

THIS SOLICITATION PACKET IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

Introduction

This Solicitation Packet performs the following important functions:

- first, the Company is soliciting votes from the Scheme Creditors in respect of the Scheme. Only those who are Scheme Creditors as at the Record Time are entitled to vote at the Scheme Meeting (either in person or by proxy) and to receive the Restructuring Consideration (subject to certain conditions that are explained in this Solicitation Packet). This Solicitation Packet sets out instructions and guidance for voting at the Scheme Meeting. For the avoidance of doubt, the Account Holders and the Intermediaries are not the Scheme Creditors for the purpose of voting and receiving distributions of the Restructuring Consideration unless they also have a beneficial interest as principal in the Existing Notes held in global form through the Clearing Systems as at the Record Time (for voting purposes). The Existing Notes Trustee and the Existing Notes Common Depositary (and its nominee) will not (in accordance with their respective customary practices) exercise any voting rights they may have in respect of the Existing Notes at the Scheme Meeting; and
- second, in order to receive any Restructuring Consideration on the Restructuring Effective Date if the Scheme becomes effective in accordance with its terms, Scheme Creditors are required to ensure that a validly completed Account Holder Letter with the applicable appendices are submitted to the Information Agent, via their respective Account Holder. This Solicitation Packet includes the forms of those documents, as well as instructions and guidance on how to complete them.

Please read the Explanatory Statement and the Scheme and follow the instructions contained herein before completing the Account Holder Letter.

The Existing Notes Trustee and the Existing Notes Common Depositary have undertaken not to vote at the Scheme Meeting.

Unless otherwise defined herein, defined words in this Solicitation Packet shall have the meaning given to them in Schedule 1 (*Definitions and Interpretation*) to the Explanatory Statement.

The Company reserves the right to terminate or amend this Solicitation Packet at any time prior to the Record Time and the Voting Deadline in a manner that is not materially adverse to the interests of the Scheme Creditors. The Company also reserves the right to change the Record Time and/or Voting Deadline to a later time or date. Any such extension will be followed as promptly as practicable by notice thereof to the Scheme Creditors. If the Company extends the Record Time and/or the Voting Deadline, it also reserves the right to establish a later Custody Instruction Deadline.

Key Dates

The key dates in respect of the Scheme are:

- **Custody Instruction Deadline:** being 11 p.m. Hong Kong time on 19 May 2023, the equivalent being 10 a.m. Cayman Islands time on 19 May 2023.¹
- **Voting Deadline:** being 11 p.m. Hong Kong time on 24 May 2023, the equivalent being 10 a.m. Cayman Islands time on 24 May 2023.²
- **Record Time:** being following the close of business and cessation of trading of the Clearing Systems on 24 May 2023.

¹ **Note:** to be at least 48 hours before the Voting Deadline/Record Date to allow sufficient processing time.

² **Note:** to be on the same day as the Record Time.

- **Scheme Meeting:** to be held at 8 p.m. Hong Kong time on 30 May 2023, the equivalent time being 7 a.m. Cayman Islands time on 30 May 2023.
- **Scheme Effective Date:** being the date on which a sealed copy of the Scheme Sanction Order has been filed with the Registrar of Companies pursuant to section 86(3) of the Cayman Companies Act for registration in respect of the Scheme.
- **Restructuring Effective Date:** the date specified as the Restructuring Effective Date in the most recent in time notice provided to Scheme Creditors in accordance with clause 4.2 (*Step 2: Designation of Restructuring Effective Date*) of the Scheme.
- **Bar Date:** being the date which is 140 days after the Restructuring Effective Date.
- **Holding Period:** means the period from the Restructuring Effective Date up to the date falling 165 days after the Restructuring Effective Date (or, if such date is not a Business Day, the next Business Day after that date).
- **Holding Period Expiry Date:** being the date falling 165 days after the Restructuring Effective Date (or, if such date is not a Business Day, the next Business Day after that date).

Voting at the Scheme Meeting

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

- please ensure that the Existing Notes are blocked in the relevant Clearing System via a Custody Instruction prior to the **Custody Instruction Deadline**; and
- please ensure that the Account Holder Letter is validly completed, executed and submitted online via the Scheme AHL Portal (<https://portal.morrowsodali.com/DexinAHL>) in accordance with the instructions set out therein so that it is received by the Information Agent by the **Voting Deadline**.

Please allow sufficient time for your Account Holder to give instructions to the relevant Clearing System to block the Existing Notes in the relevant Clearing System before the **Custody Instruction Deadline**. Please also allow sufficient time for your Account Holder to give instructions to the Clearing Systems in accordance with the procedures established between them to ensure that a validly completed Account Holder Letter is submitted to the Information Agent by the **Voting Deadline**.

Please note that pursuant to the terms of the RSA, each Scheme Creditor that is a Consenting Creditor must vote in favour of the Cayman Scheme at the Scheme Meeting in order to be eligible to receive the Cash Prepayment Fee.

Entitlement to receive Restructuring Consideration

- In order for you (or your Designated Recipient, if any) to receive the Restructuring Consideration (other than the Instruction Fee which was paid on 29 December 2022) on the Restructuring Effective Date, please ensure that the Custody Instruction is submitted via the Clearing Systems by the Custody Instruction Deadline and the Account Holder Letter and, for receiving New Notes, the Distribution Confirmation Deed are validly completed, executed and returned online via the Scheme AHL Portal (<https://portal.morrowsodali.com/DexinAHL>) in accordance with the instructions set forth therein so that they are submitted to and received by the Information Agent by the **Voting Deadline**. The Company will notify the Scheme Creditors of the occurrence of the Restructuring Effective Date in accordance with the terms of the Scheme.
- A Scheme Creditor who fails to submit (or have submitted on its behalf) the required documents by the Voting Deadline will not receive its Restructuring Consideration on the Restructuring Effective Date and will be regarded as an Unadmitted Scheme Creditor (as defined in the Scheme). Unadmitted Scheme Creditors should read the Holding Period Trust Deed and follow

the instructions therein and set out in this Solicitation Packet for submission of the required documentation by the **Bar Date**.

- If you are not an Eligible Person (i.e. a person who cannot make affirmative securities law confirmations set out in Annex B to the Distribution Confirmation Deed), you may designate a Designated Recipient who is an Eligible Person in order to receive your New Notes by submission of a Designated Recipient Form in accordance with the terms of the Scheme and the instructions set forth contained therein.
- If you are a Scheme Creditor who is otherwise entitled to receive the Cash Prepayment Fee under the terms of the RSA, then you must vote in favour of the Cayman Scheme at the Scheme Meeting by following the instructions set out herein prior to the **Voting Deadline**. Failure to submit Part 1 and Part 2 of the Account Holder Letter to the Information Agent prior to the Voting Deadline shall invalidate any entitlement to the Cash Prepayment Fee.

FOR ASSISTANCE CONTACT

Morrow Sodali Limited

Attention: Global Debt Services Team

Telephone: +44 20 4513 6933 (London) / +852 2319 4130 (Hong Kong)

Email: dexin@investor.morrowsodali.com

Scheme Website: <https://projects.morrowsodali.com/DexinScheme>

Scheme AHL Portal: <https://portal.morrowsodali.com/DexinAHL>

ACTIONS TO BE TAKEN – DOCUMENTS AND DEADLINES

Summary Table for Scheme Creditors

Action	Documents / Custody Instructions to submit	Deadline
To vote at the Scheme Meeting	<ul style="list-style-type: none"> • Custody Instruction 	<u>Custody Instruction Deadline and prior to submission of the Account Holder Letter</u> (Check relevant deadlines with your custodian and/or Clearing System, as they may impose their own earlier deadlines)
	<ul style="list-style-type: none"> • Part 1 and Part 2 of the Account Holder Letter 	<u>Voting Deadline</u>
To receive Restructuring Consideration on the Restructuring Effective Date	<ul style="list-style-type: none"> • Custody Instruction (note for Consenting Creditors: in order to be eligible to receive the Cash Prepayment Fee, Accession Code must be included in the Custody instruction) 	<u>Custody Instruction Deadline and prior to submission of the Account Holder Letter</u> (Check relevant deadlines with your custodian and/or Clearing System, as they may impose their own earlier deadlines)
	<ul style="list-style-type: none"> • Part 1 of the Account Holder Letter (note for Consenting Creditors: in order to be eligible to receive the Cash Prepayment Fee, the Accession Code must be included in the Account Holder Letter) • Distribution Confirmation Deed • Designated Recipient Form (for a Scheme Creditor who is not an Eligible Person and who wishes to appoint a Designated Recipient to receive its New Notes as part of the Restructuring Consideration) 	<u>Voting Deadline</u>
To receive the Restructuring Consideration by the Holding Period Expiry Date	<ul style="list-style-type: none"> • See documents required in the Holding Period Trust Deed for establishing entitlements to the Trust Assets 	<u>Bar Date</u>

Table of Contents

Contents	Page
SOLICITATION PACKET	1
ACTIONS TO BE TAKEN – DOCUMENTS AND DEADLINES.....	4
1 INTRODUCTION	6
2 GENERAL GUIDANCE FOR VOTING.....	6
3 INSTRUCTIONS RELATING TO VOTING	9
4 INSTRUCTIONS RELATING TO RESTRUCTURING CONSIDERATION	11
5 BLOCKING EXISTING NOTES AND UNDERTAKING NOT TO TRANSFER.....	13
SCHEDULE 1 ACCOUNT HOLDER LETTER	16
PART 1 SCHEME CREDITOR, ACCOUNT HOLDER AND HOLDINGS DETAILS	20
PART 2 VOTING AND APPOINTMENT OF PROXY	24
APPENDIX 1 TO THE ACCOUNT HOLDER LETTER.....	27
APPENDIX 2 TO THE ACCOUNT HOLDER LETTER.....	29

1 INTRODUCTION

1.1 These instructions have been prepared to assist the Scheme Creditors and Account Holders in completing the Account Holder Letter located at Schedule 1 (*Account Holder Letter*) and the documents enclosed therewith.

