (if applicable)²³	The Lake Noteholder’s indicative valuation of its Deficiency Claim (optional):²⁴

²¹ The amount entered should be the entire principal amount of SJ Notes or Lake Notes in respect of which the Account Holder is giving instructions on behalf of the relevant SJ Notes Scheme Creditor or Lake Noteholder pursuant to this Account Holder Letter. If the Account Holder holds SJ Notes or Lake 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.

²² Corresponding to the Custody Instruction in Euroclear / Clearstream submitted by the Account Holder on behalf of the SJ Notes Scheme Creditor or Lake Noteholder.

²³ The unique code provided by the Information Agent to a Participating Creditor following its valid accession to the RSA for the TJ Scheme and which must be included by such Participating Creditor in its Account Holder Letter in order to be eligible to receive the Consent Fee.

²⁴ Any Lake Noteholder that wishes to provide an indicative valuation of its Deficiency Claim 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 SJ Notes Scheme Creditor or Lake Noteholder in respect of which this Account Holder Letter is being submitted to certify that such SJ Notes Scheme Creditor or Lake Noteholder (i) holds the SJ Notes or Lake Notes (as applicable) detailed in Part 1, Section 3 as at the date of such Account Holder Letter; (ii) will not trade such SJ Notes or Lake 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 TJ Scheme Consideration or SJ Scheme Consideration or Consent Fee (as applicable), acknowledges and agrees that TJ and/or SJ (as applicable) shall be entitled to treat such SJ Notes Scheme Creditor or Lake Noteholder (or, if applicable, its Designated Recipient) as the party entitled to receive the TJ Scheme Consideration or SJ Scheme Consideration or Consent Fee (as applicable) in respect of such holding of SJ Notes or Lake Notes.

By submitting this Account Holder Letter to the Information Agent via the Portal, the Account Holder confirms that the SJ Notes Scheme Creditor or Lake Noteholder agrees that the SJ Notes Scheme Creditor or Lake Noteholder shall be deemed to have made the representations, warranties and undertakings set forth below in favour of TJ, the Information Agent and (in the case of an SJ Notes Scheme Creditor) SJ as at the date on which this Account Holder Letter is submitted to the Information Agent.

1. Each SJ Notes Scheme Creditor or Lake Noteholder who submits or procures the submission of an Account Holder Letter represents, warrants and undertakes to TJ, the Information Agent and (in the case of an SJ Notes Scheme Creditor) SJ that:
 - (a) the SJ Notes Scheme Creditor or Lake Noteholder has received the TJ Scheme and, in respect of SJ Notes Scheme Creditors, the SJ Scheme, and the relevant Explanatory Statement(s) 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 SJ Notes or Lake 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) SJ Notes Scheme Creditor or Lake Noteholder has submitted instructions to block its SJ Notes or Lake Notes (as applicable) held with Euroclear or Clearstream, as applicable, and it authorises the Clearing Systems to provide details concerning its identity, the SJ Notes or Lake Notes which are the subject of the Account Holder Letter and its applicable account details to TJ, the Information Agent and (in the case of an SJ Notes Scheme Creditor) SJ and their respective legal and financial advisers at the time the Account Holder Letter is submitted;
 - (d) in respect of an SJ Notes Scheme Creditor 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 SJ Notes until the earliest of the following circumstances: (i) the Restructuring Effective Date (at which time the SJ Notes will be cancelled in accordance with the terms of the TJ Scheme and

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

- (e) in respect of a Lake 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 Lake Notes until the earliest of the following circumstances: (i) the Restructuring Effective Date (at which time the Lake Noteholders' rights against TJ in respect of the Lake Notes will be released); (ii) the TJ Scheme not being approved by the requisite majority of the Scheme Creditors (provided that the TJ Scheme Meeting may be postponed or adjourned to a subsequent date in order to obtain the requisite approval); (iii) the Hong Kong Court not granting a scheme sanction order at the scheme convening hearing and TJ having exhausted all avenues of appeal with the Hong Kong Court; (iv) the Restructuring not becoming effective by the Longstop Date; and (v) TJ at its sole discretion consents to unblock any or all of the Lake Notes;
- (f) the SJ Notes Scheme Creditor or Lake Noteholder (as applicable) authorises the Clearing Systems to provide details concerning its identity, the SJ Notes or Lake Notes which are the subject of the Account Holder Letter and submitted on its behalf and its applicable account details to TJ, the Information Agent and (in the case of an SJ Notes Scheme Creditor) SJ, and their respective legal and financial advisers at the time the Account Holder Letter is submitted;
- (g) to the extent that a Lake Noteholder provides an indicative valuation of its Deficiency Claim in this Account Holder Letter, it acknowledges and accepts that the Scheme Administrators and/or the Scheme Adjudicator may take any such indicative valuation of a Lake Noteholder's Deficiency Claim into account when determining the valuation of such Lake Noteholders' Entitlement 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; 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 TJ New Notes under the TJ Scheme or (in respect of SJ Notes Scheme Creditors) SJ 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, or (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 SJ Notes Scheme Creditor or Lake Noteholder that is unable to give any of the representations in paragraph 1 above (other than paragraph 1(h) or (i)) should contact the Information Agent at evergrande@investor.morrowsodali.com as soon as possible. Any SJ Notes Scheme Creditor or Lake Noteholder that is unable to give any of the

representations in paragraph 1(h) or (i) above should contact TJ and, in respect of SJ Notes Scheme Creditors, SJ, directly as soon as possible.

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

For the purposes of an SJ Notes Scheme Creditor or Lake Noteholder voting or receiving any TJ New Notes under the TJ Scheme or (in the case of an SJ Notes Scheme Creditor) SJ New Instruments under the SJ Scheme:

- (a) the relevant Custody Instruction (as applicable) must have been submitted in respect of the SJ Notes or Lake Notes (as applicable) identified in Part 1, Section 3 of this Account Holder Letter as being held in the relevant Clearing System;
- (b) 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 SJ Notes or Lake Notes which are the subject of this Account Holder Letter;
- (c) information provided in this Account Holder Letter must be consistent with the Custody Instruction;
- (d) in respect of any distribution of the TJ New Notes or (in the case of an SJ Notes Scheme Creditor) SJ New Instruments (as 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
- (e) if applicable, in order for Participating Creditors to be eligible to receive the Consent Fee (if applicable) in accordance with the terms of the RSA, a valid Accession Code must be included in Part 1, Section 3 in respect of the SJ Notes or Lake 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:

- **an SJ Notes Scheme Creditor, who is not a Sanctions-Affected Scheme Creditor, intends to vote at the TJ Scheme Meeting and/or the SJ Scheme Meeting and wishes to receive the Consent Fee (if applicable) or appoint a Designated Recipient to receive it on its behalf, pursuant to the terms of the TJ Scheme or SJ Scheme (as applicable); OR**
- **a Lake Noteholder, who is not a Sanctions-Affected Scheme Creditor, intends to vote at the TJ Scheme Meeting and wishes to receive the Consent Fee (if applicable) or appoint a Designated Recipient to receive it on its behalf, pursuant to the terms of the TJ Scheme.**

The Account Holder named below for itself hereby confirms to TJ, the Information Agent and (in the case of an SJ Notes Scheme Creditor) SJ 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

2. That, in relation to the SJ Notes or Lake 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 Part 2 (*Voting 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 TJ Scheme Meeting and, in respect of SJ Notes Scheme Creditors, the SJ Scheme Meeting.

