



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO. FSD 16 OF 2022 (IKJ)

IN THE MATTER OF SECTION 86 OF THE COMPANIES ACT (2022 REVISION)

AND IN THE MATTER OF GOLDEN WHEEL TIANDI HOLDINGS COMPANY LIMITED (金輪天地控股有限公司)

SANCTION ORDER

UPON the Petition by GOLDEN WHEEL TIANDI HOLDINGS COMPANY LIMITED (金輪天地控股有限公司) (the "**Company**") presented on 26 January 2022 (as amended on 24 February 2022) (the "**Petition**") seeking sanction of a scheme of arrangement pursuant to section 86 of the Companies Act (2022 Revision) so as to be binding on the Company and the Scheme Creditors (as defined in the Petition).

AND UPON HAVING READ the Petition and the evidence filed in support.

AND UPON hearing Counsel for the Company.

IT IS HEREBY ORDERED AND DIRECTED AS FOLLOWS:

1. The scheme of arrangement, in the form which is set forth in the Schedule hereto, be and is hereby sanctioned pursuant to section 86 of the Companies Act (2022 Revision).
2. The Company do deliver a sealed copy of this Order to the Registrar of Companies for registration pursuant to section 86(3) of the Companies Act (2022 Revision).

Dated this day of 2022

Filed this day of 2022

**The Honourable Justice Kawaley
Judge of the Grand Court
Financial Services Division**

This Order was filed by Conyers Dill & Pearman LLP, Attorneys-at-Law, for and on behalf of the Company whose address for service is that of its said Attorneys-at-Law, Second Floor, SIX, Cricket Square, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands.

Schedule
Scheme of Arrangement

The Scheme

**IN THE GRAND COURT OF THE
CAYMAN ISLANDS FINANCIAL
SERVICES DIVISION**

FSD CAUSE NO. 16 OF 2022 (IKJ)

**IN THE MATTER OF SECTION 86 OF THE CAYMAN ISLANDS COMPANIES ACT (2022
REVISION) AND
IN THE MATTER OF GOLDEN WHEEL TIANDI HOLDINGS COMPANY LIMITED (金輪天地控股
有限公司)**

SCHEME OF ARRANGEMENT

(under section 86 of the Cayman Islands Companies Act (2022 Revision))

BETWEEN

GOLDEN WHEEL TIANDI HOLDINGS COMPANY LIMITED

(金輪天地控股有限公司)

*(an exempted company incorporated with limited liability under the laws of the
Cayman Islands with company number 268483)*

AND

THE SCHEME CREDITORS

(as herein defined)

Table of Contents

Contents	Page
1 Definitions and interpretation.....	1
2 Application and effectiveness of this Scheme	2
3 Grant of authority and instructions to take steps to implement this Scheme.....	2
4 Effect of the Scheme.....	4
5 Scheme Consideration Entitlements.....	7
6 Holding Period Trustee	7
7 Other provisions applicable to the determination of Scheme Consideration Entitlements	8
8 Releases and waivers	10
9 Exclusion of liability and indemnity	12
10 Stay of Proceedings.....	14
11 Termination of Scheme	14
12 Other provisions applicable to this Scheme.....	14
13 Costs and expenses.....	16
14 Notices.....	16
15 Third parties	17
16 Governing law and jurisdiction	17
Schedule 1 Definitions and interpretation	19
Schedule 2 Existing Notes Subsidiary Guarantors	30
Schedule 3 New Notes Initial Subsidiary Guarantors.....	31

BETWEEN:

- (1) **GOLDEN WHEEL TIANDI HOLDINGS COMPANY LIMITED (金輪天地控股有限公司)** (the "Company"); and
- (2) **THE SCHEME CREDITORS** (as hereinafter defined).

RECITALS:

The Company

- (A) The Company was incorporated as an exempted company with limited liability under the laws of the Cayman Islands on 26 April 2012 with company number 268483. The Company's registered office address is currently situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands. The Company is registered as a non-Hong Kong company in Hong Kong with registration number F0019208. The shares of the Company were listed on the main board of The Stock Exchange of Hong Kong Limited (Stock Code: 1232) on 16 January 2013. As at the date of the Explanatory Statement, the authorised share capital of the Company is USD30,000,000 divided into 3,000,000,000 shares of a nominal or par value of USD0.01 each, of which 1,799,020,000 of the 3,000,000,000 shares of USD0.01 each have been issued and are fully paid up, or credited as fully paid up, with the rest remaining unissued.

Background to this Scheme and purposes of this Scheme

- (B) The Company and the Consenting Creditors have previously entered into the Restructuring Support Agreement with a view to implementing the Restructuring.
- (C) The purpose of this Scheme is to effect a compromise and arrangement between the Company and the Scheme Creditors in respect of the Scheme Claims. For the avoidance of doubt, neither the Existing Notes Trustees nor the Existing Notes Common Depositary (including any nominee(s) of the Existing Notes Common Depositary as registered holders of the Existing Notes) are Scheme Creditors and they will not vote in respect of the Existing Notes at the Scheme Meeting. This Scheme will require the Scheme Creditors to agree, *inter alia*, to release all of their Scheme Claims in exchange for which each Scheme Creditor (and/or its Designated Recipient, as applicable) will be entitled to receive, in full and final settlement, a distribution of its Scheme Consideration Entitlement pursuant to the terms of this Scheme.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 Unless the context requires otherwise or a specific provision otherwise expressly provides to the contrary, capitalised terms in this Scheme shall have the meaning attributed to them in Part A of Schedule 1 (*Definitions and interpretation*).
- 1.2 Save as otherwise expressly provided, the principles of interpretation set out in Part B of Schedule 1 (*Definitions and interpretation*) shall be applied in construing the provisions of this Scheme.

2 Application and effectiveness of this Scheme

- 2.1** The compromise and arrangement effected by this Scheme shall apply to all Scheme Claims and shall be binding on the Company and each Scheme Party and its successors, assigns, and transferees.
- 2.2** The provisions of this Scheme shall take effect on and from the Scheme Effective Date and the arrangement effected by this Scheme shall be binding on the Company and each Scheme Creditor and its successors, assigns and transferees (including, without limitation, 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 Claims after the Record Date) from the Scheme Effective Date.
- 2.3** The Company shall make a public announcement confirming that the Scheme Effective Date has occurred as soon as reasonably practicable following the occurrence of the Scheme Effective Date.

3 Grant of authority and instructions to take steps to implement this Scheme

- 3.1** On and from the Scheme Effective Date, in consideration of the rights provided to the Scheme Creditors under this Scheme and notwithstanding any term of any Existing Notes Finance Document or any other agreement or document governing the terms of any Scheme Claim and solely for the purposes of giving effect to the terms of this Scheme, each Scheme Creditor (on its own behalf and on behalf of its Designated Recipient, as applicable) 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, 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 Claims after the Record Date):
- 3.1.1** enter into, execute, notarise and, on and from the designated Restructuring Effective Date and in the order contemplated in Clause 4.3.2, to release (or authorise the release by the Company) from escrow and deliver (whether as a deed or otherwise, and including, if applicable, before a notary in any jurisdiction), on behalf of each Scheme Creditor in its capacity as a 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 Claims after the Record Date), the Deeds of Release and each other Restructuring Document to which the Scheme Creditors, or any of them, are named as a party and any other document referred to, contemplated by, or ancillary, to any of the foregoing;
- 3.1.2** agree on its behalf any amendments to the order of the steps contemplated by Clause 4.3.2 which the Company may deem (acting reasonably and in good faith) necessary or desirable in order to bring into effect the transactions intended to be entered into in order to effect the Restructuring, provided that such amendments do not change any right or obligation of or impose any additional obligation (by reference to such rights or obligations as are contemplated at the date of the Explanatory Statement) on a Scheme Creditor and do not materially adversely affect a Scheme Creditor;
- 3.1.3** agree on its behalf any amendments to the Restructuring Documents which the Company and (if applicable) the other person(s) who will be party to the relevant

Restructuring Document may deem (acting reasonably and in good faith) necessary or reasonably appropriate in order to:

- (i) ensure that they reflect the terms of this Scheme and the transactions intended to be entered into in order to effect the Restructuring;
- (ii) ensure that the information and categories of information contained, or referred to, in any formula, schedule, annexe or similar, signature blocks, parties' provisions, notice details or placeholders in any Restructuring Document reflect the relevant information and categories of information as of the applicable date;
- (iii) give effect to any amendment to a Restructuring Document as permitted in accordance with Clause 12.1 (*Modification of this Scheme*);
- (iv) ensure that the Restructuring Documents may be duly executed and delivered; and/or
- (v) ensure that the Restructuring Documents will be legal, valid, binding and enforceable upon the parties to them in accordance with this Scheme,

in each case, provided that any such amendment is not inconsistent with the Restructuring Support Agreement (including the term sheet appended thereto) and could not reasonably be expected directly or indirectly to have a material adverse effect on the interests of any Scheme Creditor under this Scheme;

3.1.4 take whatever action to ensure that the books and records of the Clearing Systems are updated to reflect the terms of this Scheme; and

3.1.5 carry out any related or ancillary actions that the Company reasonably considers necessary or reasonably appropriate for the purposes of implementing this Scheme and/or enter into and perform any and all such documents that the Company reasonably considers necessary or reasonably appropriate to give effect to the terms of this Scheme and/or the Restructuring Documents.