1.2 The Account Holder Letter encloses the following documents:

- 1.2.1** the Designated Recipient Form, being a form a Scheme Creditor may complete (or, if applicable, arrange to have its Account Holder complete) in order to appoint a Designated Recipient to be the recipient of a Scheme Creditor's Restructuring Consideration that would otherwise be issued to such Scheme Creditor on the Restructuring Effective Date. The Designated Recipient Form is located at Appendix 1 (*Designated Recipient Form*) to the Account Holder Letter; and
- 1.2.2** the Distribution Confirmation Deed, being a deed that a Scheme Creditor (or its Designated Recipient) must complete (or, if applicable, arrange to have its Account Holder complete) in order to confirm (amongst other things) that such Scheme Creditor (or its Designated Recipient) may lawfully be issued with the New Notes. The Distribution Confirmation Deed is located at Appendix 2 (*Distribution Confirmation Deed*) to the Account Holder Letter.

1.3 The Information Agent has been appointed to facilitate communications with Scheme Creditors concerning the Scheme. The Information Agent is the agent of the Company and does not owe any duty to any Scheme Creditor.

2 GENERAL GUIDANCE FOR VOTING

2.1 Scheme Meeting

- 2.1.1** Before the Scheme can become effective and binding on the Company and the Scheme Creditors, a majority in number, representing at least 75% of the aggregate value of the Scheme Claims, of the Scheme Creditors present and voting (whether in person or by proxy) at the Scheme Meeting must vote to approve the Scheme.
- 2.1.2** The Scheme Meeting shall be held at the office of Conyers Dill & Pearman LLP at SIX, 2nd Floor, Cricket Square, George Town, Grand Cayman, Cayman Islands, with any adjournment as may be appropriate, at 8 p.m. Hong Kong time on 30 May 2023, the equivalent time being 7 a.m. Cayman Islands time on 30 May 2023 (subject to applicable COVID-19 restrictions, policies or guidance then in force, and in which case any changes in arrangements relating to the Scheme Meeting shall be communicated to Scheme Creditors in advance of the Scheme Meeting on the Scheme Website and by a public announcement published on The Stock Exchange of Hong Kong Limited). Scheme Creditors will be able to attend the Scheme Meeting either in person, by a duly authorised representative (if a corporation) or by proxy. Scheme Creditors will also be able to attend the Scheme Meeting by video conference using dial-in details which may be obtained on request from the Information Agent; therefore references to attending the Scheme Meeting in person in this Solicitation Packet should, as appropriate, be read as including joining such video conference. Telephone conference facilities will also be made available to Scheme Creditors upon request to the Information Agent allowing Scheme Creditors to listen in to the Scheme Meeting and to ask questions (but not to cast their vote).

- 2.1.3 Formal notice of the Scheme Meeting is set out in Schedule 3 (*Notice of Scheme Meeting*) to the Explanatory Statement.
- 2.1.4 The dates referred to in paragraph 2.1.2 above assume that the Scheme Meeting will not be adjourned or delayed.
- 2.1.5 The Existing Notes Trustee and the Existing Notes Common Depository (including any nominee(s) of the Existing Notes Common Depository as registered holders of the Existing Notes) have undertaken, pursuant to limitations in the Existing Notes Indenture not to exercise any voting rights it may have in respect of the Existing Notes at the meeting at any meeting of the Scheme Creditors.

2.2 Process and deadline for voting at the Scheme Meeting

- 2.2.1 In order to vote at the Scheme Meeting, a Scheme Creditor should submit (or arrange to have submitted on its behalf) a validly completed Account Holder Letter in accordance with the instructions herein by the **Voting Deadline**. Prior to submitting the Account Holder Letter, a Custody Instruction must also have been submitted in respect of the Scheme Creditors' Existing Notes prior to the **Custody Instruction Deadline** (see paragraph 5.2 (*Procedure for blocking Existing Notes*) below for further details).
- 2.2.2 If a Scheme Creditor is not an Account Holder, it must ensure that it submits its voting instructions and elections to its Account Holder sufficiently in advance of the Voting Deadline to enable its Account Holder to complete and submit the Account Holder Letter to the Information Agent by the Voting Deadline.
- 2.2.3 Subject to paragraph 2.2.4 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 by the Voting Deadline; and/or
 - (ii) block (or procure that its Account Holder blocks) its Existing Notes in the relevant Clearing System before the Custody Instruction Deadline,
 will mean that the voting instructions and elections contained in any Account Holder Letter submitted to and received by the Information Agent 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 Scheme at the Scheme Meeting.
- 2.2.4 Notwithstanding any other provisions of the Explanatory Statement, the Chairperson of the Scheme Meeting will be entitled, at the sole discretion of the Chairperson, to permit a Scheme Creditor (or a proxy on its behalf) to vote at the Scheme Meeting notwithstanding the fact that its completed Account Holder Letter has not been delivered prior to the Voting Deadline, if: (i) the relevant Scheme Creditor has delivered a validly completed Account Holder Letter between the Voting Deadline and the Scheme Meeting; or (ii) the Chairperson considers that the relevant Scheme Creditor has produced sufficient proof that it is in fact a Scheme Creditor.
- 2.2.5 Voting on the Scheme will take place at the Scheme Meeting by Scheme Creditors appearing in person, by a duly authorised representative (in the case of a corporation) or by proxy as explained in more detail in paragraph 3 (*Instructions relating to voting*) below.

2.3 Assessment of Scheme Claims for voting purposes

- 2.3.1 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 vote for every USD1 of its Voting Scheme Claims (as defined below) (rounded down to the nearest USD1) as calculated for voting purposes in accordance with paragraph 2.3.2 below.
- 2.3.2 Subject to paragraph 2.3.5 below, the principal amount of the Voting Scheme Claims (as defined below) of each Scheme Creditor who submits (or have submitted on its behalf) a valid Account Holder Letter will be calculated for voting purposes as at the **Record Time**. Specifically, votes of Scheme Creditors will be admitted at the Scheme Meeting at a value equal to the outstanding principal amount of the Existing Notes in which each Scheme Creditor held an economic or beneficial interest as principal at the Record Time (without double counting) (the "**Voting Scheme Claims**").
- 2.3.3 Subject to paragraph 2.3.5 below, the Information Agent shall assist the Chairperson to assess Voting Scheme Claims for the purposes of determining the number of votes to be assigned to a Scheme Creditor by: (i) verifying the principal amount of the Existing Notes set out in the relevant Account Holder Letter against the information provided by the Clearing System through which that Scheme Creditor (or its Account Holder acting on its behalf) holds its interest in the Existing Notes as at the Record Time; and (ii) reconciling the Custody Instruction Reference Number specified in the Account Holder Letter submitted by or on behalf of a Scheme Creditor with the blocking instructions recorded by Euroclear and Clearstream.
- 2.3.4 Only those persons who: (i) are Scheme Creditors as at the Record Time; and (ii) have submitted (or arranged to have submitted on its behalf) an Account Holder Letter by the Voting Deadline in accordance with paragraphs 3.3 (*Submission of an Account Holder Letter*) and 3.4 (*Attending the Scheme Meeting*) below 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.
- 2.3.5 The Chairperson may, for voting purposes only, reject a Voting Scheme Claim in whole or in part if the Chairperson considers that the relevant Scheme Creditor has not complied with the voting procedures described in this Solicitation Packet. If a Voting Scheme Claim is unascertained, contingent or disputed (in part) but the Chairperson is able to place a minimum value on that Voting Scheme Claim, the Chairperson may admit the Voting Scheme Claim for voting purposes at the Scheme Meeting only at that value. If a Voting Scheme Claim is disputed in its entirety, or the Chairperson is otherwise unable to place a minimum value on it, that Voting Scheme Claim may be valued at USD1 for voting purposes.
- 2.3.6 The Chairperson will report to the Court at the Scheme Sanction Hearing with his or her decision to reject any Voting Scheme Claims, with details of any such Voting Scheme Claims and the reasons for rejection.
- 2.3.7 Subject to any inherent jurisdiction of the Court, the decision of the Chairperson as to the admission of votes at the 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.
- 2.3.8 The admission and valuation of any Voting Scheme Claim for voting purposes does not (in itself) constitute an admission of the existence or value of any Scheme Claim and will not bind the Company for any purpose other than voting at the Scheme Meeting.