Yes

No

In order for an SJ Notes Scheme Creditor or Lake 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 SJ Notes Scheme Creditor or Lake Noteholder (on whose behalf this Account Holder Letter is submitted) agrees that such SJ Notes Scheme Creditor or Lake Noteholder shall be deemed to have made the representations, warranties and undertakings set forth below in favour of TJ and the Information Agent and, in respect of SJ Notes Scheme Creditors, SJ, as at the date on which this Account Holder Letter is submitted to the Information Agent.

3. Each SJ Notes Scheme Creditor or Lake Noteholder who submits, or procures the submission of an Account Holder Letter represents, warrants and undertakes to TJ, the Information Agent and (in the case of an SJ Notes Scheme Creditor) SJ that:
 - (a) it has received the TJ Scheme and (in the case of an SJ Notes Scheme Creditor) the SJ Scheme and the relevant Explanatory Statement(s) 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 to the TJ Scheme and (in the case of an SJ Notes Scheme Creditor) the SJ Scheme;
 - (c) it has not given voting instructions or submitted an Account Holder Letter with respect to SJ Notes or Lake 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 SJ Notes or Lake Notes which are the subject of the Account Holder Letter and submitted on its behalf and its applicable account details to TJ, SJ, the SJ Notes Trustee, the Lakes 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 Information Agent, the SJ Notes Trustee, the Lake Notes Trustee and Agent or any of their respective Affiliates, directors, officers or employees has made any recommendation to that SJ Notes Scheme Creditor or Lake Noteholder as to whether, or how, to vote in relation to the TJ Scheme (and the SJ Scheme in the case of an SJ Notes Scheme Creditor), 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 SJ Notes Scheme Creditor or Lake Noteholder (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that SJ Notes Scheme Creditor or Lake 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 SJ Notes Scheme Creditor or Lake 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 TJ Scheme (and SJ Scheme, in the case of an SJ Notes Scheme Creditor) (other than any taxes or similar payments for which a member of the Group is liable in accordance with the TJ New Notes or SJ New Instruments and/or the TJ New Notes Documents and/or the SJ New Instruments documents with respect to the SJ Scheme, and that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against TJ, SJ, the SJ Notes Trustee, 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;
- (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 TJ New Notes under the TJ Scheme or (in respect of SJ Notes Scheme Creditors) SJ 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, or (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 SJ Notes Scheme Creditor or Lake Noteholder that is unable to give any of the representations in this Section 1 above (other than paragraph 3(h) or (i)) should contact the Information Agent directly as soon as possible at evergrande@investor.morrowsodali.com. Any SJ Notes Scheme Creditor or Lake Noteholder that is unable to give any of the representations in paragraph 3(h) or (i) above should contact the Company directly as soon as possible.

Section 2 Voting Instructions relating to the TJ Scheme and, in respect of SJ Notes Scheme Creditors, the SJ Scheme, and Appointment of Proxy

This Section 2 is required to be completed only by:

- **an SJ Notes Scheme Creditor, who is not a Sanctions-Affected Scheme Creditor, intends to vote at the TJ Scheme Meeting and/or the SJ Scheme Meeting; OR**
- **a Lake Noteholder, who is not a Sanctions-Affected Scheme Creditor, intends to vote at the TJ Scheme Meeting.**

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

TJ Scheme Meeting

The SJ Notes Scheme Creditor or Lake Noteholder wishes to vote (or to instruct its proxy to vote) at the TJ Scheme Meeting as follows (please select only one):

- FOR** the TJ Scheme; or
- AGAINST** the TJ Scheme.

The SJ Notes Scheme Creditor or Lake Noteholder wishes (please select **only one** of the following boxes):

- to appoint the Chairperson²⁵ as its proxy to attend and vote on the TJ Scheme on its behalf at the TJ Scheme Meeting 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 TJ Scheme on its behalf at the TJ Scheme Meeting in accordance with the instruction set forth above:

Name:

Passport country and number:

- to attend and vote on the TJ Scheme at the TJ Scheme Meeting in person or by the below validly authorised representative, if a corporation, in such manner as the SJ Notes Scheme Creditor or Lake Noteholder thinks fit.

Name:

²⁵ The Chairperson of the TJ Scheme Meeting is Mr Patrick Cowley of KPMG or, failing him, another representative of KPMG nominated by him.

Passport country and number:

Please note if the TJ Scheme is sanctioned and becomes effective, its terms will be binding on all Scheme Creditors under the TJ Scheme, including the Blocked Scheme Creditors, whether or not they have completed this form or the Blocked Scheme Creditor Form.

SJ Scheme Meeting (not to be completed by Lake Noteholders)

The SJ Notes Scheme Creditor wishes to vote (or to instruct its proxy to vote) at the SJ Scheme Meeting as follows (please select only one):

- FOR** the SJ Scheme; or
- AGAINST** the SJ Scheme.

The SJ Notes Scheme Creditor wishes (please select only one box):

- to appoint the Chairperson²⁶ as its proxy to attend and vote on the SJ Scheme on its behalf at the SJ Scheme Meeting 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 SJ Scheme on its behalf at the SJ Scheme Meeting in accordance with the instruction set forth above:

Name:

Passport country and number:

- to attend and vote on the SJ Scheme at the SJ Scheme Meeting in person or by the below validly authorised representative, if a corporation, in such manner as the SJ Notes Scheme Creditor thinks fit.

Name:

Passport country and number:

²⁶ The Chairperson of the SJ Scheme Meeting is Anna Silver of FFP (BVI) Limited or, failing her, another representative of FFP (BVI) Limited nominated by her.

Please note if the SJ Scheme is sanctioned and becomes effective, its terms will be binding on all Scheme Creditors under the SJ Scheme, including the Blocked Scheme Creditors, whether or not they have completed this form or the Blocked Scheme Creditor Form.