3.2 On and from the Scheme Effective Date, in consideration of the rights provided to the Scheme Creditors under this Scheme and notwithstanding any term of any Existing Notes Finance Document or any other agreement or document governing the terms of any Scheme Claim, each Scheme Creditor (on its own behalf and on behalf of its Designated Recipient, as applicable) 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 Date), undertake such steps as it reasonably considers necessary for it to take for the purposes of facilitating the implementation of this Scheme, including (without limitation) taking all such actions as may be necessary or appropriate to deliver, cancel, mark down and discharge the Existing Notes Global Notes, terminate and discharge the Existing Notes Finance Documents, execute the BVI Law Deed of Release and the Hong Kong Law Deed of Release, and otherwise give effect to the terms of this Scheme and entering into and executing in its respective capacity the Restructuring Documents to which it is a party and any document that it reasonably considers necessary or advisable to implement this Scheme.

- 3.3** For the avoidance of doubt, once a Restructuring Document has been executed and becomes effective in accordance with its terms, the authority granted by each Scheme Creditor to the Company, any Existing Notes Administrative Party or any New Notes Administrative Party under this Clause 3 shall expire in respect of that Restructuring Document and thereafter such Restructuring Document may only be amended in accordance with its terms.
- 3.4** The directions, instructions and authorisations granted under this Clause 3 shall be treated, for all purposes whatsoever and without limitation, as having been granted by deed.

4 Effect of the Scheme

4.1 Step 1: Execution of the Restructuring Documents

4.1.1 As soon as practicable after the Scheme Effective Date:

- (i) the Company shall execute but leave undated sufficient original copies of (as agreed between the parties thereto):
 - (a) all Restructuring Documents to which the Company is a party, on its own behalf; and
 - (b) all Restructuring Documents to which the Scheme Creditors are parties, on behalf of such Scheme Creditors (acting as their attorney and agent pursuant to the terms of this Scheme);
- (ii) each other party to the Restructuring Documents (save for the Existing Notes Administrative Parties and the New Notes Administrative Parties) shall execute but leave undated sufficient original copies of (as agreed between the parties thereto) all Restructuring Documents to which it is a party, and shall deliver such Restructuring Documents to the Company to be held in escrow by the Company and not released until the relevant Restructuring Step in Clause 4.3.2 occurs; and
- (iii) the Existing Notes Administrative Parties and the New Notes Administrative Parties shall execute but leave undated sufficient original copies of (as agreed between the parties thereto) all Restructuring Documents to which they are a party, and shall deliver such Restructuring Documents to its advisor, Mayer Brown, to be held in escrow by Mayer Brown and released only when (i) each other party to the relevant Restructuring Document has executed the same; and (ii) the relevant Restructuring Step in Clause 4.3.2 occurs.

4.1.2 In relation to the dating and delivery of each Restructuring Document, subject to and in accordance with the terms of this Scheme, each Scheme Creditor authorises the Company (and its duly authorised representatives) to date, complete and release the Restructuring Documents to which that Scheme Creditor is a party and to accept delivery or service on their behalf of any Restructuring Document (and any other documents, notices or evidence expressly referred to in any such Restructuring Document) required to be delivered to it, without being required to obtain any further authorisations from any Scheme Creditor or from any other person or entity, provided that the relevant release shall only occur in accordance with the relevant Restructuring Step set out in Clause 4.3.2.

4.2 Step 2: Designation of Restructuring Effective Date

- 4.2.1 The Company shall designate a Restructuring Effective Date and shall (through the Information Agent) deliver a notice to the Scheme Creditors and the Existing Notes Trustees confirming the designated Restructuring Effective Date.
- 4.2.2 In the event that the Company reasonably determines that the Restructuring Effective Date should be amended or varied, the Company shall (through the Information Agent) deliver a notice to the Scheme Creditors and the Existing Notes Trustees confirming the new designated Restructuring Effective Date (being the first date that the Company reasonably believes that it would be practicable for the Restructuring Effective Date to occur).

4.3 Step 3: Restructuring Steps

- 4.3.1 Each Scheme Party hereby agrees that subject to the occurrence of the Restructuring Conditions Satisfaction Time:
- (i) the Restructuring Steps shall be completed in the order set out in Clause 4.3.2;
 - (ii) each Restructuring Step shall be completed as soon as reasonably practicable following the completion of the previous Restructuring Step; and
 - (iii) in the event that any Restructuring Step (a "**Relevant Restructuring Step**") is not completed on the Business Day on which the Restructuring Steps are commenced pursuant to Clause 4.3.2, then:
 - (a) the process of the closing of the Restructuring shall be paused until the next date on which the Relevant Restructuring Step and all remaining Restructuring Steps can be completed (on which date all such Restructuring Steps shall be completed);
 - (b) to the fullest extent permitted by law, such Relevant Restructuring Step as well as all remaining Restructuring Steps completed after the Relevant Restructuring Step shall be deemed to have occurred on the designated Restructuring Effective Date;
 - (c) no Scheme Party shall be permitted to raise any objection for the purposes of this Scheme in connection with the fact that a Restructuring Step has not been completed on the designated Restructuring Effective Date by reason of the operation of the provisions of this Clause 4.3.1(iii); and
 - (d) in the event that the Relevant Restructuring Step as well as all remaining Restructuring Steps completed after the Relevant Restructuring Step cannot be treated as having occurred on a prior date under the provisions of this Clause 4.3.1(iii), then the fact of its occurrence on a date after the designated Restructuring Effective Date shall not prevent it from being regarded for the purposes of this Scheme (including under Clause 8 (*Releases and waivers*)) as having occurred on the designated Restructuring Effective Date.

- 4.3.2 On the Restructuring Effective Date and subject to the occurrence of the Restructuring Conditions Satisfaction Time, the following steps shall occur in the order set out below (to the extent possible):
- (i) the New Notes Indenture shall be released and become effective in accordance with its terms;
 - (ii) the Holding Period Trust Deed shall be released and become effective in accordance with its terms;
 - (iii) the New Notes Global Notes shall be released and delivered by the Company to the New Notes Trustee, the New Notes Registrar, Paying Agent and Transfer Agent and the New Notes Common Depository along with: (a) the requisite instructions for their authentication; and (b) the requisite settlement instructions, and the interests in the New Notes Global Notes will be credited as follows:
 - (a) to the Scheme Creditors (or their Designated Recipients, as applicable) subject to and in accordance with the provisions of this Scheme, including Clause 5 (*Scheme Consideration Entitlements*) and in such proportions consistent with each relevant Scheme Creditor's Scheme Consideration Entitlement, in each case to the relevant account in the Clearing Systems designated by the relevant Scheme Creditor in its validly completed Account Holder Letter; and
 - (b) in the case of the Scheme Consideration Entitlement of each Unadmitted Scheme Creditor, to the securities account(s) designated by the Holding Period Trustee subject to and in accordance with the provisions of this Scheme, including Clause 6 (*Holding Period Trustee*) who will hold the Unadmitted Entitlements on trust for the relevant Unadmitted Scheme Creditor in accordance with the terms of the Holding Period Trust Deed;
 - (iv) the New Notes Security Documents shall be released and become effective in accordance with their terms;
 - (v) to the extent not already previously released and effective above, the other duly executed Restructuring Documents (other than the Deeds of Release) shall be released and become effective in accordance with their terms; and
 - (vi) conditional on the completion of each of the steps outlined in paragraphs (i) to (v) above, the following shall occur:
 - (a) the Deeds of Release shall be released and become effective in accordance with each of their terms; and
 - (b) the Company shall ensure that the Existing Notes Global Notes representing the Existing Notes are cancelled by the Existing Notes Paying Agent and shall give, and shall procure to give, all such instructions as are required to be given to each Existing Notes Trustee, the Existing Notes Common Depository and/or the Clearing Systems (as applicable) for such purpose.