3 INSTRUCTIONS RELATING TO VOTING

3.1 General

- 3.1.1** Each Scheme Creditor who is not an Account Holder shall request its Account Holders to submit its voting instructions and elections under the Scheme. The details required within the Account Holder Letter, must be sent by each Scheme Creditor who is not an Account Holder to its Account Holder, and not to the Information Agent, allowing sufficient time for the Account Holder to receive the information, complete the Account Holder Letter, and submit the Account Holder Letter to the Information Agent via the Scheme AHL Portal by the Voting Deadline.
- 3.1.2** It will be the responsibility of the Account Holder who is not the Scheme Creditor to obtain from the Scheme Creditor (through any Intermediaries, if applicable) on whose behalf it is acting, in accordance with the procedures established between them, whatever information or instructions they may require in an Account Holder Letter (including, for the avoidance of doubt, for the purposes of the Designated Recipient Form, if applicable, and the Distribution Confirmation Deed) and to provide the information, instructions and confirmations required by the Account Holder Letter. None of the Company, the Information Agent or any other person will be responsible for any loss or liability incurred by a Scheme Creditor 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.
- 3.1.3** If a person 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 the Account Holder Letter in this Solicitation Packet.

3.2 Completion of an Account Holder Letter

Elections relating to Scheme Meeting

- 3.2.1** In summary, each Scheme Creditor may decide, among other things:
 - (i) to attend and vote at the Scheme Meeting in person or, if a corporation, by a duly authorised representative;
 - (ii) to instruct the Chairperson as its proxy to cast a vote on behalf of such Scheme Creditor in accordance with the wishes of such Scheme Creditor; or
 - (iii) to appoint someone else as its proxy to attend and whether to instruct it to cast a vote in accordance with the wishes of such Scheme Creditor,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 completed.
- 3.2.2** Each 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 Scheme Creditor intends to attend and vote in person or, if a corporation, by a duly authorised representative, in case such Scheme Creditor is unable to do so for some reason. A 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, but the proxy previously appointed will no longer be entitled to vote under that appointment.

Instructions to be included

3.2.3 Each Scheme Creditor should ensure that the following are included in the Account Holder Letter submitted:

- (i) its identity and other information in Section 1 (*Details of the Scheme Creditor*) of Part 1 (*Scheme Creditor, Account Holder and Holdings Details*) of the Account Holder Letter;
- (ii) the Account Holder's information and details of the Existing Notes which are the subject of the Account Holder Letter, including the ISIN code, the principal amount of the Existing Notes held, the Clearing System participant account number of the Account Holder and, in respect of the relevant Custody Instruction, the relevant Custody Instruction Reference Number in Sections 2 (*Account Holder Details*) and 3 (*Details of Holdings*) of Part 1 (*Scheme Creditor, Account Holder and Holdings Details*) of the Account Holder Letter;
- (i) its voting instructions with respect to the Scheme in Part 2 (*Voting and Appointment of Proxy*) of the Account Holder Letter;
- (iii) if applicable, the appointment of a Designated Recipient in Appendix 1 (*Designated Recipient Form*); and
- (iv) a completed and signed (by the Scheme Creditor or the Account Holder on behalf of the Scheme Creditor or, if applicable, a Designated Recipient) Distribution Confirmation Deed in Appendix 2 (*Distribution Confirmation Deed*).

3.2.4 Each Scheme Creditor that submits, delivers or procures the delivery of an Account Holder Letter shall be deemed to make the representations, warranties and undertakings to the Company and the Information Agent set forth in the Account Holder Letter.

3.3 Submission of an Account Holder Letter

3.3.1 The Solicitation Packet (including the Account Holder Letter), the Explanatory Statement, the Scheme and related materials are available for inspection on the Scheme Website by Scheme Creditors.

3.3.2 The Account Holders shall also forward the Solicitation Packet, the Explanatory Statement, the Scheme and any related materials (or, if this is impracticable for technical reasons, directions to the Scheme Website where all such documents may be accessed) to the relevant Scheme Creditors for voting. After the Scheme Creditors return their voting instructions, votes and elections to the Account Holder, the Account Holder must ensure the Account Holder Letter is fully and validly completed and then return the Account Holder Letter to the Information Agent via the Scheme AHL Portal.

3.3.3 All Account Holder Letters should be submitted by Account Holders as soon as possible to the Information Agent by the Voting Deadline. Any Account Holder Letter submitted to and received by the Information Agent after the Voting Deadline will be disregarded for voting purposes and the applicable Scheme Creditor shall not be entitled to vote at the Scheme Meeting, except as may be permitted by the Chairperson in his or her sole discretion.

3.4 Attending the Scheme Meeting

- 3.4.1 The Scheme Meeting will take place at the time and place described in paragraph 2.1.2 above.
- 3.4.2 Any Scheme Creditor or its proxy attending the Scheme Meeting in person at the office of Conyers Dill & Pearman LLP at SIX, 2nd Floor, Cricket Square, 171 Elgin Ave, George Town, Grand Cayman, Cayman Islands must produce a duplicate copy of the Account Holder Letter validly completed and submitted by or on behalf of that Scheme Creditor 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 registration desk by no later than one hour 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 discretion of the Chairperson. For the avoidance of doubt, if a Scheme Creditor appoints the Chairperson as its proxy, there is no need for the Chairperson to take the Account Holder Letter to the Scheme Meeting.
- 3.4.3 A Scheme Creditor who has indicated in the Account Holder Letter that it wishes to attend the Scheme Meeting in person or by proxy and has subsequently confirmed to the Information Agent that it wishes to attend the Scheme Meeting via video conference will be sent instructions for attending the Scheme Meeting from the Information Agent to the contact information provided in the Account Holder Letter, upon the Information Agent (on behalf of and in consultation with the Company) being satisfied that the Scheme Creditor and/or the representative requesting the same has provided evidence of its identity and/or its authority to represent the Scheme Creditor at the Scheme Meeting.

4 INSTRUCTIONS RELATING TO RESTRUCTURING CONSIDERATION

4.1 Record Time and Scheme Effective Date

- 4.1.1 All Scheme Claims shall be determined at the Record Time.
- 4.1.2 If the Scheme Effective Date occurs, the Scheme will become effective and binding on the Company and all Scheme Creditors (and any person who acquires any interest in or arising out of a Scheme Claim after the Record Time).

4.2 Assignments or transfers of Scheme Claims after the Record Time

- 4.2.1 Neither the Company nor the Information Agent shall be under any obligation to recognise any sale, assignment or transfer of any Scheme Claim after the Record Time and all entitlements of Scheme Creditors (and/or their Designated Recipients, as applicable) under the Scheme shall be determined as at the Record Time, *provided* that the Company may, in its sole discretion and subject to the production of such evidence as it may reasonably require and to any other terms and conditions which the Company may consider necessary or desirable, agree to recognise such assignment or transfer for the purposes of determining any Restructuring Considerations under the Scheme. Any assignee or transferee of a Scheme Creditor so recognised by the Company shall be bound by the terms of the Scheme 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 Scheme.

4.3 Restructuring Consideration

- 4.3.1 Each Scheme Creditor's Restructuring Consideration shall comprise its entitlement to receive the Cash Prepayment Fee (if applicable), the Instruction Fee (which was paid in cash on 29 December 2022), the accrued interest as calculated pursuant to the RSA and the New Notes to be issued by the Company pursuant to the New Notes Indenture and shall be allocated in accordance with a Scheme Creditor's validly completed Account Holder Letter.
- 4.3.2 The Restructuring Considerations of Scheme Creditors will be distributed as follows under the terms of the Scheme:
 - (i) on the **Restructuring Effective Date**, to the Scheme Creditors who have submitted (or arranged to have submitted on its behalf) to the Information Agent validly completed and signed copies of the Account Holder Letter, and, for receiving New Notes, Distribution Confirmation Deed and, if applicable, a Designated Recipient Form by the **Voting Deadline**; and
 - (ii) **between the Restructuring Effective Date and the Holding Period Expiry Date**, to those Unadmitted Scheme Creditors (being Scheme Creditors who fails to submit (or have submitted on its behalf) the required documents by the Voting Deadline), *provided* that such Unadmitted Scheme Creditors should establish their entitlement to their share of the relevant Trust Assets, and submitted the required documents in accordance with the terms of the Holding Period Trust Deed by the **Bar Date**.
- 4.3.3 The New Notes will be eligible for distribution, clearing and settlement only through Euroclear and Clearstream and will be distributed to the same Euroclear or Clearstream account in which the Existing Notes are held.