IMPORTANT NOTES:

1. Unless an SJ Notes Scheme Creditor or Lake 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 TJ Scheme Meeting and/or SJ Scheme Meeting (as applicable). It is recommended that the relevant 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 TJ Scheme Meeting and/or SJ Scheme (as applicable) by or on behalf of the SJ Notes Scheme Creditor or Lake Noteholder.
2. Any SJ Notes Scheme Creditor or Lake Noteholder or its proxy attending the TJ Scheme Meeting and/or SJ Scheme (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 TJ Scheme Meeting and/or SJ Scheme (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 TJ Scheme Meeting and/or SJ Scheme Meeting (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. **Participating Creditors who vote in favour of the TJ Scheme (and the SJ Scheme, where applicable) will be treated as having waived the performance of the obligations (pursuant to clause 3.1(f) of the 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 in accordance with the terms of the TJ Scheme and/or SJ Scheme (as applicable), the relevant Explanatory Statement and the relevant Solicitation Packet.**

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 (SJ Notes Scheme Creditor or Lake 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 an SJ Notes Scheme Creditor 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 TJ New Notes or SJ New Instruments 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 TJ New Notes and (in the case of an SJ Notes Scheme Creditor) the SJ New Instruments 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 TJ Scheme or (in the case of an SJ Notes Scheme Creditor) the SJ Scheme (as applicable) shall be extinguished and such Scheme Creditor will have no further rights with respect to the TJ Scheme Consideration or SJ 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.

In respect of SJ Notes Scheme Creditors, 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 BVI. The courts of the BVI 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 BVI 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.

In respect of Lake Noteholders, 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 Hong Kong. The courts of Hong Kong 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 Hong Kong 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 SJ Notes Scheme Creditors or Lake 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:

Type of Designated Recipient (select one):

- Individual; or
- Organisation

Contact name: _____

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

Full Address:

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):

Email address:

Telephone number (with country code):

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

- all of the TJ New Notes otherwise attributable to it pursuant to the TJ Scheme

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

to be its Designated Recipient for the purposes of the SJ Scheme (where applicable) in respect of (tick all that apply):

- all of the SJ New Instruments otherwise attributable to it pursuant to the SJ Scheme

In respect of SJ Notes Scheme Creditors or Lake Noteholders who designate a Designated Recipient, such Designated Recipient must use/have the same Euroclear or Clearstream account which was used when the SJ Notes or Lake Notes were instructed since the TJ New Notes and (in the case of an SJ Notes Scheme Creditor) the SJ New Instruments 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 TJ, the Information Agent and (in the case of an SJ Notes Scheme Creditor) SJ that, in relation to the SJ Notes or the Lake 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 an SJ Notes Scheme Creditor or a Lake Noteholder who is not a Sanctions-Affected Scheme Creditor acting on its own behalf and (if applicable) a Designated Recipient

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

- For SJ Notes Scheme Creditors: 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 pursuant to the TJ Scheme and, in respect of SJ Notes Scheme Creditors, the SJ Scheme, and to receive the SJ New Instruments on the Restructuring Effective Date pursuant to the SJ Scheme;
 - By the SJ RED Distribution Deadline to receive TJ New Notes on the Restructuring Effective Date pursuant to the TJ Scheme; or
 - By the Bar Date of the TJ Scheme to receive TJ New Notes on the Final Distribution Date pursuant to the TJ Scheme.
- For Lake 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 Bar Date of the TJ Scheme to receive TJ New Notes on the Final Distribution Date.

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

To the extent that the Account Holder cannot complete the Distribution Confirmation Deed on behalf of an SJ Notes Scheme Creditor or Lake 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 Blocked Scheme Creditors for the purposes of the TJ Scheme or SJ Scheme (as applicable), 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 the TJ Scheme Consideration and in respect of the SJ Notes Scheme Creditors their Entitlement to the SJ Scheme Consideration 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 TJ and/or SJ (as applicable), and with the intention and effect that it may be directly relied upon and enforced separately by each Released Person (as defined in the TJ Scheme and SJ Scheme respectively), 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 Statements, the TJ Scheme and the SJ Scheme.
 - (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 either the SJ Scheme or the TJ Scheme apply to this Deed except that references to the TJ Scheme or SJ Scheme 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 TJ and, if the Scheme Creditor is an SJ Notes Scheme Creditor, SJ and the SJ 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 TJ Scheme and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) the SJ Scheme;
 - (ii) it will instruct TJ and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ as its agent and attorney to enter into the Deed of Release in accordance with the terms of the TJ Scheme and/or SJ Scheme;
 - (iii) it will not seek to dispute, set aside, challenge, compromise or question the validity and efficacy of the TJ Scheme or SJ Scheme in any jurisdiction or before any court, regulatory authority, tribunal or otherwise and, without prejudice to the generality of the foregoing, notwithstanding that:
 - (1) TJ (which is the issuer of the TJ New Notes and the payment-in-kind notes comprising the Consent Fee and a guarantor of the SJ Notes) is incorporated under the laws of Hong Kong;
 - (2) SJ (which is the issuer of the SJ New Instruments and SJ Notes) is incorporated under the laws of the British Virgin Islands;