5 Scheme Consideration Entitlements

5.1 Subject to the other provisions of this Scheme, each Scheme Creditor shall receive its Scheme Consideration Entitlement in accordance with the provisions of this Clause 5 below or Clause 6 (*Holding Period Trustee*) (as applicable).

5.2 The Scheme Consideration Entitlement of each Scheme Creditor shall be calculated in accordance with the formula set out below and Clause 7.3 (*Fractional entitlements*) and shall be allocated to such Scheme Creditor (or its Designated Recipient, as applicable) in accordance with its validly completed Account Holder Letter.

Scheme Consideration Entitlement = the outstanding principal amount of the Existing Notes held by the Scheme Creditor as at the Record Date *plus* all accrued and unpaid interest on such Existing Notes up to (but excluding) the Restructuring Effective Date

5.3 A Scheme Creditor (or its Designated Recipient, as applicable) shall only receive its Scheme Consideration Entitlement on the Restructuring Effective Date if:

5.3.1 the Scheme Creditor (or its Account Holder on its behalf, as applicable) has submitted its validly completed Account Holder Letter (alongside a validly completed Designated Recipient Form (as applicable) and such other information as is required by the Information Agent to be submitted as set out in the Solicitation Packet) to the Information Agent (at the Scheme Website) by no later than the Voting Instruction Deadline; and

5.3.2 the Scheme Creditor (or its Designated Recipient, as applicable) is an Eligible Person and a validly completed Distribution Confirmation Deed has been submitted by it (or its Account Holder on its behalf, as applicable) to the Information Agent (at the Scheme Website) by no later than the Voting Instruction Deadline.

6 Holding Period Trustee

6.1 If a Scheme Creditor (or its Designated Recipient, as applicable) is not issued with any of its Scheme Consideration Entitlement pursuant to Clause 5.3 (each such Scheme Creditor, an "**Unadmitted Scheme Creditor**"), such Unadmitted Scheme Creditor's Scheme Consideration Entitlement (the "**Unadmitted Entitlement**") shall instead be issued and delivered to the Holding Period Trustee on the Restructuring Effective Date in accordance with Clause 4.3.2(iii)(b). The Holding Period Trustee will hold such Unadmitted Entitlement on trust for the relevant Unadmitted Scheme Creditor as part of the Trust Assets held on trust for the relevant Unadmitted Scheme Creditors subject to and pursuant to the terms of the Holding Period Trust Deed, until the Holding Period Expiry Date.

6.2 An Unadmitted Scheme Creditor whose Unadmitted Entitlement has been issued to the Holding Period Trustee pursuant to Clause 6.1 may, prior to the Bar Time, request the Holding Period Trustee in writing to transfer its share of the relevant Trust Assets to it (or its Designated Recipient, as applicable) in accordance with the terms of the Holding Period Trust Deed, provided that it establishes its entitlement to its share of the relevant Trust Assets by the Bar Time in accordance with the terms of the Holding Period Trust Deed, including by submitting (or through its Account Holder, as applicable, submitting) a validly completed Account Holder Letter and Distribution Confirmation Deed, and, if applicable, Designated Recipient Form (and such other information as is required by the Information Agent to be submitted as set out in the Solicitation Packet and/or the Holding Period Trust Deed) to the

Information Agent (at the Scheme Website). Following receipt of such written request and provided that the relevant Unadmitted Scheme Creditor has established its entitlement to its share of the relevant Trust Assets by the Bar Time in accordance with the terms of the Holding Period Trust Deed, the Holding Period Trustee shall transfer its share of the relevant Trust Assets to such Unadmitted Scheme Creditor (or its Designated Recipient, as applicable) in accordance with the terms of the Holding Period Trust Deed on such distribution date as may be reasonably selected by the Company in its sole discretion and notified by the Company to such Scheme Creditor in advance, provided always that the last such distribution date will be the Holding Period Expiry Date.

- 6.3** If an Unadmitted Scheme Creditor fails to establish its entitlement to the Trust Assets in accordance with the terms of the Holding Period Trust Deed prior to the Bar Time, that Unadmitted Scheme Creditor's rights under this Scheme shall be extinguished and that Unadmitted Scheme Creditor shall not be entitled to receive any Scheme Consideration Entitlement under this Scheme.
- 6.4** Subject to Clause 6.5, neither the Holding Period Trustee nor any person other than the relevant Unadmitted Scheme Creditor shall at any time whatsoever, either present or future, have any beneficial interest in the Trust Assets, until the Holding Period Expiry Date.
- 6.5** The Holding Period Trustee will, as soon as reasonably practicable after the Holding Period Expiry Date, 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 at the Company's cost, and the relevant Unadmitted Scheme Creditors shall have no entitlement to such remaining Trust Assets or any rights or claims against the Company, the Holding Period Trustee or any other person in respect thereto. To the extent that any such remaining Trust Assets transferred to the Company (or its nominee) comprise New Notes, such New Notes shall thereafter be cancelled.
- 6.6** The Scheme Parties acknowledge and agree that the Holding Period Trustee has the power to appoint an additional or replacement trustee over the Trust Assets at any time, subject to any additional or replacement trustee agreeing to be bound by the terms of this Scheme and the Holding Period Trust Deed.

7 Other provisions applicable to the determination of Scheme Consideration Entitlements

7.1 Record Date

Unless expressly provided otherwise herein, each Scheme Creditor's Scheme Consideration Entitlement will be determined based on its Scheme Claims as at the Record Date.

7.2 Assignments or transfers of Scheme Claims after the Record Date

7.2.1 The Company shall not be under any obligation to recognise any assignment or transfer of Scheme Claims after the Record Date and all entitlements of Scheme Creditors (and/or their Designated Recipients, as applicable) under this Scheme shall be determined as at the Record Date, provided that, where the Company has received from the relevant parties written notice of such assignment or transfer, the Company may in its sole and absolute 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 Scheme Consideration Entitlements under this Scheme.

- 7.2.2 Any assignee or transferee of interests in the Existing Notes recognised by the Company pursuant to Clause 7.2.1 shall be bound by the terms of this Scheme as 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 this Scheme.

7.3 Fractional entitlements

The New Notes are indebtedness in a minimum principal amount of USD150,000 and in integral multiples of USD1.00 in excess thereof. Notwithstanding any other provision of this Scheme, all entitlements to the New Notes under this Scheme will be rounded down to the nearest USD1.00, subject to a minimum denomination of USD150,000 and integral multiples of USD1.00 in excess thereof. All entitlements to the New Notes under this Scheme which would have arisen, but for this Clause 7.3, shall be disregarded and no cash or other consideration will be due in respect of any such entitlements.

7.4 Provision of information by Scheme Creditors

- 7.4.1 Any Account Holder Letter, Distribution Confirmation Deed, and, as applicable, Designated Recipient Form, submitted by or on behalf of any Scheme Creditor shall be submitted in accordance with the instructions set out in the relevant Account Holder Letter, the Solicitation Packet and this Scheme.
- 7.4.2 Whether an Account Holder Letter, Distribution Confirmation Deed or Designated Recipient Form has been validly completed shall be determined by the Information Agent at its discretion (on behalf of and in consultation with the Company), provided that, if the Information Agent determines that any such document has not been validly completed, the Information Agent shall promptly prepare a written statement of its reasons for its determination and send that statement by electronic mail to the party that provided the relevant document.
- 7.4.3 The Company may disclose any Account Holder Letter, Distribution Confirmation Deed, and Designated Recipient Form, and each of their respective contents (alongside any other information provided by a Scheme Creditor (and its Designated Recipient, as applicable)) on a confidential basis to such persons and such Advisors as are necessary to facilitate the consummation of the Restructuring.
- 7.4.4 The Company will not be responsible for any loss or liability incurred by a Scheme Creditor as a result of any such determination by the Information Agent (on behalf of and in consultation with the Company) pursuant to Clause 7.4.2 except to the extent that such loss or liability is incurred by a Scheme Creditor and is attributable to the fraud, gross negligence or wilful misconduct on the part of the Company.

