

## NOTICE TO HOLDERS

**THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE BENEFICIAL OWNERS OF THE NOTES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE THE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE NOTES IN A TIMELY MANNER.**

**If you have recently sold or otherwise transferred your holding(s) of Notes (as defined below), you should immediately forward this Notice to the purchaser or transferee or the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.**

**If you have sold or otherwise transferred only part of your holding of Notes, you should retain a copy of this Notice and consult the stockbroker, bank or other agent through whom the sale or transfer was effected as to the action you should take.**

13 November 2023

**4.375% Senior Notes Due 2027 (the “Notes) issued by**

**CIFI Holdings (Group) Co., Ltd. (the “Issuer”)**

**Unconditionally and irrevocably guaranteed by the Subsidiary Guarantors**

**ISIN: XS2280431763 | Common Code: 228043176**

We refer to:

- (i) the indenture dated 12 January 2021 (as amended and supplemented from time to time, the “**Indenture**”), entered into among the Issuer, the Subsidiary Guarantors named therein and China Construction Bank (Asia) Corporation Limited as the trustee of the Notes (the “**Trustee**”);
- (ii) the notice from the Trustee dated 11 November 2023 in relation to the non-payment of interest amount due on 12 October 2022; and
- (iii) the notice from the Trustee dated 15 May 2023 in relation to the non-payment of interest amount due on 12 April 2023.

Capitalised terms used without definition in this notice shall have the same meanings as given to them in the Indenture.

In accordance with the Section 4.01(*Payment of Notes*) of the Indenture, the Issuer is obliged to pay the principal of, any premium on (if any) and interest, and Additional Amounts, if any, on the Notes on the dates and in the manner provided in the Notes and the Indenture. In accordance with the Global Note, the Issuer is obliged to pay interest on the Notes on 12 April and 12 October of each year, commencing 12 October 2021.

Please note that the Paying and Transfer Agent has informed the Trustee that, as at the date of this Notice, it has not received interest payment on the Notes due on 12 October 2022, 12 April 2023 and 12 October 2023 (US\$27,496,875 in total) from the Issuer.

## **Non-payment of interest**

We note that under Section 6.01(b) (*Events of Default*) of the Indenture, it is an Event of Default if the Issuer defaults in the payment of interest on any Note when the same becomes due and payable, and such default continues for a period of 30 consecutive days (the “**Grace Period**”). As of the date hereof, the Issuer has failed to pay interest due on 12 October 2023 and the Grace Period expired on 11 November 2023.

The Trustee hereby informs the Holders that an Event of Default under Section 6.01(b) (*Events of Default*) of the Indenture has occurred and is continuing as a result of the non-payment of interest on the Notes described above. A notice has been sent to the Issuer and the Subsidiary Guarantors informing them of the occurrence of such Event of Default.

Pursuant to Section 6.02 (*Acceleration*) of the Indenture, if an Event of Default occurs and is continuing under the Indenture, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding, by written notice to the Issuer (and to the Trustee if such notice is given by the Holders), may, and the Trustee at the written request of such Holders shall, subject to receiving indemnity and/or security to its satisfaction, declare the principal of, premium, if any, and accrued and unpaid interest on the Notes to be immediately due and payable. Upon a declaration of acceleration, such principal of, premium, if any, and accrued and unpaid interest shall be immediately due and payable.

## **Trustee's rights and protections under the Indenture**

Section 7.02(d) (*Certain Rights of Trustee and Other Agents*) of the Indenture provides: “*the Trustee will be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders, unless the requisite number of Holders have instructed the Trustee in writing and offered to the Trustee indemnity and/or security satisfactory to the Trustee against any loss, liability or expenses that might be suffered or incurred by it in compliance with such request or direction...*

## **No further action by the Trustee**

If you have any questions regarding this Notice, you may contact the Trustee at [cta\\_tm@asia.ccb.com](mailto:cta_tm@asia.ccb.com).

This Notice is given without prejudice to the rights of the Trustee under the Indenture and at law. The Trustee expressly reserves all of the rights, powers, claims and remedies available to it under the Indenture and applicable law. No delay or forbearance by the Trustee to exercise any right or remedy accruing upon the occurrence of a Default, an Event of Default or similar event under the terms of the Indenture, other documentation relating thereto or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or an acquiescence therein.

**The Trustee provides the information above for the information of Holders, but makes no representation as to the accuracy or completeness thereof and cannot accept any liability for any loss caused by any inaccuracy therein. The Trustee expresses no opinion as to the action (if any) that Holders should take in relation to the matters set out above. The Trustee makes no recommendations and gives no legal or investment advice herein or as to the Notes generally. Holders should take and rely on their own independent legal, financial or other professional advice, and may not rely on advice or information provided to the Trustee, statements as to the legal position included in notices issued by the Trustee relating to the Notes or otherwise or the views of the Trustee expressed herein or otherwise.**

**The ISIN and Common Code numbers appearing herein have been included solely for the convenience of the Holders. The Trustee assumes no responsibility for the selection or use of such number and makes no representation as to the correctness of the numbers listed above.**

For and on behalf of

**CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED**

as Trustee