- (3) the SJ Notes Documents and the SJ Notes are governed by New York law; and
 - (4) the Other Debts (including the Lake Notes) are governed by Hong Kong 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 TJ and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ 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 TJ and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ, and appoint TJ and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ 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 that TJ or SJ (in each case shall be in the Agreed Form) reasonably consider necessary to give effect to the terms of the TJ Scheme or SJ Scheme provided in each case, the execution of such documents (i) is permitted under clause 5 (*Authority and Instructions*) of the TJ Scheme and clause 5 (*Authority and Instructions*) of the SJ Scheme 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 TJ Scheme or SJ Scheme, on behalf of each of them and agree to be bound by its terms.
- 4. **Distribution of the TJ New Notes and/or SJ New Instruments 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 SJ Notes or Lake Notes (as applicable) that are the subject of the applicable Account Holder Letter that it intends to receive the TJ New Notes and/or the SJ New Instruments and the Consent Fee (if applicable) to which it is entitled in accordance with the terms of the TJ Scheme and SJ Scheme (if applicable).
 - (b) To the extent that a Scheme Creditor (or its Designated Recipient) is entitled to receive any of the TJ New Notes and/or the SJ New Instruments and the Consent Fee (if applicable) under the terms of the TJ Scheme and SJ Scheme, it irrevocably directs TJ and/or SJ (as applicable) to issue such TJ New Notes and/or SJ New Instruments and the payment-in-kind notes comprising the Consent Fee (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 TJ New Notes and/or SJ New Instruments 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 British Virgin Islands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Distribution Confirmation Deed with respect to any SJ Notes Scheme Creditors. By submission of this Distribution Confirmation Deed to the Information Agent, the SJ Notes Scheme Creditor and the Account Holder irrevocably submits to the jurisdiction of the BVI 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.
- (c) The courts of the Hong Kong shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Distribution Confirmation Deed with respect to any Other Debt Scheme Creditors. By submission of this Distribution Confirmation Deed to the Information Agent, the Other Debt Scheme Creditor and the Account Holder irrevocably submits to the jurisdiction of the Hong Kong 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 TJ, the Information Agent, (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ, the SJ Notes Trustee, and (in the case of a Lake Noteholder and its Designated Recipient (if any)) the Lake Notes Trustee and 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 TJ Scheme and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ Scheme, 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 can 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 TJ New Notes and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ New Instruments and the payment-in-kind notes comprising the Consent Fee nominated to be held by any Designated Recipient(s);
 - (c) it has received and reviewed the TJ Scheme and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ Scheme and the relevant Explanatory Statement;
 - (d) it acknowledges that no information has been provided to it by TJ, SJ, the SJ Notes Collateral Agent, the SJ Notes Depositary, the SJ Notes Paying and Transfer Agent and Registrar, the SJ Notes Trustee, the Lake Notes Collateral Agent, the Lake Notes Depositary, the Lake Notes Paying and Transfer Agent and Registrar, 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 TJ New Notes and/or SJ New Instruments or the participation in the TJ Scheme and/or SJ Scheme 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 TJ Scheme or SJ Scheme and agrees that it will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against TJ, SJ, any other member of the Group, the SJ Notes Collateral Agent, the SJ Notes Depositary, the SJ Notes Paying and Transfer Agent and Registrar, the SJ Notes Trustee, the Lake Notes Collateral Agent, the Lake Notes Depositary, the Lake Notes Paying and Transfer Agent and Registrar, 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 TJ Scheme and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ Scheme and the other matters contained herein, upon the TJ Scheme or SJ Scheme 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 TJ and (in the case of an SJ Notes Scheme Creditor and its Designated Recipient (if any)) SJ may, between the date on which the relevant Explanatory Statement is issued and the Scheme Effective Date, make any modifications of, or additions to, the TJ Scheme or SJ Scheme and/or the Restructuring Documents which would not directly or indirectly have a material adverse effect on the interests of the Scheme Creditors, the SJ Notes Depository, the SJ Notes Paying and Transfer Agent and Registrar, the SJ Notes Trustee the Lake Notes Collateral Agent, the Lake Notes Depository, the Lake Notes Paying and Transfer Agent and Registrar, the Lake Notes Trustee and Agent, the Holding Period Trustee or the Successor Escrow Agent under the TJ Scheme or SJ Scheme and are necessary for the purpose of implementing the Restructuring, and provided that TJ or SJ draws all such modifications or additions to the attention of the Hong Kong Court or BVI Court (as applicable) at the Scheme Sanction Hearings subject to and in accordance with the terms of the TJ Scheme and/or SJ Scheme;
 - (h) it acknowledges that neither the TJ Scheme, the SJ Scheme nor the transactions contemplated by the relevant Explanatory Statements shall be deemed to be investment advice or a recommendation as to a course of conduct by TJ, SJ, (save for TJ's and SJ's recommendation that Scheme Creditors vote in favour of the TJ Scheme and SJ Scheme at the TJ Scheme Meeting and SJ Scheme Meeting) any other member of the Group, the Advisors, the SJ Notes Depository, the SJ Notes Paying and Transfer Agent and Registrar, the SJ Notes Trustee the Lake Notes Collateral Agent, the Lake Notes Depository, the Lake Notes Paying and Transfer Agent and Registrar, the Lake Notes 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 TJ Scheme and SJ Scheme, 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 TJ, SJ, the SJ Notes Trustee, the TJ New Notes Trustee, the SJ New Instruments Trustee, the Lake Notes Trustee and Agent, the and the Information Agent that:
 - (a) it understands that the offer to it of the TJ New Notes or SJ New Instruments (as applicable) has not been registered under the United States Securities Act of 1993 (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 TJ New Notes or SJ New Instruments (as applicable) 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 TJ New Notes or SJ New Instruments (as applicable) 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 TJ New Notes or SJ New Instruments (as applicable), and each subsequent holder of the TJ New Notes or SJ New Instruments (as applicable) by its acceptance thereof will be deemed to agree, to transfer such TJ New Notes or SJ New Instruments (as applicable), prior to the date that is: (i) in the case of TJ New Notes or SJ New Instruments (as applicable) 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 TJ, SJ 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 TJ New Notes or SJ New Instruments (as applicable) 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 TJ New Notes Paying and Transfer Agent a validly completed and signed certificate (the form of which may be obtained from the TJ New Notes Paying and Transfer Agent) relating to the restrictions on transfer of the TJ New Notes or SJ New Instruments (as applicable);

- (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 TJ and/or SJ (as applicable) determines otherwise in accordance with applicable law, the TJ New Notes or SJ New Instruments (as applicable) will, to the extent they are issued in certificated form, bear a legend substantially in the following form:

“THIS NOTE/CERTIFICATE, THE SJ SUBSIDIARY GUARANTEES 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 SJ SUBSIDIARY GUARANTEES 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 TJ AND/OR SJ (AS APPLICABLE) OR ANY AFFILIATE OF TJ AND/OR SJ (AS APPLICABLE) 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 TJ AND/OR SJ (AS APPLICABLE) 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 TJ AND/OR SJ (AS APPLICABLE)’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 TJ AND/OR SJ (AS APPLICABLE) 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 TJ New Notes or SJ New Instruments (as applicable) will notify any person to whom it subsequently re-offers, resells, pledges, transfers or otherwise disposes of the TJ New Notes or SJ New Instruments (as applicable) of the foregoing restrictions on transfer;
- (e) it understands and acknowledges that TJ and/or SJ (as applicable) shall not be obliged to recognise any resale or other transfer of the TJ New Notes or SJ New Instruments (as applicable) made other than in compliance with the restrictions set forth in this Distribution Confirmation Deed and the terms of the TJ New Notes or SJ New Instruments (as applicable);
- (f) it confirms that it will acquire an interest in the TJ New Notes or SJ New Instruments (as applicable) 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 TJ New Notes or SJ New Instruments (as applicable) 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 TJ New Notes or SJ New Instruments (as applicable), and is experienced in investing in capital markets and is able to bear the economic risk of investing in the TJ New Notes or SJ New Instruments (as applicable) (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 TJ New Notes or SJ New Instruments (as applicable), and is able to sustain a complete loss of its investment in its TJ New Notes or SJ New Instruments (as applicable);
- (i) it has or has access to all information that it believes is necessary, sufficient or appropriate in connection with its acquisition of the TJ New Notes or SJ New Instruments (as applicable) and has made an independent decision to acquire its TJ New Notes or SJ New Instruments (as applicable) based on the information concerning the business and financial condition of SJ, TJ 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 TJ New Notes or SJ New Instruments (as applicable) and acceptance of its TJ New Notes or SJ New Instruments (as applicable) 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 TJ New Notes or SJ New Instruments (as applicable) or passed comment upon the accuracy or adequacy of the TJ Solicitation Packet or SJ Solicitation Packet or the relevant 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 TJ Scheme and SJ Scheme, the TJ New Notes or SJ New Instruments (as applicable) and the Restructuring in its particular circumstances;
- (m) it understands that the TJ New Notes or SJ New Instruments (as applicable) will not be listed on a US Securities exchange or any inter-dealer quotation system in the United States and that TJ and/or SJ (as applicable) does not intend to take action to facilitate a market in any of the TJ New Notes or SJ New Instruments (as applicable) 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 TJ, SJ 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 TJ