7.5 Calculations by Information Agent

- 7.5.1 In carrying out all of the calculations to be performed by it in accordance with this Scheme, the Information Agent:
- (i) shall be entitled to rely in good faith upon information and documents supplied to it prior to the applicable deadline(s), including in Account Holder Letters, Distribution Confirmation Deeds and Designated Recipient Forms;

(ii) may, but is not required to, take account of any information or documents supplied to it after any applicable deadline for the provision of such information; and

(iii) shall work in consultation with the Company, as appropriate.

7.5.2 To the extent permitted by applicable law, any calculation performed by the Information Agent (on behalf of the Company) in accordance with this Scheme shall (in the absence of manifest error) be final and binding, and shall not be disputed by any Scheme Party.

7.5.3 The Information Agent shall not be liable or responsible for any liabilities or inconvenience which may result from anything done or omitted to be done by it in accordance with the provisions of this Scheme and shall bear no obligation or responsibility to any person in respect of this Scheme unless such liability arises as a result of fraud or wilful misconduct. The Company has retained the Information Agent to provide the information agent services described herein (subject to the terms of a separate agreement between the Company and the Information Agent). The Information Agent is an agent of the Company and owes no duty to any third party (including, without limitation, any Scheme Party) in respect of the performance of its duties as Information Agent.

8 Releases and waivers

8.1 Subject to Clause 8.5, with effect from the Restructuring Effective Date and conditional on the completion of each of the steps outlined in Clauses 4.3.2(i) to 4.3.2(v) (inclusive), all of the rights, title and interest of:

8.1.1 each Scheme Creditor to its Scheme Claims; and

8.1.2 the Existing Notes Common Depository and each Existing Notes Trustee to any claims it has or may have under the Existing Notes Global Notes or any parallel debt covenant (as applicable),

shall, in each case, be discharged fully and absolutely by operation of this Scheme and without any action on the part of any Scheme Creditor or any other person, in each case so as to bind each Scheme Creditor and its respective successors and assigns (including, without limitation, 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 Claims after the Record Date).

8.2 Subject to Clause 8.5, with effect from the Restructuring Effective Date and conditional on the completion of each of the steps outlined in Clauses 4.3.2(i) to 4.3.2(v) (inclusive), each Scheme Creditor (to the extent it has not already done so pursuant to Clause 8.1 in respect of its Scheme Claims), in each case on behalf of itself and each of its successors and assignees, irrevocably and unconditionally, fully and finally waives and releases and forever discharges any and all actions, proceedings, claims, damages, counterclaims, complaints, liabilities, liens, rights, demands and set-offs, whether present or future, prospective or contingent, whether in this jurisdiction or any other or under any law, of whatsoever nature and howsoever arising, whether in law or in equity, in contract (including, but not limited to, breaches or non-performances of contract), statute or in tort (including, but not limited to, negligence and misrepresentation) or any other manner whatsoever, breaches of statutory duty, for contribution, or for interest and/or costs and/or disbursements, whether or not for a

fixed or unliquidated amount, whether filed or unfiled, whether asserted or unasserted, whether or not presently known to the parties or to the law, in each case that it ever had, may have or hereafter can, shall or may have arising out of actions, omissions or circumstances on or prior to the Restructuring Effective Date against:

- 8.2.1 the Company and each of its Affiliates (including, for the avoidance of doubt, each of the other Existing Notes Obligor); and
- 8.2.2 each of the following (in each case, in its or their capacity as such): (i) the Advisors; (ii) any Director; (iii) the Information Agent; (iv) the Existing Notes Administrative Parties; (v) the New Notes Administrative Parties; (vi) the Holding Period Trustee; and/or (vii) any other Scheme Creditor (or its Designated Recipient, as applicable) or its Affiliates,

(each person referred to above in this Clause 8.2, a "**Restructuring Released Party**", and together, the "**Restructuring Released Parties**") in relation to or arising out of or in connection with: (i) the Existing Notes Finance Documents and/or otherwise against any Restructuring Released Party in relation to any breaches or defaults under or pursuant to the Existing Notes Finance Documents; (ii) the Scheme Claims; and/or (iii) the negotiation, preparation, implementation and/or consummation of this Scheme and/or the Restructuring (including, without limitation, this Scheme, the Restructuring Steps, the Restructuring Documents, the Restructuring Support Agreement and any document referred to in the foregoing).

- 8.3 Subject to Clause 8.5, with effect from the Restructuring Effective Date and conditional on the completion of each of the steps outlined in Clauses 4.3.2(i) to 4.3.2(v) (inclusive), each Scheme Creditor, in each case on behalf of itself and each of its successors and assignees, irrevocably and unconditionally undertakes that it will not commence, take or continue, or support any person commencing, taking or continuing, or instruct any person to commence, take or continue any Proceedings or other judicial, quasi-judicial, administrative or regulatory process in any jurisdiction whatsoever against any Restructuring Released Party, in each case in relation to or arising out of or in connection with:

- 8.3.1 the Scheme Claims;
- 8.3.2 the negotiation, preparation, implementation and/or consummation of this Scheme, the Restructuring Documents (or related documentation), the Existing Notes Finance Documents and/or the Restructuring Support Agreement; and/or
- 8.3.3 the execution of this Scheme, the Restructuring Documents or any other documents required in order to implement this Scheme, or the taking of any steps or actions necessary or reasonably required to implement the transactions contemplated in this Scheme, including the Restructuring Steps, and the carrying out of the actions, steps and transactions contemplated by them,

in each case other than in relation to an Allowed Proceeding.

- 8.4 Subject to Clause 8.5, with effect from the Restructuring Effective Date and conditional on the completion of each of the steps outlined in Clauses 4.3.2(i) to 4.3.2(v) (inclusive), each Scheme Creditor acknowledges and agrees that:

- 8.4.1 it may later discover facts in addition to or different from those which it presently knows or believes to be true with respect to the subject matter of this Scheme;

- 8.4.2 it is its intention to fully and finally forever settle and release any and all matters, disputes and differences, whether known or unknown, suspected or unsuspected, which presently exist, may later exist or may previously have existed between it and the Restructuring Released Parties in respect of the claims released in this Clause 8 on the terms set out in this Scheme; and
- 8.4.3 in furtherance of this intention, the waivers, releases and discharges given in this Scheme shall be and shall remain in effect as full and complete general waivers, releases and discharges notwithstanding the discovery or existence of any such additional or different facts,

in each case provided that the relevant additional or different facts were not concealed from, or otherwise omitted from communication with, the Scheme Creditors due to: (i) fraud, gross negligence or wilful misconduct on the part of any Restructuring Released Party (excluding the Information Agent); or (ii) fraud or wilful misconduct on the part of Information Agent.

8.5 Nothing in this Clause 8 shall:

- 8.5.1 in any way impair or prejudice any rights of any Scheme Creditor arising under this Scheme or any Restructuring Document (including as a consequence of non-compliance with the terms of this Scheme or the Restructuring Documents);
- 8.5.2 extend to any claim or Liability of any Advisor arising under or relating to a duty of care to such Advisor's client or arising under a duty of care to another person which has been expressly accepted or acknowledged in writing by that Advisor;
- 8.5.3 apply to any claim or Liability or causes of action arising from or relating to:
 - (i) fraud, gross negligence or wilful misconduct of any Restructuring Released Party (excluding the Information Agent); or
 - (ii) fraud or wilful misconduct of the Information Agent; and/or
- 8.5.4 require a Scheme Creditor to procure any undertaking or acknowledgement from, or action by, any entity from which such Scheme Creditor acquired its rights in respect of any Scheme Claim after the Record Date and/or to whom such Scheme Creditor has transferred or transfers its rights in respect of any Scheme Claim after the Record Date.

8.6 The waivers, releases and discharges granted under this Clause 8 shall be treated, for all purposes whatsoever and without limitation, as having been granted irrevocably by deed.