4.4 Restructuring Effective Date

- 4.4.1 In order to receive its Restructuring Consideration (other than the Instruction Fee which was paid in cash on 29 December 2022) on the Restructuring Effective Date, a Scheme Creditor must ensure that: (i) a Custody Instruction has been submitted on its behalf in respect of its Existing Notes prior to the Custody Instruction Deadline; and (ii) that validly completed and signed copies of Part 1 (*Scheme Creditor, Account Holder and Holdings Details*) of the Account Holder Letter (including a reference to the Custody Instruction Reference Number), the Distribution Confirmation Deed and, if applicable, a Designated Recipient Form are delivered to and received by the Information Agent via the Scheme AHL Portal by the Voting Deadline or, in the event that the Scheme Meeting is adjourned, by such later time and date as may be set by the Company and notified to Scheme Creditors in the same manner in which the notice of the Scheme Meeting was notified to them.
- 4.4.2 A Scheme Creditor may receive its Restructuring Consideration on the Restructuring Effective Date even if it votes against, or does not submit a vote in respect of, the Scheme, subject to it complying with paragraph 4.4.1 above.
- 4.4.3 Any Scheme Creditor who fails to submit (or arrange to have submitted on its behalf) a validly completed Account Holder Letter by the Voting Deadline shall not receive its Restructuring Consideration on the Restructuring Effective Date. Any Scheme Creditor that only submits the Account Holder Letter (without the appendices thereto, being the Distribution Confirmation Deed and, if applicable, a Designated Recipient Form) shall not receive its New Notes as part of the Restructuring Consideration. Subject to compliance with the instructions in paragraph 4.5 (*Bar Date and Holding Period Expiry*

Date) below, an Unadmitted Scheme Creditor shall receive its Restructuring Consideration on or before the Holding Period Expiry Date.

4.5 Bar Date and Holding Period Expiry Date

- 4.5.1** The **Bar Date** is the final deadline for a Scheme Creditor to submit the documentation required to receive any Restructuring Consideration under the terms of the Scheme.
- 4.5.2** The **Holding Period Expiry Date** is the date falling 165 days after the Restructuring Effective Date (or, if such date is not a Business Day, the next Business Day after that date) as notified by the Company to Scheme Creditors pursuant to the provisions of the Scheme.
- 4.5.3** If a Scheme Creditor has not already done so by the Voting Deadline, it must ensure that validly completed and signed copies of the required documents are received by the Information Agent and/or the Holding Period Trustee (as applicable) by the Bar Date in accordance with the terms of the Holding Period Trust Deed for receiving its share of the relevant Trust Assets on such Distribution Date as may be selected by the Company in its sole discretion and notified to such Scheme Creditor in advance, provided always that the last such Distribution Date will be the Holding Period Expiry Date.
- 4.5.4** Any remaining amount of the Trust Assets after the distribution set out in paragraph 4.5.3 above shall be transferred to the Company by the Holding Period Trustee in accordance with the terms of the Holding Period Trust Deed.

All Scheme Claims will be released on the Restructuring Effective Date in accordance with the terms of the Scheme. If a Scheme Creditor fails to do the above, including following the procedures set out in paragraph 4.5 (Bar Date and Holding Period Expiry Date) and the Holding Period Trust Deed, it will cease to be entitled to receive any Restructuring Consideration but shall have its Scheme Claims compromised irrevocably and shall be bound by the releases under the Scheme.

5 BLOCKING EXISTING NOTES AND UNDERTAKING NOT TO TRANSFER

5.1 General

- 5.1.1** A Scheme Creditor who procures the submission of an Account Holder Letter by the Voting Deadline to vote at the Scheme Meeting and/or receive any Restructuring Consideration on the Restructuring Effective Date must before the Custody Instruction Deadline and prior to delivering the Account Holder Letter to the Information Agent block its Existing Notes by ensuring that its Account Holder follows the instructions set out in paragraph 5.2 (*Procedure for blocking Existing Notes*).
- 5.1.2** An Account Holder Letter that does not contain reference to a valid Custody Instruction Reference Number will not be valid for the purposes of voting at the Scheme Meeting and/or receiving a Scheme Creditor's Restructuring Consideration on the Restructuring Effective Date and the Company and the Information Agent reserve the right to reject any Account Holder Letter that does not contain a reference to a valid Custody Instruction Reference Number.
- 5.1.3** Please note that the Clearing System in which you (or your custodian) hold your Existing Notes may impose an earlier deadline for the submission of the Custody Instruction and/or Account Holder Letter. To ensure timely submission of your Custody Instruction and Account Holder Letter, please request your custodian to check with the Clearing System as to whether any earlier deadline is applicable and ensure that your Custody

Instruction and/or Account Holder Letter are received before any applicable deadline. This is particularly important if you wish to submit an Account Holder Letter by the Voting Deadline in order to vote at the Scheme Meeting and/or to receive your Restructuring Consideration on the Restructuring Effective Date.

- 5.1.4 The Existing Notes should be blocked 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. 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 cross-referenced in the Account Holder Letter relating to the Existing Notes in respect of which the Custody Instruction Reference Number has been obtained. It is the responsibility of the Account Holder to (and of a Scheme Creditor to ensure that its Account Holder) comply with any particular deadlines required by such persons or the Information Agent in order to meet the Custody Instruction Deadline and the Voting Deadline. As such, Account Holders should ensure that Euroclear or Clearstream, as applicable, has received Custody Instructions regarding the Existing Notes that are the subject of each Account Holder Letter and each Scheme Creditor 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 cross-references the Custody Instruction Reference Number.
- 5.1.5 If the Restructuring Effective Date occurs before the Longstop Date, all of the Existing Notes will be cancelled in the Clearing Systems and will be irrevocably released and cancelled in full in accordance with the terms of the Scheme as at the Restructuring Effective Date and thereafter will not be capable of being traded in the Clearing Systems.
- 5.1.6 Any documentation and relevant Custody Instruction submitted by or on behalf of a Scheme Creditor shall be irrevocable for all purposes in connection with the Scheme unless and until the Company has provided an irrevocable instruction to the Information Agent in accordance with paragraph 5.1.7 below.
- 5.1.7 The Company shall provide an irrevocable instruction to the Information Agent to immediately cause the Existing Notes to be unblocked:
 - (i) within three Business Days after one of the circumstances below occurs:
 - (a) the Scheme is not approved by the requisite majorities of the Scheme Creditors at the Scheme Meeting, is withdrawn or is terminated in accordance with terms of the Scheme;
 - (b) the Scheme is not sanctioned by a final and unappealable order of the Court;
 - (c) the Restructuring does not become effective by the Longstop Date;
 - (d) subject to the terms of the RSA, the Company gives written notice of an intention not to proceed with the Scheme; or
 - (e) subject to sub-paragraph (d) above, the Company, at its sole discretion, consents to unblock the Existing Notes.

5.2 Procedure for blocking Existing Notes

5.2.1 Subject to paragraph 5.1.6 above, a Scheme Creditor that procures submission of an Account Holder Letter (to vote at the Scheme Meeting and/or receive any Restructuring Consideration on the Restructuring Effective Date) **must ensure that its Account Holder, prior to delivering the Account Holder Letter to the Information Agent:**

- (i) submits the Custody Instruction to block its Existing Notes in Euroclear or Clearstream in accordance with the standard practices and procedures required by Euroclear or Clearstream prior to the Custody Instruction Deadline until such time as the Existing Notes are cancelled or unblocked in accordance with paragraph 5.1.7 above; and
- (ii) includes in the relevant Account Holder Letter reference to the Custody Instruction Reference Number.

5.2.2 The relevant Clearing System will provide the Information Agent with confirmation that the Existing Notes 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 its relevant deadline, the Company may reject a Scheme Creditor's Account Holder Letter for the purposes of voting at the Scheme Meeting or receiving its Restructuring Consideration on the Restructuring Effective Date.

5.3 Undertaking not to transfer

Once a Custody Instruction Reference Number has been received, the Existing Notes held by that Account Holder will be "blocked" from trading until such time as the Existing Notes are cancelled or unblocked in accordance with paragraph 5.1.7 above. By completion of the Account Holder Letter with inclusion of the Custody Instruction Reference Number, the Scheme Creditors will be deemed to have given the undertaking that it will not, from the date of submission of its Account Holder Letter, sell, transfer, assign or otherwise dispose of its interest in all or any part of its specified Existing Notes until the Restructuring Effective Date or until the Existing Notes are unblocked in accordance with paragraph 5.1.7 above.

SCHEDULE 1

ACCOUNT HOLDER LETTER³

For use by Account Holders in respect of

9.95% senior notes due 2022 (ISIN: XS2262084374, Common Code: 226208437)

(the "**Existing Notes**")

issued by

Dexin China Holdings Company Limited (德信中國控股有限公司) (the "**Company**")

in relation to the Company's scheme of arrangement under section 86 of the Cayman Islands Companies Act (As Revised) (the "**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 Scheme issued by the Company on 2 May 2023 (the "**Explanatory Statement**"), subject to any amendments or modifications made by the Grand Court of the Cayman Islands (the "**Court**"). Additionally, references to a document being "**validly completed**" are to a document containing all such information as it is required to contain on its face, and being duly executed and/or delivered in the manner contemplated by that document (including, if applicable, as a deed), and submitted together with or in connection with the taking of any other required procedural steps (including submitting any required custody instruction or other required instruction to or through a Clearing System).