New Notes or SJ New Instruments (as applicable) are no longer accurate, it will promptly, and in any event prior to the issuance of its TJ New Notes or SJ New Instruments (as applicable), notify TJ and/or SJ (as applicable) 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 TJ New Notes or SJ New Instruments (as applicable) have not been authorised by Hong Kong’s Securities and Futures Commission (“**SFC**”), nor has the relevant Explanatory Statement (for this purposes including the SJ Solicitation Packet and TJ 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 TJ New Notes 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 TJ New Notes or SJ New Instruments (as applicable)

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 TJ New Notes or SJ New Instruments (as applicable) 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 TJ New Notes or SJ New Instruments (as applicable) that apply to it in any place in which it accepts, holds or sells any of its TJ New Notes or SJ New Instruments (as applicable). It has obtained all consents or approvals that it needs in order to receive its TJ New Notes or SJ New Instruments (as applicable), and TJ or SJ are not responsible for compliance with these legal requirements; and
- (w) it will not offer or resell any of its TJ New Notes or SJ New Instruments (as applicable), or cause any offer for the resale of its TJ New Notes or SJ New Instruments (as applicable), in any state or jurisdiction in which such offer, a solicitation for the purchase of, or resale of its TJ New Notes or SJ New Instruments (as applicable) would be unlawful under, or cause TJ or SJ 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 TJ New Notes or SJ New Instruments (as applicable).

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 TJ, SJ, the SJ Notes Trustee, the Lake Notes Trustee and Agent, the TJ New Notes Trustee, SJ 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 TJ New Notes or SJ New Instruments (as applicable), 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, or (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

TJ New Notes 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 TJ New Notes and the TJ Consent Fee (if applicable) in the form as follows:

- Regulation S TJ New Notes
- Rule 144A TJ New Notes
- IAI TJ New Notes

SJ New Instruments Form (only applicable to SJ Notes Scheme Creditors)

By selecting one of the options below, the SJ Notes Scheme Creditor expressly acknowledges and confirms that the SJ Notes 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 SJ New Instruments in the form as follows:

- Regulation S SJ New Instruments
- Rule 144A SJ New Instruments
- IAI SJ 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 TJ New Notes or SJ New Instruments (as applicable) 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 (SJ Notes Scheme Creditor or Lake Noteholder)
- Designated Recipient

To be completed by an Account Holder on behalf of each SJ Notes Scheme Creditor or Lake Noteholder and (if applicable) the Designated Recipient (required):

Account Holder’s authorised employee /
representative name:

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

By signing above, the Account Holder confirms that it is signing for and on behalf of the SJ Notes Scheme Creditor or Lake Noteholders (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 SJ Notes Scheme Creditor or Lake Noteholders (and the Designated Recipient, if applicable).

SCHEDULE 2

PROXY FORM

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

This Proxy Form is for completion by Other Debt Scheme Creditors (other than Lake Noteholders). Any 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 Debt Scheme Creditor, will be available to the Chairperson of the TJ Scheme Meeting. Other Debt Scheme Creditors who are Participating Creditors must include their Accession Code when completing this Proxy Form and will need to vote in favour of the Scheme 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 Debt Scheme Creditors are strongly encouraged to complete and submit the required documents as soon as possible in accordance with the instructions in this Proxy Form and the Solicitation Packet.

All Other Debt 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 and the Consent Fee (if applicable). To the extent that they do not already have such an account, all Other Debt 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 this Proxy Form) as soon as possible, and in any event, by the Bar Date, and include those account details at Section 2 of this 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 Proxy Form have the meaning given to them in the explanatory statement relating to the Scheme issued by the Company on 31 July 2023 (the “Explanatory Statement”), subject to any amendments or modifications made by the Hong Kong Court.

The Scheme will, if implemented, materially affect the Scheme Creditors of the Company. Other Debt Scheme Creditors (excluding Lake Noteholders) must use this Proxy Form to (a) register details of their interest in the Other Debts; (b) if they wish, make certain elections in relation to the voting at the TJ Scheme Meeting; and (c) allow them to receive Scheme Consideration. The summary of the Proxy Form is set out below.

Section 1 Background

1. Other Debt Scheme Creditors (other than Lake Noteholders) are invited to vote for, or against, the Scheme, by completing and submitting this 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 Debt Scheme Creditors must include their Accession Code when completing this Proxy Form (to the extent the Other Debt Scheme Creditor is a Participating Creditor) and vote in favour of the Scheme.

2. **In order to vote on the Scheme and to receive the Consent Fee (if applicable), this 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 5:00 pm Hong Kong 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 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 Bar Date, which is the date which is 135 days after the Restructuring Effective Date to the Information Agent via the Portal at <https://portal.morrowsodali.com/EvergrandeScheme>.
4. Other Debt Scheme Creditors can, but are not required to, provide an indicative valuation of their Deficiency Claim when completing this Proxy Form – this is explained in paragraph 5.1 of the Solicitation Packet. Any Other Debt Scheme Creditor that wishes to provide an indicative valuation of their Deficiency Claim must do so in their Proxy Form 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 Debt Scheme Creditor's Deficiency Claim into account when determining the valuation of such Other Debt Scheme Creditor's Entitlement 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 Proxy Form will be checked by the Chairperson with the assistance of the Information Agent against the books and records supplied by the Company at the Voting Record Time (for the purpose of determining the Other Debt Scheme Creditor's Voting Scheme Claims).
6. Each 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 Debt Scheme Creditor will be available to the Chairperson of the TJ Scheme Meeting (i) to instruct the Chairperson as the Other Debt Scheme Creditor's proxy to cast a vote on behalf of the Other Debt Scheme Creditor at the TJ Scheme Meeting in accordance with the wishes of the Other Debt Scheme Creditor; (ii) to appoint someone else as the Other Debt Scheme Creditor's proxy to attend and cast a vote at the TJ Scheme Meeting in accordance with the wishes of the Other Debt Scheme Creditor; or (iii) to notify the Chairperson that the Other Debt Scheme Creditor will attend and vote at the TJ Scheme Meeting in person or, if a corporation, by a duly authorised representative.
7. This Proxy Form and any non-contractual obligations arising out of or in relation to this Proxy Form shall be governed by, and interpreted in accordance with, the laws of Hong Kong. The courts of Hong Kong shall have exclusive jurisdiction to settle any disputes

which may arise out of or in connection with this Proxy Form. By submission of this Proxy Form to the Information Agent, the Scheme Creditor irrevocably submits to the jurisdiction of the Hong Kong 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 Proxy Form, please contact the Information Agent at evergrande@investor.morrowsodali.com.