9 Exclusion of liability and indemnity

- 9.1 To the extent permitted by law and subject to Clause 9.8, no Scheme Creditor (or its Designated Recipient, as applicable) or the Company shall be entitled to challenge the validity of any act done or omitted to be done in good faith by any of the Advisors, each of the Existing Notes Obligors, each of the New Notes Obligors, each of the Existing Notes Administrative Parties, each of the New Notes Administrative Parties and the Holding Period Trustee (or any of their respective authorised signatories, agents, employees and/or delegates) (the "**Excluded Persons**") in connection with their actions or omissions pursuant to the provisions of this Scheme and/or any Restructuring Document or the exercise by any of the Excluded Persons in good faith of any power conferred upon them for the purposes of this Scheme and/or any Restructuring Document if exercised in accordance with the provisions of this Scheme and/or any Restructuring Document. For the avoidance of doubt,

- no Excluded Person shall be liable for any cost, loss or liability in connection with this Scheme unless such loss is attributable to its fraud, gross negligence or wilful misconduct.
- 9.2** With respect to the Scheme Creditors or any other person affected or bound by this Scheme, each Existing Notes Administrative Party undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in this Scheme and the Existing Notes Finance Documents. The Holding Period Trustee shall have only those duties, obligations and responsibilities expressly specified in this Scheme and the Holding Period Trust Deed and no others shall be implied.
- 9.3** Nothing in this Scheme shall impose any obligation on any of the Existing Notes Administrative Parties and/or the Holding Period Trustee and/or the New Notes Administrative Parties to expend its own funds or pay any amount out of its personal assets with respect to any claims made by a Scheme Creditor as a result of any of such parties taking any of the steps contemplated by this Scheme and executing any releases of any guarantees pursuant to the Deeds of Release except to the extent that the same arises from its fraud, gross negligence or wilful misconduct.
- 9.4** None of the Existing Notes Administrative Parties, the New Notes Administrative Parties, the Information Agent, the Holding Period Trustee and/or their respective directors, officers, employees, agents and advisors shall be personally responsible or accountable in damages or otherwise to any Scheme Creditor or any other person affected or bound by this Scheme for any loss, damage or claim incurred by reason of any act or omission performed or omitted by any of the Existing Notes Administrative Parties, the New Notes Administrative Parties, the Information Agent or the Holding Period Trustee in good faith in accordance with this Scheme.
- 9.5** None of the Existing Notes Administrative Parties, the New Notes Administrative Parties, the Information Agent or the Holding Period Trustee shall be personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of any Scheme Creditors or any other person affected or bound by this Scheme, with all such liability, if any, being expressly waived by any such persons claiming by, through or under any of the foregoing.
- 9.6** Each Existing Notes Administrative Party, each New Notes Administrative Party, the Information Agent and the Holding Period Trustee shall at all times be entitled to and may rely on any document, notice, consent, order, opinion or certificate given, issued or granted by any person or court that it reasonably believes to be genuine and correct pursuant to any Restructuring Document and this Scheme without being under any obligation to enquire or otherwise determine whether any such notice, consent, order, opinion or certificate is adequate, accurate and/or complete and has been given or granted in accordance with applicable laws or any contractually binding obligation and without being under any responsibility or being under any obligation to validate the legality, effectiveness, completeness, adequacy or enforceability of the Restructuring that is to be implemented as a consequence of this Scheme.
- 9.7** The Company shall hold each Existing Notes Administrative Party, each New Notes Administrative Party, the Information Agent and the Holding Period Trustee and each of their respective directors, officers, employees, agents and advisors harmless from, and shall indemnify each Existing Notes Administrative Party, each New Notes Administrative Party, the Information Agent and the Holding Period Trustee from and against, any claims, damages, charges, losses, liabilities, costs and expenses which may be incurred by any

Existing Notes Administrative Party, any New Notes Administrative Party, the Information Agent or the Holding Period Trustee (as applicable), or asserted or awarded taking any of the steps contemplated by this Scheme by any such person except to the extent that the same arises from the gross negligence, wilful misconduct or fraud of any such person.

- 9.8** Nothing in this Clause 9 shall prevent a Scheme Creditor from pursuing or taking any action in relation to an Allowed Proceeding.

10 Stay of Proceedings

- 10.1** From the Scheme Effective Date, no Scheme Creditor shall commence, continue, support any person commencing, or instruct any person to commence or take, any Proceeding against any Scheme Party in respect of any claims or Liabilities that are to be released in accordance with Clause 8 (*Releases and waivers*) other than as contemplated by, and in accordance with, the terms of the Scheme or any other Restructuring Document or with the intent of giving effect to the Restructuring.

- 10.2** For the avoidance of doubt, subject to any applicable contractual restrictions, a Scheme Creditor may commence a proceeding against the Company after the Restructuring Effective Date in respect of claims or Liabilities that are not to be released in accordance with Clause 8 (*Releases and waivers*).

11 Termination of Scheme

- 11.1** If the Restructuring Effective Date has not occurred, and the steps outlined in Clauses 4.3.2(i) to 4.3.2(vi) (inclusive) have not been completed, by the Longstop Date, this Scheme shall terminate and shall be construed as if it had never become effective, and the rights and obligations of the Scheme Creditors under the Existing Notes Finance Documents and the Restructuring Support Agreement shall not be affected and shall remain in full force and effect and each Scheme Creditor shall be entitled to exercise any and all of its rights, powers and remedies against the Company under the terms and conditions of the Existing Notes Finance Documents and the Restructuring Support Agreement.

- 11.2** Upon the termination of this Scheme, to the extent permitted by applicable law, all Restructuring Steps will not or will be deemed not to have occurred and any actions taken under or pursuant to Clause 4 (*Effect of the Scheme*) shall have no valid or binding effect. To the extent permitted by applicable law, all relevant parties agree to take such steps as are necessary and/or desirable to reverse any such steps that have already occurred in order to restore the parties to the position they were in before the steps occurred, provided that no party shall be required to incur any material out-of-pocket costs or expenses.

- 11.3** Notwithstanding any other provision of this Scheme, the rights (and obligations) of the Scheme Parties under Clauses 9 (*Exclusion of liability and indemnity*), 11 (*Termination of Scheme*), 13 (*Costs and expenses*), 14 (*Notices*), 15 (*Third parties*) and 16 (*Governing law and jurisdiction*) shall survive termination of this Scheme.

12 Other provisions applicable to this Scheme

12.1 Modification of this Scheme

The Company may, before or at any hearing of the Court to sanction this Scheme, consent on behalf of all Scheme Creditors to any modification of, or addition to, this Scheme, any Restructuring Document or to any terms or conditions that the Court may think fit to approve

or impose and which are otherwise necessary for the purpose of implementing the Restructuring, and which could not reasonably be expected, directly or indirectly, to have a material adverse effect on the interests of any Scheme Creditor under this Scheme. However, if such modifications could reasonably be expected, directly or indirectly, to have a material adverse effect on the interests of a Scheme Creditor, then the Company may not give such consent without the prior written consent of that Scheme Creditor.

12.2 Waiver of provisions of this Scheme

No waiver proposed by the Company (including any waiver of any Restructuring Condition) shall be permitted under this Scheme, save with: (i) the consent in writing of the Majority Existing Notes Noteholders; and (ii) where the beneficiary of any clause being waived is not the Scheme Creditors, the consent in writing of that person or entity.

12.3 Foreign representative

Wong Kam Fai, a director of the Company, or such other board member or representative of the Company as the Company may deem appropriate (in its sole discretion) shall be authorised to act as the representative of the Company on and in connection with any U.S. Recognition Filing or any application for recognition and assistance in relation to this Scheme in any jurisdiction and under whatever law including (without limitation) Chapter 15 of the U.S. Bankruptcy Code and any other law derived from or similar to the UNCITRAL Model Law on Cross-Border Insolvency.

12.4 Application to the Court for directions

Without prejudice to any rights that the Company might otherwise have in connection with this Scheme or any aspect of it and notwithstanding any other provision of this Scheme, the Company shall be entitled to make an application to the Court for directions at any time in connection with any matter arising under or in relation to this Scheme.

12.5 Exercise of discretion

Where, under or pursuant to any provision of this Scheme, a matter is to be determined by the Company or the Information Agent (on the Company's behalf), as the case may be, it shall be determined by them in their discretion in such manner as they may in good faith consider fair and reasonable and which shall not result in any material adverse impact on a Scheme Creditor. If any difficulty shall arise in determining any such matter either generally or in any particular case or in ensuring the result described above, it shall be resolved by the Company or the Information Agent in good faith, as the case may be, in such manner as is fair and reasonable and which shall not result in any material adverse impact on a Scheme Creditor and their decision shall, insofar as permitted by law, be final and binding on all concerned.