The Scheme will, if implemented, materially affect the Scheme Creditors of the Company. Scheme Creditors must use this Account Holder Letter (by instructing their Account Holder if the Scheme Creditor is not an Account Holder) to: (a) register details of their interest in the Existing Notes; (b) if they wish, make certain elections in relation to the voting at the Scheme Meeting; and (c) allow them to receive their Restructuring Consideration on the Restructuring Effective Date. A summary of this Account Holder Letter is set out below.

Key Dates

The key dates in respect of the Scheme are:

- **Custody Instruction Deadline:** being 11 p.m. Hong Kong time on 19 May 2023, the equivalent being 10 a.m. Cayman Islands time on 19 May 2023.
- **Voting Deadline:** being 11 p.m. Hong Kong time on 24 May 2023, the equivalent being 10 a.m. Cayman Islands time on 24 May 2023.

³ A sample Account Holder Letter will be posted online via the Scheme Website (<https://projects.morrowsodali.com/DexinScheme>) which Account Holders will be requested to submit to the Information Agent. Scheme Creditors must note that paper Account Holder Letters will not be accepted by the Information Agent and will be circulated as a sample only. Only Account Holder Letters submitted via the Scheme AHL Portal (<https://portal.morrowsodali.com/DexinAHL>) will be accepted.

- **Record Time:** being following the close of business and cessation of trading of the Clearing Systems on 24 May 2023.
- **Scheme Meeting:** to be held at 8 p.m. Hong Kong time on 30 May 2023, the equivalent time being 7 a.m. Cayman Islands time on 30 May 2023.
- **Scheme Effective Date:** being the date on which an office copy of the Scheme Sanction Order has been delivered to the Registrar of Companies pursuant to section 86(3) of the Cayman Companies Act for registration in respect of the Scheme.
- **Restructuring Effective Date:** the date specified as the Restructuring Effective Date in the most recent in time notice provided to Scheme Creditors in accordance with clause 4.2 (*Step 2: Designation of Restructuring Effective Date*) of the Scheme and (i) which date (A) is a Business Day; (B) is on or prior to the Longstop Date; and (C) shall only occur following the Restructuring Conditions being satisfied or, to the extent permitted by law and the RSA, waived; and (ii) which notice shall enclose a copy of the Scheme Sanction Order.
- **Bar Date:** The date which is 140 days after the Restructuring Effective Date.
- **Holding Period Expiry Date:** being the date falling 165 days after the Restructuring Effective Date (or if such date is not a Business Day, the next Business Day after that date).

The validly completed Account Holder Letter together with any accompanying documents must be submitted to and received by the Information Agent via the Scheme AHL Portal (<https://portal.morrowsodali.com/DexinAHL>) by the Voting Deadline in order for a Scheme Creditor to vote at the Scheme Meeting and be eligible to receive its Restructuring Consideration on the Restructuring Effective Date.

If a Scheme Creditor is not an Eligible Person (i.e. a person who cannot make the securities law confirmations and undertakings set out in Annex B (*Securities law confirmations and undertakings*) to the Distribution Confirmation Deed), it may designate a Designated Recipient who is an Eligible Person to receive its New Notes by submitting a Designated Recipient Form in accordance with the terms of the Scheme. Any Designated Recipient appointed by a Scheme Creditor must hold its account with the same Account Holder as that Scheme Creditor.

Each Unadmitted Scheme Creditor should establish its entitlement to its share of the relevant Trust Assets in accordance with the terms of the Holding Period Trust Deed. If an Unadmitted Scheme Creditor fails to establish its entitlement to its share of the relevant Trust Assets in accordance with the terms of the Holding Period Trust Deed prior to the Bar Date, that Unadmitted Scheme Creditor's rights under the Scheme shall be extinguished and that Unadmitted Scheme Creditor shall not be entitled to receive any Restructuring Consideration under the Scheme.

After the Holding Period Expiry Date, the Holding Period Trustee will, as soon as reasonably practicable, transfer the beneficial interest in any remaining Trust Assets held by the Holding Period Trustee to the Company or to any person nominated by the Company. To the extent that any such remaining Trust Assets transferred to the Company comprise New Notes, such New Notes shall thereafter be cancelled.

Blocking Existing Notes

Any Scheme Creditor that procures the submission of an Account Holder Letter to vote at the Scheme Meeting and/or receive any Restructuring Consideration on the Restructuring Effective Date must block its Existing Notes by ensuring that its Account Holder, prior to delivering the Account Holder Letter to the Information Agent via the Scheme AHL Portal, submits a Custody Instruction prior to the Custody Instruction Deadline and includes in the relevant Account Holder Letter reference to the relevant Custody Instruction Reference Number. An Account Holder Letter that does not contain reference to a valid Custody Instruction Reference Number will not be valid for the purpose of voting at the Scheme Meeting and/or receiving any Restructuring Consideration on the Restructuring Effective Date and the Company reserves the right to reject any such Account Holder Letter.

On the Restructuring Effective Date, the Existing Notes will be irrevocably cancelled and marked down in the Clearing Systems and thereafter will not be capable of being traded in the Clearing Systems.

Online Account Holder Letter Form

It is highly recommended that the completed Account Holder Letter is printed or saved as a PDF document after submission via the Scheme AHL Portal. You will receive acknowledgment of the transmission of your submission together with the final PDF. Original paper 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 separate beneficial holding of interest in the Existing Notes.

You are strongly advised to read the Explanatory Statement, the Scheme and, in particular, the Solicitation Packet at Schedule 4 (*Solicitation Packet*) to the Explanatory Statement before you complete the Account Holder Letter. The Solicitation Packet contains detailed information on the various options contained in this Account Holder Letter.

This Account Holder Letter and any non-contractual obligations arising out of or in relation to this Account Holder Letter shall be governed by, and interpreted in accordance with, the laws of the Cayman Islands. The courts of the Cayman Islands have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Account Holder Letter. By submission of the Account Holder Letter to the Information Agent, the Scheme Creditor irrevocably submits to the jurisdiction of the Cayman Islands 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.

FOR ASSISTANCE CONTACT

Morrow Sodali Limited

Attention: Global Debt Services Team

Telephone: +44 20 4513 6933 (London) / +852 2319 4130 (Hong Kong)

Email: dexin@investor.morrowsodali.com

Scheme Website: <https://projects.morrowsodali.com/DexinScheme>

Scheme AHL Portal: <https://portal.morrowsodali.com/DexinAHL>

SUMMARY OF THIS ACCOUNT HOLDER LETTER

The Account Holder Letter must be validly completed and submitted to the Information Agent.

<u>PART 1</u>	SCHEME CREDITOR, ACCOUNT HOLDER AND HOLDINGS DETAILS	<i>This Part 1 must be completed in all cases by the Account Holder for and on behalf of the Scheme Creditor and signed by the Account Holder</i>
Section 1	Details of the Scheme Creditor	
Section 2	Account Holder Details	
Section 3	Details of Holdings	
Section 4	Account Holder Confirmations	
<u>PART 2</u>	VOTING AND APPOINTMENT OF PROXY	<i>This Part 2 must be completed by the Account Holder for and on behalf of the Scheme Creditor if the Scheme Creditor would like to vote on the Scheme</i>
Section 1	Account Holder Voting Confirmations	
Section 2	Voting Instructions relating to the Scheme and Appointment of Proxy	
<u>APPENDIX 1</u>	DESIGNATED RECIPIENT FORM	<i>This Appendix 1 must be completed by an Account Holder for and on behalf of the Scheme Creditor if the Scheme Creditor would like a Designated Recipient to receive its New Notes</i>
<u>APPENDIX 2</u>	DISTRIBUTION CONFIRMATION DEED	
Annex A	General confirmations, acknowledgements, warranties and undertakings	<i>This Appendix 2 must be completed in all cases by the Account Holder for and on behalf of the Scheme Creditor in order for the Scheme Creditor (or its Designated Recipient) to receive any Restructuring Consideration</i>
Annex B	Securities law confirmations and undertakings	<i>For the avoidance of doubt, a Distribution Confirmation Deed is to be completed in respect of any distribution of New Notes. A Scheme Creditor does not have to complete a Distribution Confirmation Deed in order to vote on the Scheme</i>
Annex C	New Notes Form	

PART 1

SCHEME CREDITOR, ACCOUNT HOLDER AND HOLDINGS DETAILS

Irrespective of any elections made under any other part of this Account Holder Letter, an Account Holder Letter submitted to and received by the Information Agent that does not include all information requested in this Part 1 will not constitute a validly completed Account Holder Letter and the relevant Scheme Creditor will not be entitled to cast a vote at the Scheme Meeting or receive any amount of the Restructuring Consideration if the Scheme becomes effective in accordance with its terms.

Section 1 Details of the Scheme Creditor

Please identify the Scheme Creditor (that is, the person that is the beneficial owner of and/or the holder of the ultimate economic interest as principal in the Existing Notes, held in global form and/or the restricted global form, as the case may be, through the Clearing Systems) on whose behalf you are submitting this Account Holder Letter.