Section 2 Details of the Other Debt Scheme Creditor

Full name of Other Debt Scheme Creditor:

Type of Other Debt Scheme Creditor (select one):

- Individual; or
- Organisation

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

Country of nationality (where the Other Debt Scheme Creditor is an individual – list each of the countries in respect of which the Other Debt 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 Debt Scheme Creditor is an organisation:

Jurisdiction of incorporation of Other Debt Scheme Creditor:

Name of authorised representative:

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

To be completed by the Other Debt Scheme Creditor in order to receive the New Instruments and the Consent Fee (if applicable):

Full name of Account Holder:

Clearing System (select one): EUROCLEAR / CLEARSTREAM

Clearing System participant account number:

Authorised employee of Account Holder (print name):

Telephone number of authorised employee (with country code):

Email address of authorised employee:

Section 3 **Details of Holdings**

ADI Code of Other Debts	Principal amount of Other Debts held as at the Voting Record Time (do not include amount of accrued and unpaid interest)	Description of Other 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 Debt Scheme Creditor is a Participating Creditor in order to receive the Consent Fee, if applicable):	Indicative valuation of Deficiency Claim (optional) ²⁷

²⁷ Any Other Debt Scheme Creditor that wishes to provide an indicative valuation of its Deficiency Claim must do so in this Proxy Form and submit the same by no later than the Restructuring Effective Date.

Section 4 Other Debt Scheme Creditor Confirmations

The Other Debt Scheme Creditor named in this 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 Proxy Form and every obligation of the Other Debt Scheme Creditor under this 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 Debt 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 Debt 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 Other Debt Scheme Creditor and that all of the information in this Proxy Form is complete and accurate.

Yes

No

2. That, in relation to the Other Debt Scheme Creditor’s holding in the Other Debts identified in this form, the Other Debt Scheme Creditor has authority to give the voting instructions set out in Section 5 of this Proxy Form and, if applicable, to nominate the person named in this Proxy Form to attend and vote at the TJ Scheme Meeting.

Yes

No

In order for an Other Debt 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 Scheme, an Other Debt Scheme Creditor must respond “yes” in respect of paragraph 2 above.

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

(a) it has received the Scheme 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> or CEG’s website at www.evergrande.com;

(b) it has not given voting instructions or submitted a Proxy Form with respect to the Other Debts (except as contained in this Proxy Form);

(c) from the date on which it submits this Proxy Form, it will not sell, transfer, assign or otherwise dispose of its interest in all or any part of the Other 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 Debt Scheme Creditors' rights against the Company in respect of the Other Debs will be released);
 - B. the Scheme not being approved by the requisite majorities of the Scheme Creditors (provided that the TJ Scheme Meeting may be postponed or adjourned to a subsequent date in order to obtain the requisite approval);
 - C. the Hong Kong Court not granting a Scheme Sanction Order at the Scheme Convening Hearing and the Company having exhausted all avenues of appeal with the Hong Kong Court; 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 Debt Scheme Creditor as to whether, or how, to vote in relation to the Scheme 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 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 Debt 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 Debt 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 Debt 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 Scheme (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 Debt Scheme Creditor provides an indicative valuation of its Deficiency Claim in this Proxy Form, it acknowledges and

accepts that the Scheme Administrators and/or the Scheme Adjudicator may take any such indicative valuation of an Other Debt Scheme Creditor's Deficiency Claim into account when determining the valuation of such Other Debt Scheme Creditor's Entitlement 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; and

- (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 TJ New Notes, 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, or (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 Debt Scheme Creditor that is unable to give any of the representations in this Section 3 above (other than paragraph 3(i) or (j)) should contact the Information Agent at evergrande@investor.morrowsodali.com as soon as possible. Any Other Debt Scheme Creditor that is unable to give any of the representations in paragraph 3(i) or (j) above should contact the Company directly as soon as possible.

Section 5 Voting Instructions relating to the Scheme and Appointment of Proxy

This Section is required to only be completed by:

- **an Other Debt Scheme Creditor (other than Lake Noteholders) which intends to vote at the TJ Scheme Meeting;**
- **an Other Debt 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 Debt Scheme Creditor wishes to vote (or to instruct its proxy to vote) as follows (please select only one):

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

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

- to appoint the Chairperson²⁸ as its proxy to attend and vote on the Scheme on its behalf at the TJ Scheme Meeting in accordance with the instruction set forth above; or

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

- to appoint the proxy (other than the Chairperson) identified below to attend and vote on the Scheme on its behalf at the TJ Scheme Meeting in accordance with the instruction set forth above:

Name of proxy:

Passport country and number of proxy:

or;

- to attend and vote on the Scheme at the TJ Scheme Meeting in person or by the below validly authorised representative, if a corporation, in such manner as the Other Debt Scheme Creditor thinks fit.

Name of authorised representative:

Passport country and number of authorised representative:

Other Debt Scheme Creditors (other than Lake Noteholders) who are not Blocked Scheme Creditors must validly complete this Proxy Form, a Distribution Confirmation Deed (including affirmative Sanctions Law Representations and Securities Law Representations) and, if applicable, a Designated Recipient Form via the Portal to the Information Agent by the Bar Date.

Please note if the Scheme is sanctioned and become effective, its terms will be binding on all Scheme Creditors, including the Other Debt Scheme Creditors, whether or not they have completed this form.

Signature:

Name of signatory:

Title:

Date:

APPENDIX 1

DESIGNATED RECIPIENT FORM (if applicable)

Only to be completed by an Other Debt Scheme Creditor (other than Lake Noteholders) acting on their own behalf and (if applicable) a Designated Recipient

To be eligible to receive the New Instruments, 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 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 Bar Date, that Scheme Creditor's rights under the Scheme shall be extinguished and such Scheme Creditor will have no further rights with respect to the 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 Hong Kong. The courts of Hong Kong 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 Hong Kong 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:

The Scheme Creditor hereby irrevocably and unconditionally nominates:

Name of Designated Recipient:

Type of Designated Recipient (select one):

- Individual; or
- Organisation

Contact name: _____

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

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 Scheme in respect of (tick all that apply):

- all of the TJ New Notes 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 Other Debt/s that is/are the subject of the 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 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 Debt Scheme Creditors (other than Lake Noteholders) acting on their 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 and the Consent Fee (if applicable), or for a Designated Recipient to receive the New Instruments and Consent Fee instead of it, must ensure that this Distribution Confirmation Deed is validly completed by an Other Debt 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 Restructuring Effective Date; or
- By the Bar Date to receive Scheme Consideration on the Final Distribution Date.

In addition to this Distribution Confirmation Deed, Other Debt Scheme Creditors will need to complete a Proxy Form to receive Scheme Consideration 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 Debt Scheme Creditor cannot complete the Distribution Confirmation Deed themselves, the Other Debt 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 in 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 Scheme), 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 Scheme.
- (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 Scheme apply to this Deed except that references to the Scheme 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 Scheme;
 - (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 Scheme;
 - (iii) it will not seek to dispute, set aside, challenge, compromise or question the validity and efficacy of the Scheme 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 TJ New Notes and the payment-in-kind notes comprising the Consent Fee) is incorporated under the laws of Hong Kong;

- (2) the SJ Notes Documents and the SJ Notes are governed by New York law; and
- (3) the Other Debts are governed by Hong Kong law.
- (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 (which in each case shall be in the Agreed Form), and such other documents (which in each case shall be in the Agreed Form) that the Company reasonably considers necessary to give effect to the terms of the Scheme provided in each case, the execution of such documents (i) is permitted under clause 5 (*Authority and Instructions*) of the TJ Scheme 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 Scheme, on behalf of each of them and agree to be bound by its terms.