12.6 Performance of obligations on dates other than a Business Day

If any obligation is to be performed under the terms of this Scheme on a date other than a Business Day and is not capable of being performed on such date, the relevant obligation shall be performed on the next Business Day.

12.7 Delegation

12.7.1 The Company may perform its rights, powers, duties, discretions and/or obligations through such one or more authorised signatories, acting jointly or severally, as it may appoint from time to time.

12.7.2 The Company may also delegate its rights, powers, duties, discretions and/or obligations (including the execution and delivery of any document or instrument) to any person it deems appropriate, in its sole discretion.

12.8 Scheme subject to provisions of mandatory law

This Scheme shall take effect subject to any prohibition or condition imposed by law.

12.9 Reliance on section 3(A)(10) exemption

In sanctioning this Scheme, the Court has been apprised of the fact that the Company will rely on the Court's ruling with respect to this Scheme for the purposes of relying on the exemption from registration under section 3(a)(10) of the U.S. Securities Act for the issuance of the New Notes to be distributed to Scheme Creditors in exchange for the Scheme Claims subject to the sanction of this Scheme by the Court.

13 Costs and expenses

The Company agrees to be responsible for and shall pay all fees, costs and expenses properly incurred by the Existing Notes Administrative Parties, the New Notes Administrative Parties and the Information Agent, in connection with any and/or all actions taken pursuant to this Scheme, including (without limitation) any and/or all actions taken pursuant to the Restructuring Steps and the distribution of the Scheme Consideration Entitlements (provided that, with respect to each party, the relevant fees, costs and expenses have been incurred in accordance with the Existing Notes Finance Documents or such other arrangement as may have been agreed between the Company and that party).

14 Notices

14.1 Any notice or other written communication to be given under or in relation to this Scheme shall be given in the English language in writing and shall be deemed to have been duly given if it is: (i) delivered by hand; (ii) sent by email (or other electronic means in the case of a Clearing System); (iii) posted on the Scheme Website; (iv) sent by fax; (v); sent by pre-paid recorded delivery or international courier to the address or email address as set out below (or as may be notified by notice to the Scheme Creditors from time to time); or (vi) in relation to any notice to be given to the Scheme Creditors that are Existing Noteholders only, through a corporate action notice through the Clearing Systems and the Existing Notes Trustees.

14.2 The addresses for notices are as follows:

14.2.1 in the case of the Company, to Linklaters marked for the attention of Sherry Cui and Andrew Payne at email address: dlprojectferris@linklaters.com;

14.2.2 in the case of a Scheme Creditor, its last known address known to the Company, provided that all deliveries of notices required to be made by this Scheme shall be effective by posting the same in pre-paid envelopes addressed to the Scheme Creditors or, if so directed by the Scheme Creditors, to the relevant Account Holder for the persons respectively entitled thereto at the addresses appearing in the relevant Account Holder Letter or to such other addresses (if any) as such persons may respectively direct in writing; and

14.2.3 in the case of any other person, any address set forth for that person in any agreement entered into in connection with this Scheme or the last known address

according to the Company or by fax to its last known fax number according to the Company.

- 14.3** Any notice or other written communication to be given under this Scheme shall be deemed to have been served:
- 14.3.1** at the time of delivery if delivered personally;
 - 14.3.2** at the time of transmission if sent by email;
 - 14.3.3** on the first Business Day after transmission if sent through the Clearing Systems;
 - 14.3.4** two Business Days after the time and date of posting if sent by pre-paid recorded delivery, or five Business Days after the time and date of posting if the recipient is not in the country of despatch by pre-paid recorded delivery;
 - 14.3.5** five Business Days after the time and date of posting if sent by international courier;
or
 - 14.3.6** when the recipient received (or is deemed to receive) the notice or other written communication through access of the Scheme Website.
- 14.4** The accidental omission to send any notice, written communication or other document in accordance with Clauses 14.1 to 14.3, or the non-receipt of any such notice by any Scheme Creditor, shall not affect the provisions of this Scheme.
- 14.5** The Company shall not be responsible for any loss or delay in the transmission of any notices, other documents or payments posted by or to any Scheme Creditors which shall be posted at the risk of such Scheme Creditors.
- 14.6** For the avoidance of doubt, this Clause 14 shall not apply to the documents set out in the Solicitation Packet and the Holding Period Trust Deed, which should be completed and submitted in accordance with the instructions set out therein.

15 Third parties

- 15.1** Subject to Clause 15.2, no person who is not a party to this Scheme has any right under the Contracts (Rights of Third Parties) Act 2014 to enforce any of its terms.
- 15.2** The Protected Parties may enforce this Scheme in accordance with the Contracts (Rights of Third Parties) Act 2014.

16 Governing law and jurisdiction

- 16.1** Subject to Clause 16.2, this Scheme 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 and each of the Scheme Creditors hereby agrees that the Court shall have exclusive jurisdiction to hear and determine any suit, action or Proceeding and to settle any dispute which may arise out of the Explanatory Statement or any provision of this Scheme, or out of any action taken or omitted to be taken under this Scheme or in connection with the administration of this Scheme, and, for such purposes, each of the Scheme Creditors irrevocably submits to the jurisdiction of the Court, provided, however, that nothing in this Clause 16 shall affect the validity of other provisions regarding governing law and jurisdiction as between the Company and any of the Scheme Creditors, whether contained in any contract (including any Restructuring Document) or otherwise.

16.2 The U.S. Bankruptcy Court shall have exclusive jurisdiction to hear and determine any dispute, suit, action or Proceeding (including any settlement thereof) which may arise out of or in connection with any U.S. Chapter 15 Order relating to the Company or its assets located within the territorial jurisdiction of the United States.

Schedule 1 Definitions and interpretation

Part A Definitions

Unless the context requires otherwise or a specific provision otherwise expressly provides to the contrary, capitalised terms in this Scheme shall have the meaning attributed to them below:

"14.25% 2023 Notes" means the USD170,000,000 14.25% senior notes due 2023 and USD85,000,000 14.25% senior notes due 2023, consolidated and forming a single series therewith (ISIN: XS2199251823, Common Code: 219925182), issued by the Company pursuant to the 14.25% 2023 Notes Indenture with an outstanding principal amount of USD177,995,000;

"14.25% 2023 Notes Indenture" means the indenture dated 9 July 2020, as amended, supplemented, or otherwise modified from time to time, between the Company, the 14.25% 2023 Notes Subsidiary Guarantors, the 14.25% 2023 Notes Trustee and the Existing Notes Global Security Agent pursuant to which the 14.25% 2023 Notes were issued;

"14.25% 2023 Notes Subsidiary Guarantors" means the entities listed in Schedule 2 (*Existing Notes Subsidiary Guarantors*);

"14.25% 2023 Notes Trustee" means DB Trustees (Hong Kong) Limited in its capacity as "Trustee" under the 14.25% 2023 Notes Indenture;

"16.0% 2023 Notes" means the USD144,999,000 16.0% senior notes due 2023 (ISIN: XS2348197554, Common Code: 234819755), issued by the Company pursuant to the 16.0% 2023 Notes Indenture with an outstanding principal amount of USD144,999,000;

"16.0% 2023 Notes Indenture" means the indenture dated 11 June 2021, as amended, supplemented, or otherwise modified from time to time, between the Company, the 16.0% 2023 Notes Subsidiary Guarantors, the 16.0% 2023 Notes Trustee and the Existing Notes Global Security Agent pursuant to which the 16.0% 2023 Notes were issued;

"16.0% 2023 Notes Subsidiary Guarantors" means the entities listed in Schedule 2 (*Existing Notes Subsidiary Guarantors*);

"16.0% 2023 Notes Trustee" means DB Trustees (Hong Kong) Limited in its capacity as "Trustee" under the 16.0% 2023 Notes Indenture;

"2022 Notes" means the USD200,000,000 12.95% senior notes due 2022 (ISIN: XS2100655807, Common Code: 210065580), issued by the Company pursuant to the 2022 Notes Indenture with an outstanding principal amount of USD121,506,000;