To be completed for all Scheme Creditors:

Full name of Scheme Creditor: _____

Is the Scheme Creditor an Eligible Person? (select one) YES / NO

Contact name: _____

Country of residence/headquarters: _____

Full address: _____

Email address: _____

Telephone number (with country code):

To be completed if the Scheme Creditor is an institution/corporation:

Jurisdiction of incorporation of Scheme Creditor: _____

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 of authorised employee: _____

Section 3 Details of Holdings

The Account Holder holds the following Existing Notes to which this Account Holder Letter relates which have been "blocked" at the Record Time. Existing Notes must have been "blocked" through delivery of a Custody Instruction to the relevant Clearing System prior to the Custody Instruction Deadline, the reference number in relation to which is identified below.

ISIN	Amount blocked at Clearing System ⁴	Clearing System participant	Clearing System participant account number	Custody Instruction Reference Number ⁵	Accession code (if applicable) ⁶

⁴ The amount entered should be the entire principal amount of Existing Notes in respect of which the Account Holder is giving instructions on behalf of the relevant Scheme Creditor pursuant to this Account Holder Letter. If the Account Holder holds Existing 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.

⁵ Corresponding to the Custody Instruction in Euroclear / Clearstream submitted by the Account Holder on behalf of the Scheme Creditor.

⁶ The unique code provided by the Information Agent to a Scheme Creditor that is a Consenting Creditor following its valid accession to the Restructuring Support Agreement, and which must be included by such Scheme Creditor in its Account Holder Letter in order to be eligible to receive the Cash Prepayment Fee.

Section 4 **Account Holder Confirmations**

By signing this Part 1, the Account Holder confirms that it has been instructed by the Scheme Creditor in respect of which this Account Holder Letter is being submitted to certify that such Scheme Creditor: (i) holds the Existing Notes detailed in Section 3 (*Details of Holdings*) of Part 1 (*Scheme Creditor, Account Holder and Holdings Details*) of this Account Holder Letter as at the date of such Account Holder Letter; (ii) will ensure that such Existing Notes remain blocked in the relevant Clearing System until cancelled or unblocked in accordance with the terms of the Scheme or as otherwise agreed by the Company or the Information Agent; and (iii) in respect of any distribution of Restructuring Consideration, acknowledges and agrees that the Company shall be entitled to treat such Scheme Creditor (or, if applicable, its Designated Recipient) as the party entitled to receive the Restructuring Consideration in respect of such holding of Existing Notes.

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

For the purposes of a Scheme Creditor voting or receiving its Restructuring Consideration under the Scheme on the Restructuring Effective Date:

- a relevant Custody Instruction (as applicable) must have been delivered in respect of the Existing Notes identified in Section 3 (*Details of Holdings*) of Part 1 (*Scheme Creditor, Account Holder and Holdings Details*) of this Account Holder Letter;
- the Information Agent will accept this Account Holder Letter only if (as applicable) a valid Custody Instruction Reference Number is included in Section 3 (*Details of Holdings*) of Part 1 (*Scheme Creditor, Account Holder and Holdings Details*) of this Account Holder Letter in respect of the Existing Notes which are the subject of this Account Holder Letter;
- information in this Account Holder Letter must be consistent with the Custody Instruction; and
- in respect of any distribution of New Notes, the Distribution Confirmation Deed and, if applicable, the Designated Recipient Form must be validly completed.

SIGNING:

Account Holder's authorised
employee / representative name: _____

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

Date: _____

PART 2

VOTING AND APPOINTMENT OF PROXY

This Part 2 is required to be completed only if a Scheme Creditor intends to vote at the Scheme Meeting.

Section 1 Account Holder Voting Confirmations

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

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 to 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 Existing Notes identified in Section 3 (*Details of Holdings*) of Part 1 (*Scheme Creditor, Account Holder and Holdings Details*) of this Account Holder Letter, the Account Holder has authority to give the voting instructions set out in Section 2 (*Voting Instructions relating to the Scheme 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 Section 2 (*Voting Instructions relating to the Scheme and Appointment of Proxy*) of this Part 2 (*Voting and Appointment of Proxy*) of this Account Holder Letter to attend and vote at the Scheme Meeting.

Yes

No

In order for a Scheme Creditor to be eligible to vote (either in person or by proxy), an Account Holder must respond "yes" in respect of paragraphs (1) and (2) above.

By delivering this Account Holder Letter to the Information Agent, the Account Holder confirms that the Scheme Creditor agrees that the Scheme Creditor shall be deemed to have made the representations, warranties and undertakings set forth below in favour of the Company and the Information Agent as at the date on which this Account Holder Letter is delivered to the Information Agent.

1. Each Scheme Creditor who submits, delivers or procures the delivery of an Account Holder Letter represents, warrants and undertakes to the Company and the Information Agent 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 available on the Scheme Website;
 - (b) to the best of its knowledge, it is lawful to seek voting instructions from that Scheme Creditor in respect of the Scheme;

- (c) it is assuming all of the risks inherent in that Scheme Creditor participating in the Scheme and has undertaken all the appropriate analysis of the implications of participating in the Scheme for that Scheme Creditor;
- (d) the Existing Notes which are the subject of the Account Holder Letter are, at the time of delivery of such Account Holder Letter, held by it (directly or indirectly) or on its behalf at the relevant Clearing System;
- (e) it has not given voting instructions or submitted an Account Holder Letter with respect to Existing Notes other than those that are the subject of this Account Holder Letter;
- (f) it authorises the Clearing Systems to provide details concerning its identity, the Existing Notes which are the subject of the Account Holder Letter and delivered on its behalf and its applicable account details to the Company, the Existing Notes Trustee and the Information Agent and their respective legal and financial advisors at the time the Account Holder Letter is submitted;
- (g) save as expressly provided in the Explanatory Statement, neither of the Company, the Existing Notes Trustee, the Existing Notes Common Depository, the New Notes Trustee, the New Notes Common Depository nor the Information Agent nor any of their respective Affiliates, directors, officers or employees has made any recommendation to that 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 based on any legal, tax or financial advice that it has deemed necessary to seek;
- (h) all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings shall, to the best of its knowledge and to the extent permitted by law, be binding on the successors and assigns of that Scheme Creditor (in the case of a corporation or institution) or the successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives of that Scheme Creditor (in the case of a natural person) and shall not be affected by, and shall survive, the insolvency, bankruptcy, dissolution, death or incapacity (as the case may be) of that Scheme Creditor; and
- (i) 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 and similar or related payments for which any member of the Group is liable in accordance with the New Notes and/or the New Notes Indenture), and that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Company, the Existing Notes Trustee, the Information Agent or any of their Affiliates, directors, officers, advisors or employees in respect of such taxes or similar payments.

2. Any Scheme Creditor that is unable to give any of the representations in paragraph 1 above should contact the Information Agent directly as soon as possible.

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

The Scheme Creditor wishes to vote (or to instruct its proxy to vote) at the Scheme Meeting as follows (please check **only one box**):

FOR the Scheme; or

AGAINST the Scheme.

The Scheme Creditor wishes (please check **only one box**):

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

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

Name: _____

Passport country and number: _____

Attendance Option Physical Meeting / Virtual Meeting
(select one)

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

Name: _____

Passport country and number: _____

Attendance Option Physical Meeting / Virtual Meeting
(select one)

Notes:

1. Unless a Scheme Creditor 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 Scheme Meeting. It is recommended that the Chairperson is appointed as the proxy, as there would in such circumstances be no need for any additional documents or identification to be taken to the Scheme Meeting by or on behalf of the Scheme Creditor.
2. Any Scheme Creditor or its proxy attending the Scheme Meeting in person must produce a duplicate copy of the Account Holder Letter validly completed and submitted on behalf of that Scheme Creditor 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 registration desk by no later than one hour before the scheduled time of the Scheme Meeting.
3. For the avoidance of doubt, in order to vote, the Account Holder Letter should be completed and submitted to and received by the Information Agent by the Voting Deadline.

APPENDIX 1 TO THE ACCOUNT HOLDER LETTER

DESIGNATED RECIPIENT FORM (if applicable)

To be eligible to receive the New Notes, the Scheme Creditor must be an Eligible Person or the Scheme Creditor must appoint a Designated Recipient who is an Eligible Person to receive all of the New Notes otherwise attributable to the Scheme Creditor.

Eligible Person means a person who can make the securities law confirmations and undertakings set out in Annex B (*Securities law confirmations and undertakings*) to the Appendix 2 (*Distribution Confirmation Deed*) to this Account Holder Letter. A Scheme Creditor who is an Eligible Person is not required to complete this Designated Recipient Form.

IMPORTANT NOTE: The Designated Recipient must hold an account with the same Account Holder in either Euroclear or Clearstream as the designating Scheme Creditor. A Scheme Creditor may not appoint more than one Designated Recipient.