4. Distribution of the New Instruments 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 Other Debts that are the subject of the Proxy Form that it intends to receive the New Instruments and the Consent Fee (if applicable) to which it is entitled in accordance with the terms of the Scheme.
- (b) To the extent that a Scheme Creditor (or its Designated Recipient) is entitled to receive any of the New Instruments and any Consent Fee (if applicable) under the terms of the Scheme, it irrevocably directs the Company to issue such New Instruments and the payment-in-kind notes comprising the Consent Fee (if applicable) to it by crediting its account, held with Euroclear or Clearstream, as applicable, and identified in its Proxy Form with an economic or beneficial interest in the New Instruments 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 Hong Kong 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 Hong Kong 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 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 Scheme, the 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 TJ New Notes 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 Scheme 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 SJ Notes Depositary, the SJ Notes Paying and Transfer Agent and Registrar, the SJ Trustee, 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 and any payment-in-kind notes comprising the Consent Fee (if applicable) or the participation in the Scheme 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 Scheme 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 SJ Notes Depositary, the SJ Notes Paying and Transfer Agent and Registrar, the SJ Trustee, 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 Scheme and the other matters contained herein, upon the Scheme becoming effective on the Scheme Effective Date;
 - (f) it acknowledges that all authority conferred or agreed to be conferred pursuant to the 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 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 Scheme, make any modifications of, or additions to, the Scheme and/or the Restructuring Documents which would not directly or indirectly have a material adverse effect on the interests of the Scheme Creditors, the SJ Notes Depositary, the SJ Notes Paying and Transfer Agent and Registrar, the SJ Notes Trustee, the Lake Notes Trustee and Agent, the Existing Agents, the Holding Period Trustee, or the Successor Escrow Agent under the Scheme 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 Hong Kong Court at the Scheme Sanction Hearing subject to and in accordance with the terms of the Scheme;
 - (h) it acknowledges that neither the Scheme 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 Scheme at the TJ Scheme Meeting), any other member of the Group, the Advisors, the SJ Notes Depositary, the SJ Notes Paying and Transfer Agent and Registrar, the SJ Notes Trustee, 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 Scheme, 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 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;
 - (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 SJ NOTES SUBSIDIARY GUARANTEES 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 SJ NOTES SUBSIDIARY GUARANTEES 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 REGULATIONS 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 Scheme, 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 TJ New Notes 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 TJ New Notes 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 Agents, 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 TJ New Notes, 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, or (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 Debt Scheme Creditor (other than Lake Noteholders) acting on their 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 Debt Scheme Creditor) and (if applicable) on behalf of Designated Recipient (please select all that apply):

Self (Other Debt Scheme Creditor, other than Lake Noteholders)

Designated Recipient

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

By signing above, the Other Debt 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 3

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 GLAS in consultation with TJ or SJ (as applicable), against any supporting evidence provided by the relevant Blocked Scheme Creditor, will be provided to the Chairperson of the TJ Scheme Meeting or SJ Scheme Meeting (as applicable) with a recommendation that the vote contained therein be admitted as part of the overall vote on the TJ Scheme Meeting or SJ Scheme Meeting (as applicable). Blocked Scheme Creditors who are Participating Creditors must include their Accession Code when completing this Blocked Scheme Creditor Form and will need to vote in favour of the TJ Scheme and, in respect of SJ Notes Scheme Creditors, the SJ Scheme, in accordance with the instructions set out below in order to be entitled to the Consent Fee (as applicable).

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 TJ Scheme issued by TJ on 31 July 2023, subject to any amendments or modifications made by the Hong Kong Court, or the explanatory statement relating to the SJ Scheme issued by SJ on 31 July 2023, subject to any amendments or modifications made by the BVI Court, as applicable (the “**Explanatory Statements**”).

The TJ Scheme and the SJ Scheme will, if implemented, materially affect the Scheme Creditors of TJ and SJ respectively. 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 TJ Scheme Meeting and, if an SJ Notes Scheme Creditor, the SJ Scheme Meeting; and (c) allow them to receive the TJ Scheme Consideration and, if an SJ Notes Scheme Creditor, SJ 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 determined by the Clearing Systems, and who do 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 TJ Scheme or SJ Scheme (as applicable), through the Clearing Systems.
4. However, Blocked Scheme Creditors are invited to vote for, or against, the TJ Scheme and, if an SJ Notes Scheme Creditor, the SJ Scheme, by completing and submitting this Blocked Scheme Creditor Form, together with sufficient evidence to allow GLAS in consultation with TJ or SJ (as applicable) to reliably establish their identity, status as a Scheme Creditor and the value of their holding. Moreover, in order to receive the Consent Fee (as applicable), 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 TJ Scheme and, if an SJ Notes Scheme Creditor, the SJ Scheme.
5. **In order to vote on the TJ Scheme and, if an SJ Notes Scheme Creditor, the SJ Scheme, 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 on 23 August 2023, by email to GLAS at lm@glas.agency.**
6. **In order for SJ Notes Scheme Creditors to receive SJ Scheme Consideration, this Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Bar Date for the SJ Scheme which is 7:00 am BVI time / 7:00 pm Hong Kong time on the date falling fourteen (14) calendar days after the Scheme Effective Date, by email to GLAS at lm@glas.agency. Lake Noteholders are not Scheme Creditors of the SJ Scheme and accordingly are unable to receive SJ Scheme Consideration.**
7. **In order for the Blocked Scheme Creditor to receive TJ Scheme Consideration, this Blocked Scheme Creditor Form, together with the required evidence and information, must be submitted by no later than the Bar Date for the TJ Scheme, which is 135 days after the Restructuring Effective Date, by email to GLAS at 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 TJ Scheme Meeting and/or SJ Scheme Meeting with a recommendation that the vote contained therein be admitted as part of the overall vote on the TJ Scheme and/or SJ Scheme. The Chairperson of the TJ Scheme Meeting and the SJ Scheme Meeting 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. With respect to SJ Notes Scheme Creditors who are Blocked Scheme Creditors, 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 BVI. The courts of the BVI 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 BVI 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. With respect to Lake Noteholders who are Blocked Scheme Creditors, 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 Hong Kong. The courts of Hong Kong 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 Hong Kong 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.
13. For further information on how to complete or submit a Blocked Scheme Creditor Form, please contact GLAS at lm@glas.agency.