"2022 Notes Indenture" means the indenture dated 14 January 2020, as amended, supplemented, or otherwise modified from time to time, between the Company, the 2022 Notes Subsidiary Guarantors, the 2022 Notes Trustee and the Existing Notes Global Security Agent pursuant to which the 2022 Notes were issued;

"2022 Notes Subsidiary Guarantors" means the entities listed in Schedule 2 (*Existing Notes Subsidiary Guarantors*);

"2022 Notes Trustee" means DB Trustees (Hong Kong) Limited in its capacity as "Trustee" under the 2022 Notes Indenture;

"Account Holder" means a person who holds a Book-Entry Interest;

"Account Holder Letter" means a letter from an Account Holder on behalf of the relevant Scheme Creditor substantially in the form of, as the context requires:

- (a) the account holder letter set out in Appendix 4 (*Solicitation Packet*) to the Explanatory Statement, as submitted to the Information Agent prior to the Voting Instruction Deadline; or
- (b) the holding period account holder letter set out in Schedule 1 (*Holding Period Account Holder Letter*) of Appendix 9 (*Form of Holding Period Trust Deed*) to the Explanatory Statement, as submitted to the Information Agent after the Voting Instruction Deadline and prior to the Bar Time,

including (for the avoidance of doubt) the digital form capturing the same information available on the Scheme Website, provided, in each case, that the Information Agent (acting on behalf of the Company) shall have discretion to accept a purported Account Holder Letter (which contains substantially the information required in respect of such Account Holder Letter) even if such letter deviates from the aforementioned forms;

"Advisors" means (as applicable):

- (a) Guotai Junan Securities (Hong Kong) Limited;
- (b) Alvarez & Marsal Corporate Finance Limited;
- (c) Linklaters and, for the avoidance of doubt, including Linklaters Zhao Sheng;
- (d) Conyers Dill & Pearman LLP;
- (e) Kirkland & Ellis and Kirkland & Ellis International LLP;
- (f) Maples and Calder (Hong Kong) LLP
- (g) Beijing Zhong Lun Law Firm;
- (h) Mayer Brown; and
- (i) any successor professional advisors to the foregoing, the foregoing's partners, employees and affiliated partnerships and the partners and employees of such affiliated partnerships and their respective Subsidiaries and holding companies and any local counsel engaged;

"Affiliate" means, in respect of any person or entity, its current and former Subsidiaries, parent companies, holding companies, partners, equity holders, members and managing members, and any of their respective Affiliates;

"Allowed Proceeding" means any Proceeding by a Scheme Creditor to enforce its rights under the Scheme or the Explanatory Statement and/or to compel the Company or any other entity to comply with its obligations under the Scheme and any Proceeding by a Scheme Creditor or its Advisors pursuant to or in connection with its relevant Scheme Consideration Entitlement and/or the RSA Fees;

"Bar Time" means 11 p.m. Hong Kong time, the equivalent being 10 a.m. (Cayman Islands time), on the date falling 15 Business Days before the Holding Period Expiry Date;

"Book-Entry Interest" means, in relation to the Existing Notes, a beneficial interest in an Existing Notes Global Note held through and shown on, and transferred only through, records maintained in book-entry form by the Clearing Systems and their respective nominees and successors, acting through themselves or the Existing Notes Common Depository;

"**Business Day**" means any day which is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the City of New York, in London, in Hong Kong or in the Cayman Islands are authorised or required, by law or governmental regulation, to close;

"**BVI Law Deed of Release**" means the British Virgin Islands law deed of release in substantially the form attached at Part B of Appendix 8 (*Forms of Deeds of Release*) to the Explanatory Statement with such minor or technical amendments as the Court may consent to;

"**Cayman Companies Act**" means the Cayman Islands Companies Act (2022 Revision) as amended, modified or re-enacted from time to time;

"**Cayman Convening Order**" means the order of the Court directing that the Scheme Meeting be convened, a copy of which is attached at Appendix 7 (*Cayman Convening Order*) to the Explanatory Statement;

"**Cayman Sanction Order**" means the sealed copy of the order of the Court sanctioning this Scheme;

"**Clearing Systems**" means either or both of Euroclear Bank SA/NV and Clearstream Banking S.A. and each of their respective nominees and successors, and any other system designed for similar or analogous purposes, as appropriate;

"**Company**" has the meaning given to it in the "parties" clause;

"**Consenting Creditors**" has the meaning given to it in the Restructuring Support Agreement;

"**Court**" means the Grand Court of the Cayman Islands and any court capable of hearing appeals therefrom;

"**Deeds of Release**" means the New York Law Deed of Release, the Hong Kong Law Deed of Release and the BVI Law Deed of Release;

"**Designated Offshore Account Charge Agreement**" means the account charge agreement to be entered into between the New Notes Global Security Agent and the Company and which will be made available (in substantially final form) on the Scheme Website;

"**Designated Recipient**" means a person designated by a Scheme Creditor in a validly completed Account Holder Letter (alongside a validly completed Designated Recipient Form and such other information as is required by the Information Agent to be submitted as set out in the Solicitation Packet) as the recipient of its Scheme Consideration Entitlement pursuant to the terms of this Scheme and subject to all applicable securities laws and provided always that a person shall only be a Designated Recipient if it is an Eligible Person and it holds an account with the same Account Holder as its designated Scheme Creditor, and agrees to receive the relevant Scheme Consideration Entitlement into the same account;

"**Designated Recipient Form**" means the document that is substantially in the form set out at Appendix 1 to the Account Holder Letter and available on the Scheme Website;

"**Director**" means any person who is, or was, or is deemed to be, at any time a director/manager/officer (or equivalent) of any company in the Group immediately prior to the Restructuring Effective Date, including, for the avoidance of doubt, the Company and each of the other Existing Notes Obligors, in their capacity as such;

"**Distribution Confirmation Deed**" means the document that is substantially in the form set out in Appendix 2 to the Account Holder Letter and available on the Scheme Website;

"Eligible Person" means a person who can make the affirmative Securities Law Representations prior to the applicable deadline;

"Excluded Persons" has the meaning given to it in Clause 9.1;

"Existing Noteholder" means a person who is the beneficial owner of and/or the owner of the ultimate economic interest (as applicable) in one or more series of the Existing Notes;

"Existing Notes" means the 14.25% 2023 Notes, the 16.0% 2023 Notes and the 2022 Notes;

"Existing Notes Administrative Parties" means the Existing Notes Global Security Agent, each Existing Notes Trustee, the Existing Notes Common Depositary, the Existing Notes Paying Agent and the Existing Notes Registrar and Transfer Agent;

"Existing Notes Common Depositary" means Deutsche Bank AG, Hong Kong Branch in its capacity as common depositary for the Clearing Systems, acting through its nominee as registered holder of the Existing Notes, DB Nominees (Hong Kong) Limited;

"Existing Notes Finance Documents" means the Existing Notes Indentures, the Existing Notes Intercreditor Agreement, the Existing Notes Security Documents, and any other documents entered into by the Company or any other person guaranteeing or securing liabilities due under or in respect of the Existing Notes Indentures;

"Existing Notes Global Notes" means, individually and collectively, the global notes deposited with or on behalf of and registered in the name of the Existing Notes Common Depositary or its nominee, in substantially the form of:

- (a) Exhibit B (*Form of Global Note*) to the 14.25% 2023 Notes Indenture (in respect of the 14.25% 2023 Notes);
- (b) Exhibit B (*Form of Global Note*) to the 16.0% 2023 Notes Indenture (in respect of the 16.0% 2023 Notes); and
- (c) Exhibit B (*Form of Global Note*) to the 2022 Notes Indenture (in respect of the 2022 Notes);

"Existing Notes Global Security Agent" means DB Trustees (Hong Kong) Limited in its capacity as "Global Security Agent" under each of the Existing Notes Indentures and the Existing Notes Intercreditor Agreement;

"Existing Notes Indentures" means the 14.25% 2023 Notes Indenture, the 16.0% 2023 Notes Indenture and the 2022 Notes Indenture;

"Existing Notes Intercreditor Agreement" means the intercreditor agreement originally dated 2 September 2013, entered into by, among others, the Company, certain subsidiary guarantor pledgors parties thereto and the Existing Notes Global Security Agent, as amended, supplemented and acceded to from time to time;