Full name of Scheme Creditor: _____

The Scheme Creditor hereby irrevocably and unconditionally nominates:

Name of Designated Recipient: _____

Contact name: _____

Country of residence/headquarters: _____

Full address: _____

Email address: _____

Telephone number (with country code): _____

to be its Designated Recipient for the purposes of the Scheme in respect of all of the New Notes otherwise attributable to it.

A Designated Recipient must use/have the same Euroclear or Clearstream account which was used when the Existing Notes were instructed since New Notes can only be provided to accounts which provided instructions via the Custody Instruction Reference Number. A third party Euroclear or Clearstream account cannot be used.

The **Scheme Creditor** and any **Account Holder** (each a "Relevant Person") named below for itself hereby confirms to the Company and the Information Agent that, in relation to the Existing Notes that are the subject of the Account Holder Letter, the Relevant Person has authority to identify the Designated Recipient in this Appendix 1 (*Designated Recipient Form*) (if any) and to give on its behalf the instruction given in the applicable Account Holder Letter:

Yes

No

SIGNING:

Account Holder's authorised
employee/representative name: _____

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

Date: _____

APPENDIX 2 TO THE ACCOUNT HOLDER LETTER

DISTRIBUTION CONFIRMATION DEED

Any Scheme Creditor that wishes to receive its New Notes as part of the Restructuring Consideration on the Restructuring Effective Date must ensure that this Distribution Confirmation Deed is duly completed on its behalf (or on behalf of its Designated Recipient) by the Account Holder in the affirmative and submitted by its Account Holder, together with a validly completed Account Holder Letter (and, if applicable, a Designated Recipient Form), to the Information Agent by the Voting Deadline.

Distribution Confirmation Deed

This Deed is made by way of deed poll by the person whose details are set out in Part 1 of the Account Holder Letter (*Scheme Creditor, Account Holder and Holdings Details*) and Appendix 1 to the Account Holder Letter (*Designated Recipient Form*) on the date stated in the execution page of this Deed for the benefit of the Company, and with the intention and effect that it may be directly relied upon and enforced separately by each Restructuring Released Party and Advisors (each as defined in the Scheme), even though they are not party to this Deed.

1. Definitions and interpretation

- (a) Unless otherwise defined herein, defined 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 or, 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 confirmations and undertakings*); and
- (iii) Annex C (*New Notes Form*).

(b) Without prejudice to the provisions in Annex A (*General confirmations, acknowledgements, warranties and undertakings*), Annex B (*Securities law confirmations and undertakings*) and Annex C (*New Notes Form*), each of the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient, hereby irrevocably warrants, undertakes and represents to the Company and the Existing Notes Trustee that with effect from the Restructuring Effective Date:

- (i) it will not seek to dispute, set aside, challenge, compromise or question in any jurisdiction the validity and efficacy of the cancellation and/or write-down of its Scheme Claims, including the Existing Notes, provided that such cancellation and/or write-down was done in accordance with the terms of the Scheme;
- (ii) it will not seek to dispute, challenge, set aside or question the validity, authority or 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 the Company (which is the issuer of the New Notes) is incorporated under the laws of the Cayman Islands, that certain subsidiaries of the Company are incorporated in the British Virgin Islands or Hong Kong or that the Existing Notes Indenture is governed by New York law; and
- (iii) 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 Confirmation on that party's behalf,

but provided always that the Scheme Creditor shall not be prevented from enforcing the terms of the Scheme or any Restructuring Document and/or taking any such action as is required to prevent, remedy or enforce any breach of the same.

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

On and from the Scheme Effective Date and subject to the terms of the Scheme, in consideration of the rights provided to the Scheme Creditors under this Scheme, the Scheme Creditor and, if the Scheme Creditor has appointed a Designated Recipient, its Designated Recipient:

- (a) irrevocably appoints, and shall for all purposes be treated as having irrevocably appointed, the Company as its attorney and agent and irrevocably authorises, directs, instructs and empowers the Company (represented by any duly authorised representative) to enter into, execute, notarise and deliver the documents and take each of the actions stipulated in Clause 3.1 of the Scheme; and
- (b) irrevocably authorises, directs, instructs and empowers each Existing Notes Administrative Party and each New Notes Administrative Party to, on behalf of that Scheme Creditor (including any person to whom a Scheme Creditor has transferred all or any part of its interest in and/or title to the Existing Notes or otherwise all or any part of its Scheme Claim after the Record Time), undertake such steps as it reasonably considers necessary for it to take for the purposes of facilitating the implementation of this Scheme, including those stipulated in Clause 3.2 of the Scheme.

4. Distribution of the New Notes as part of the Restructuring Consideration

- (a) The Scheme Creditor or, if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient confirms in relation to the New Notes as part of the Restructuring Consideration that are the subject of the applicable Account Holder Letter that it intends to receive the Restructuring Consideration comprising the New Notes 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 Restructuring Consideration (other than the New Notes), the Company shall pay to each Scheme Creditor their entitlement to the Restructuring Consideration (by way of transfer to the Clearing Systems for further credit by the Clearing Systems to applicable participant cash accounts (which must be the cash account linked to the securities account in which the Existing Notes were held at the Record Time) in accordance with their respective entitlements under the Scheme and subject to and in accordance with the Scheme
- (c) To the extent that a Scheme Creditor (or its Designated Recipient) is entitled to receive any of the New Notes under the terms of the Scheme, the Account Holder on behalf of the Scheme Creditor irrevocably directs the Company and/or the Information Agent to issue such New Notes to it by crediting its account, held with Euroclear or Clearstream, as applicable, and identified in its Account Holder Letter, with a beneficial interest in the New Notes.

5. Governing law and jurisdiction

- (a) This Deed and any non-contractual obligations arising out of, or in connection with it, shall be governed by and construed in accordance with the laws of the Cayman Islands.
- (b) The Grand Court of the Cayman Islands has exclusive jurisdiction to settle any dispute arising out of, or connected with, this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

Annex A to the Distribution Confirmation Deed

General confirmations, acknowledgements, warranties and undertakings

1. The Scheme Creditor or, if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient confirms to the Company, the Information Agent, the Existing Notes Trustee, the New Notes Trustee, the Existing Notes Common Depository and the New Notes Common Depository 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 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 Scheme Creditor will retain no beneficial interest in any New Notes nominated to be held by any Designated Recipient(s) if the Scheme Creditor is itself not an Eligible Person;
 - (c) it has received and reviewed the Scheme and the Explanatory Statement and assumes all of the risks inherent in participating in the Scheme and has undertaken all the appropriate analysis of the implications of participating in the Scheme;
 - (d) it has submitted instructions to block its Existing Notes held with Euroclear or Clearstream, as applicable, and accordingly from the date on which it delivers its Account Holder Letter it will not sell, transfer, assign or otherwise dispose of its interest in all or any part of its specified Existing Notes until the earliest of the following circumstances: (i) the Restructuring Effective Date (at which time the Existing Notes will be cancelled); (ii) the Scheme not being approved by the requisite majorities of the Scheme Creditors at the Scheme Meeting; (iii) the Scheme not being sanctioned by a final and unappealable order of the Court; (iv) the Longstop Date; and (v) the Company giving Scheme Creditors written notice of an intention not to proceed with the Scheme;
 - (e) it authorises the Clearing Systems to provide details concerning its identity, the Existing Notes which are the subject of the Account Holder Letter and its applicable account details to the Company, the Existing Notes Trustee and the Information Agent and their respective legal and financial advisors at the time the Account Holder Letter is submitted;
 - (f) it acknowledges that no information has been provided to it by the Company, any other member of the Group, the Existing Notes Trustee, the Advisors or the Information Agent with regard to the tax consequences arising from the receipt of any of the New Notes 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 (other than any taxes and similar or related payments for which any member of the Group is liable in accordance with the New Notes and/or the New Notes Indenture) and agrees that it will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against the Company, any other member of the Group, the Existing Notes Trustee, the Advisors or the Information Agent or any other person in respect of such taxes and payments;
 - (g) 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;
 - (h) 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, heirs, executors, administrators, trustees in bankruptcy and legal representatives and shall not be

affected by, and shall survive, its death or incapacity 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;

- (i) it authorises the execution and the taking of all steps as are reasonably required to give effect to this Deed and its terms;
- (j) it authorises the execution and the taking of all such steps by any party as are required to give effect to: (i) the cancellation and discharge of the Existing Notes, (ii) the release of the guarantees provided by the Existing Notes Subsidiary Guarantors pursuant to the terms of the Existing Notes Documents, and (iii) the release or cancellation of the Existing Notes Documents in accordance with the terms of the Scheme;
- (k) it accepts and acknowledges the statements made in the "Important Notice to Scheme Creditors" and "Important Securities Law Notices" contained in the Explanatory Statement;
- (l) it acknowledges and agrees that the Company may, between the date on which the Explanatory Statement is issued and the Scheme Effective Date, 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 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 Court at the Scheme Sanction Hearing;
- (m) 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, any other member of the Group, the Advisors, the Existing Notes Trustee or any of their respective officers, directors, employees or agents; and
- (n) it represents that, in directing the execution and delivery of this Deed, it has made an independent decision in consultation with its advisors and professionals to the extent that it considers it necessary.