Section 2 Details of the Blocked Scheme Creditor

Full name of Blocked Scheme Creditor:

Type of Blocked Scheme Creditor (select one):

- Individual; or
- Organisation

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

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):

Email address:

Telephone number (with country code):

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):

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

To be completed if the Blocked Scheme Creditor is an organisation:

Jurisdiction of incorporation of Blocked Scheme Creditor:

Name of authorized representative:

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

Section 3 Details of Holdings

Type of Existing Debts held as at the Voting Record Time (i.e. SJ Notes or Lake Notes):

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):

Description of sufficient evidence of holding (which must be submitted with this completed form. Please attach proof of holding):²⁹

²⁹ 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 TJ and, if an SJ Notes Scheme Creditor, SJ, 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 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 TJ Scheme Meeting and, if an SJ Notes Scheme Creditor, the SJ Scheme Meeting:

Yes

No

In order for a Blocked Scheme Creditor to be eligible to vote (either in person or by proxy) and to receive TJ Scheme Consideration or SJ Scheme Consideration in accordance with the terms of the TJ Scheme or SJ Scheme respectively, 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 TJ and, in respect of SJ Notes Scheme Creditors, SJ, that:
 - (a) it has received the TJ Scheme and SJ Scheme (as applicable) and the relevant 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> or CEG’s website at www.evergrande.com;
 - (b) it is assuming all of the risks inherent in that Blocked Scheme Creditor participating in the TJ Scheme and, if an SJ Notes Scheme Creditor, the SJ Scheme, and has undertaken all the appropriate analysis of the implications of

participating in the TJ Scheme and, if an SJ Notes Scheme Creditor, the SJ Scheme, 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 Statements, none of TJ, SJ, the Information Agent, the SJ Notes Trustee (in respect of Blocked Scheme Creditors who are SJ Scheme Creditors), the Lake Notes Trustee and Agent (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 TJ Scheme or, if an SJ Notes Scheme Creditor, the SJ Scheme, 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;
- (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 TJ Scheme and, if an SJ Notes Scheme Creditor, the SJ Scheme, other than any taxes or similar payments for which a member of the Group is liable in accordance with the TJ New Notes and/or SJ New Instruments and/or the TJ New Notes Documents and/or the SJ 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 TJ, SJ, the SJ Notes Trustee (in respect of Blocked Scheme Creditors who are SJ Notes Scheme Creditors), the Lake Notes Trustee and Agent (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 Lake Noteholder provides an indicative valuation of its Deficiency Claim in Section 5 (*Voting instructions relating to the TJ Scheme and if an SJ Notes Scheme Creditor, the SJ Scheme and Appointment of Proxy*) 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 a Lake Noteholder’s Deficiency Claim into account when determining the valuation of such Lake Noteholder’s Entitlement 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 as soon as possible.

Section 5 Voting Instructions relating to the TJ Scheme and, if an SJ Notes Scheme Creditor, the SJ Scheme and Appointment of Proxy

This Section is required to be completed only if a Blocked Scheme Creditor intends to vote at the TJ Scheme Meeting or, if an SJ Notes Scheme Creditor, the SJ Scheme Meeting.

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

Voting Form

TJ Scheme

Both SJ Notes Scheme Creditors and Lake Noteholders are Scheme Creditors of the TJ Scheme and may vote in respect of it.

The Blocked Scheme Creditor, if admitted by TJ to vote at the TJ Scheme Meeting, wishes to vote (or to instruct its proxy to vote) as follows (**please select only one**):

- FOR** the TJ Scheme; or
- AGAINST** the TJ Scheme.

The Blocked Scheme Creditor, if admitted by TJ to vote at the TJ Scheme Meeting, wishes (please select only one of the following three boxes):

- to appoint the Chairperson³⁰ as its proxy to attend and vote on the TJ Scheme on its behalf at the TJ Scheme Meeting 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 TJ Scheme on its behalf at the TJ Scheme Meeting in accordance with the instruction set forth above:

Name of proxy:

Passport country and number of proxy:

- to attend and vote on the TJ Scheme at the TJ Scheme Meeting in person or by the below duly authorised representative, if a corporation, in such manner as the Blocked Scheme Creditor thinks fit.

³⁰ The Chairperson of the TJ Scheme Meeting is Mr Patrick Cowley of KPMG or, failing him, another representative of KPMG nominated by him.

Name of authorised representative:

Passport country and number of authorised representative:

Only to be completed by a Blocked Scheme Creditor who is a Lake Noteholder who wishes to provide an indicative valuation of its Deficiency Claim (optional):³¹

Aggregate principal amount of Lake Notes held as at the Voting Record Time (do not include amount of accrued and unpaid interest):

Indicative valuation of its Deficiency Claim (please specify currency):

SJ Scheme

Only SJ Notes Scheme Creditors are Scheme Creditors of the SJ Scheme and may vote in respect of it. Lake Noteholders are not Scheme Creditors of the SJ Scheme and are unable to vote in respect of it.

The Blocked Scheme Creditor, if admitted by SJ to vote at the SJ Scheme Meeting, wishes to vote (or to instruct its proxy to vote) as follows (please select only one):

- FOR** the SJ Scheme; or
- AGAINST** the SJ Scheme.

The Blocked Scheme Creditor, if admitted by SJ to vote at the SJ Scheme Meeting, wishes (please select only one of the following three boxes):

- to appoint the Chairperson³² as its proxy to attend and vote on the SJ Scheme on its behalf at the SJ Scheme Meeting in accordance with the instruction set forth above; or

³¹ Any Lake Noteholder who is a Blocked Scheme Creditor that wishes to provide an indicative valuation of its Deficiency Claim must do so in this Blocked Scheme Creditor Form and submit the same by no later than the Restructuring Effective Date.

³² The Chairperson of the SJ Scheme Meeting is Anna Silver of FFP (BVI) Limited in her capacity as the SJ Scheme Supervisor or, failing her, another representative of FFP (BVI) Limited nominated by her.

- to appoint the proxy (other than the Chairperson) identified below to attend and vote on the SJ Scheme on its behalf at the SJ Scheme Meeting in accordance with the instruction set forth above:

Name of proxy:

Passport country and number of proxy:

- to attend and vote on the SJ Scheme at the SJ Scheme Meeting 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:

Passport country and number of authorised representative:

Please note if the TJ Scheme or the SJ Scheme 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:

Name of signatory:

Title:

Date:

IMPORTANT NOTES:

1. Unless a Blocked Scheme Creditor admitted by TJ or SJ to attend the TJ Scheme Meeting and/or SJ Scheme Meeting (as applicable) 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 TJ Scheme Meeting and/or SJ Scheme Meeting (as applicable). It is recommended that the respective 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 TJ Scheme Meeting and/or SJ Scheme Meeting (as applicable) by or on behalf of the Blocked Scheme Creditor.
2. Any Blocked Scheme Creditor or its proxy admitted by TJ or SJ to attend the TJ Scheme Meeting and/or SJ Scheme Meeting in person must produce to TJ or SJ 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 one hour before the scheduled time of the TJ Scheme Meeting and/or SJ Scheme Meeting (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 TJ Scheme Meeting or SJ Scheme Meeting (as applicable) at the discretion of the respective 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 by the Voting Record Time.