2. The Scheme Creditor or, if the Scheme Creditor has appointed a Designated Recipient, the 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 Restructuring Released Party, 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 or, if the Scheme Creditor has appointed a Designated Recipient, the Designated Recipient confirms to the Company, the Information Agent, the Existing Notes Trustee, the New Notes Trustee, the Existing Notes Common Depository and the New Notes Common Depository that:
 - (a) it understands that the offer to it of the New Notes has not been registered under the U.S. 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 U.S. Securities Act and that consequently New Notes have not been and will not be registered under the U.S. Securities Act or under the securities laws of any state or other jurisdiction of the United States;
 - (b) it understands that the New Notes are "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act, and it agrees on its own behalf and on behalf of any investor for which it is acquiring the New Notes, and each subsequent holder of the New Notes by its acceptance thereof will be deemed to agree, to transfer such New Notes only, prior to the date that is: (i) in the case of New Notes issued in reliance on Regulation S under the U.S. Securities Act ("**Regulation S**"), 40 days; and (ii) otherwise, one 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 which has been declared effective under the U.S. Securities Act;
 - (iii) for so long as the New Notes are eligible for resale pursuant to Rule 144A under the U.S. 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 U.S. Securities Act that, before such transfer, delivers to the New Notes Transfer Agent a duly completed and signed certificate (the form of which may be obtained from the New Notes Transfer Agent) relating to the restrictions on transfer of the New Notes;
 - (v) outside the United States to non-U.S. persons in accordance with Regulation S; or
 - (vi) pursuant to any other available exemption from the registration requirements of the U.S. Securities Act;
 - (c) it is either:
 - (i) an Accredited Investor or a QIB; or
 - (ii) located outside the United States and is not a "U.S. person" as defined in Regulation S;
 - (d) it understands that unless the Company determines otherwise in accordance with applicable law, the New Notes will, to the extent they are issued in certificated form, bear a legend substantially in the following form:

"THIS NOTE AND THE SUBSIDIARY GUARANTEES AND THE JV SUBSIDIARY GUARANTEES (IF ANY) RELATED TO THIS NOTE (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 NOR THE SUBSIDIARY GUARANTEES AND THE JV SUBSIDIARY GUARANTEES (IF ANY) NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, [in the case of Rule 144A Global Notes: 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: REPRESENTS THAT IT IS ACQUIRING THIS NOTE IN AN "OFFSHORE TRANSACTION" PURSUANT TO REGULATION S UNDER THE SECURITIES ACT] [in the case of IAI Global Notes: 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 SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, [in the case of the Rule 144A Global Note and the IAI Global Note: BEFORE THE RESALE RESTRICTION TERMINATION DATE, WHICH IS ONE 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 the Regulation S Global Notes: ON OR PRIOR TO 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH 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 DULY 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-U.S. PERSONS IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR (F) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSAL OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS, AND FURTHER SUBJECT TO THE COMPANY'S AND THE TRANSFER AGENT'S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED SECURITIES THAT IT SHALL NOT TRANSFER THE SECURITIES IN AN AMOUNT LESS THAN US\$150,000.

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 shall also bear a legend substantially to the following effect (the "Global Note Legend"):

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED (中國建設銀行(亞洲)股份有限公司) AS COMMON DEPOSITORY ("COMMON DEPOSITORY") FOR EUROCLEAR BANK SA/NV ("EUROCLEAR") AND CLEARSTREAM BANKING S.A. ("CLEARSTREAM") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE COMMON DEPOSITORY OR A NOMINEE THEREOF OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITORY (AND ANY PAYMENT IS MADE TO THE COMMON DEPOSITORY OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITORY), 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 DEPOSITORY, HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITORY OR A NOMINEE THEREOF. 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 DEPOSITORY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE."

- (e) it and any subsequent holder of the New Notes will notify any person to whom it subsequently re-offers, resells, pledges, transfers or otherwise disposes of the New Notes of the foregoing restrictions on transfer;
- (f) it understands and acknowledges that the Company shall not be obliged to recognise any resale or other transfer of the New Notes made other than in compliance with the restrictions set forth in this Distribution Confirmation Deed and the terms of the New Notes;
- (g) it confirms that it will acquire an interest in the New Notes 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;
- (h) the receipt of New Notes by such person is not part of a plan or scheme to evade the registration requirements of the U.S. Securities Act;
- (i) 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 Notes, and is experienced in investing in capital markets and is able to bear the economic risk of investing in the New Notes (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 the New Notes, and is able to sustain a complete loss of its investment in the New Notes;

- (j) it has or has access to all information that it believes is necessary, sufficient or appropriate in connection with its acquisition of the New Notes and has made an independent decision to acquire the New Notes 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;
- (k) 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, and acceptance of its New Notes will not violate any applicable law;
- (l) it understands that neither the U.S. Securities and Exchange Commission, nor any other United States state or other securities commission or regulatory authority, has approved or disapproved of the New Notes or passed comment on the accuracy or adequacy of the Solicitation Packet, the Scheme or the Explanatory Statement, and that any representation to the contrary is a criminal offence in the United States;
- (m) it has consulted and will continue to consult, in each case as required, its own legal, financial and tax advisors with respect to the legal, financial and tax consequences of the Scheme, the New Notes and the Restructuring in its particular circumstances;
- (n) it understands that the New Notes will not be listed on a U.S. 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 Notes in the United States. Consequently, it understands that it is unlikely that an active trading market in the United States will develop for any such securities;
- (o) 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 Notes are no longer accurate, it will promptly, and in any event prior to the issuance of the New Notes, notify the Company in writing;
- (p) 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;
- (q) it is not located or resident in the United Kingdom or, if it is a resident 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 United Kingdom's 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) a person falling within article 43(2) of the Order;
- (r) it understands that the arrangements for the issue of the New Notes 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;

- (s) 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;
- (t) it understands that the New Notes have not been and will not be registered under the relevant laws of the PRC;
- (u) it is not 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 2001 of Singapore, 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 Notes may otherwise be offered pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA;
- (v) it understands that the 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;
- (w) it will not offer or resell any of its New Notes, or cause any offer for the resale of its New Notes, in any state or jurisdiction in which such offer, a solicitation for the purchase of, or resale of its New Notes 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 Notes;
- (x) neither this Distribution Confirmation Deed nor any other communications with its election for it to receive Scheme Consideration constitutes an invitation, offer or promotion;
- (y) it will comply with all securities laws relating to the New Notes that apply to it in any place in which it accepts, holds or sells any of the New Notes. It has obtained all consents or approvals that it needs in order to receive the New Notes, and the Company is not responsible for compliance with these legal requirements; and
- (z) due to anti-money laundering and the countering of terrorist financing requirements, the Company may require proof of its and its related parties' identities and bond holdings before its election to receive the Restructuring Consideration can be processed and that, in the event of a delay or a failure by it to produce any information required for verification purposes, the Company may refuse to accept its election to receive the Restructuring Consideration.

Annex C to the Distribution Confirmation Deed

New Notes Form

By ticking one of the boxes below, the Account Holder on behalf of the Scheme Creditor expressly acknowledges and confirms that the Scheme Creditor intends to receive and is eligible to receive, or if a Designated Recipient is appointed, the Account Holder on behalf of the Designated Recipient acknowledges and confirms that it is eligible to receive New Notes in the form as follows:

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

By ticking one of the three boxes above, the Account Holder on behalf of the Scheme Creditor (or its Designated Recipient, if applicable), expressly confirms, represents and warrants that:

(a) in the case of ticking the Rule 144A New Notes box, 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 ticking the IAI New Notes box, 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;

the Scheme Creditor (or its Designated Recipient) is aware that the sale of the Rule 144A New Notes and the IAI New Notes, 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

the Scheme Creditor (or its Designated Recipient) is acquiring the Rule 144A New Notes and the IAI New Notes, 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; or

(b) in the case of ticking the Regulation S New Notes box, the Scheme Creditor (or its Designated Recipient) is located outside the United States and is a person that is not a "U.S. Person" as defined in Regulation S under the US Securities Act, acquiring the Regulation S New Notes in reliance on Regulation S under the US Securities Act, and acquiring the Regulation S New Notes for its own account or for one or more managed accounts, each of which is a non-U.S. Person and as to each of which it exercises sole investment discretion.

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

The Scheme Creditor and, if applicable, the Designated Recipient acknowledge and agree 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*), Annex B (*Securities law confirmations and undertakings*) and this Annex C (*New Notes Form*).

Yes

In witness whereof this Deed has been executed as a deed and delivered on _____ by the parties hereto.

Account Holder on behalf of the Scheme Creditor or Designated Recipient

EXECUTED and DELIVERED as a DEED by

We act as Account Holder on behalf of the Scheme Creditor or Designated Recipient (please tick only one):

- Scheme Creditor
- Designated Recipient

Account Holder's authorised employee / representative name: _____

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

In the presence of: _____

Witness signature: _____

Witness name: _____

Witness full address: _____

[* The witness can be an employee of the Account Holder, other than the authorised employee/representative signing.]