"Existing Notes Obligors" means the Company together with the Existing Notes Subsidiary Guarantors;

"Existing Notes Paying Agent" means Deutsche Bank AG, Hong Kong Branch in its capacity as "Paying Agent" under each of the Existing Notes Indentures;

"Existing Notes Registrar and Transfer Agent" means Deutsche Bank AG, Hong Kong Branch in its capacity as "Registrar" and "Transfer Agent" under each of the Existing Notes Indentures;

"Existing Notes Security Documents" means the "Security Documents" as defined in the Existing Notes Intercreditor Agreement;

"Existing Notes Subsidiary Guarantors" means the 14.25% 2023 Notes Subsidiary Guarantors, the 16.0% 2023 Notes Subsidiary Guarantors and the 2022 Notes Subsidiary Guarantors;

"Existing Notes Trustees" means the 14.25% 2023 Notes Trustee, the 16.0% 2023 Notes Trustee and 2022 Notes Trustee;

"Explanatory Statement" means the explanatory statement of the Company relating to this Scheme issued in accordance with Order 102, Rule 20(4) of the Cayman Islands Grand Court Rules 1995 (Revised Edition) (including all appendices, schedules and annexures thereto);

"Group" means the Company and its Subsidiaries;

"Holding Period" means the period commencing from the Restructuring Effective Date up to the date falling 170 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" means the last day of the Holding Period;

"Holding Period Trust Deed" means the trust deed to be entered into by, among others, the Holding Period Trustee, for the purpose of creating the trust in accordance with Clause 6.1 and is in substantially the form set out at Appendix 9 (*Form of Holding Period Trust Deed*) to the Explanatory Statement;

"Holding Period Trustee" means Madison Pacific Trust Limited, or any additional or replacement trustee at any time that is appointed in accordance with terms of the Holding Period Trust Deed, in its capacity as bare trustee of the Trust Assets under the Holding Period Trust Deed;

"Hong Kong Law Deed of Release" means the Hong Kong law deed of release in substantially the form attached at Part C of Appendix 8 (*Forms of Deeds of Release*) to the Explanatory Statement with such minor or technical amendments as the Court may consent to;

"Information Agent" means D.F. King Ltd., in its capacity as information agent in connection with this Scheme;

"Initial Consenting Creditors" has the meaning given to it in the Restructuring Support Agreement;

"Insolvency Proceeding" means any proceeding, process, appointment or application under any law relating to insolvency, reorganisation, winding-up, or composition or adjustment of debts, including, without limitation, winding-up, liquidation, bankruptcy, provisional liquidation, receivership, administration, provisional supervision, company voluntary arrangement, scheme of arrangement, suspension of payment under court supervision or any other analogous proceedings in any jurisdiction;

"Liability" means any debt, liability or obligation whatsoever, whether it is present, future, prospective or contingent, whether or not its amount is fixed or undetermined, whether or not it involves the payment of money or the performance of an act or obligation, and whether arising at common law, in equity or by statute in or under the laws of the Cayman Islands, the British Virgin Islands, Hong Kong, New York or under any other law or in any other jurisdiction howsoever arising, including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowance of the same in any insolvency or other Proceeding, including any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other Liability falling within this definition, and any claim for damages or restitution and **"Liabilities"** shall be construed accordingly;

"Linklaters" means Linklaters and its Affiliates;

"Longstop Date" means 30 June 2022 or such later date as may be agreed by the Company and the relevant Consenting Creditors pursuant to the terms of the Restructuring Support Agreement;

"Majority Existing Notes Noteholders" means Scheme Creditors holding in aggregate more than 50% in value of the aggregate principal amount of the Existing Notes at the relevant time;

"New Notes" means the new 10.0% senior secured notes due 2025 in the amount of the New Notes Principal Amount to be issued by the Company on the Restructuring Effective Date pursuant to the New Notes Indenture;

"New Notes Administrative Parties" means the New Notes Global Security Agent, the New Notes Hong Kong Security Agent, the New Notes Trustee, the New Notes Common Depositary and the New Notes Registrar, Paying Agent and Transfer Agent;

"New Notes Common Depositary" means Deutsche Bank AG, Hong Kong Branch in its capacity as common depositary for the Clearing Systems, acting through its nominee as registered holder of the New Notes, DB Nominees (Hong Kong) Limited;

"New Notes Documents" means the New Notes Indenture, the New Notes Global Notes, the New Notes Security Documents, the New Notes Security Trust Deed, the New Notes Intercreditor Agreement and any notices, acknowledgements and other deliverables that are referred to in, or would be customary or incidental in connection with, any of the aforesaid documents;

"New Notes Global Notes" means the global notes in respect of the New Notes in substantially the form set out in Exhibit B (*Form of Global Note*) to the New Notes Indenture;

"New Notes Global Security Agent" means DB Trustees (Hong Kong) Limited in its capacity as (a) the "Global Security Agent" under the New Notes Intercreditor Agreement; and (b) the "Common Collateral Agent" under the New Notes Indenture and, in each case, including any of its successors;

"New Notes Hong Kong Security Agent" means DB Trustees (Hong Kong) Limited in its capacity as (a) "HK Security Agent" under the New Notes Security Trust Deed; and (b) "Notes Offshore Collateral Agent" under the New Notes Indenture and, in each case, including any of its successors;

"New Notes Indenture" means the indenture to be entered into on or around the Restructuring Effective Date between, among others, the Company, the New Notes Initial Subsidiary Guarantors, the New Notes Global Security Agent and the New Notes Trustee pursuant to which the New Notes are to be issued, in substantially the form attached at Appendix 10 (*Form of New Notes Indenture*) to the Explanatory Statement with such minor or technical amendments as the Court may consent to;

"New Notes Initial Subsidiary Guarantors" means such persons who will guarantee the Company's obligations in respect of the New Notes pursuant to the New Notes Indenture as at the Restructuring Effective Date which comprise those entities listed at Schedule 3 (*New Notes Initial Subsidiary Guarantors*);

"New Notes Intercreditor Agreement" means the intercreditor agreement which will be made available (in substantially final form) on the Scheme Website;

"New Notes Obligor" means the Company together with the New Notes Initial Subsidiary Guarantors;

"New Notes Principal Amount" means an amount that equals the sum of (i) the outstanding principal amount of the Existing Notes and (ii) all accrued and unpaid interest on such Existing Notes up to (but excluding) the Restructuring Effective Date;

"New Notes Registrar, Paying Agent and Transfer Agent" means Deutsche Bank AG, Hong Kong Branch in its capacity as "Registrar", "Transfer Agent" and "Paying Agent" and any successor registrar, paying agent and transfer agent under the New Notes Indenture;

"New Notes Security Documents" means (i) the New Share Charges; and (ii) the Designated Offshore Account Charge Agreement;

"New Notes Security Trust Deed" means the security trust deed which will be made available (in substantially final form) on the Scheme Website;

"New Notes Trustee" means DB Trustees (Hong Kong) Limited in its capacity as "Trustee" and any successor trustee under the New Notes Indenture;

"New Share Charges" means the share charge agreements pursuant to which security is granted over the capital stock of, amongst others, all of the New Notes Initial Subsidiary Guarantors and which are made available (in substantially final form) on the Scheme Website;

"New York Law Deed of Release" means the New York law deed of release in substantially the form attached at Part A of Appendix 8 (*Forms of Deeds of Release*) to the Explanatory Statement with such minor or technical amendments as the Court may consent to;

"Proceeding" means any process, suit, action, legal or other proceeding in any jurisdiction, including, without limitation, any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, demand, execution, distraint, restraint, forfeiture, re-entry, seizure, lien, enforcement of judgment or enforcement of any security or Insolvency Proceeding in any jurisdiction;

"Protected Parties" means the Advisors, any Director, the Information Agent, the Existing Notes Administrative Parties, the New Notes Administrative Parties and the Holding Period Trustee or any of their respective Affiliates;

"Record Date" means following the close of business and cessation of trading of the Clearing Systems on 28 March 2022;

"Registrar of Companies" means the registrar of companies (including any deputy registrar and/or assistant registrar or similar) appointed under the Cayman Companies Act in the Cayman Islands;

"Relevant Restructuring Step" has the meaning set out in Clause 4.3.1(iii);

"Restructuring" means the financial and debt restructuring of the Group as contemplated by this Scheme, the Explanatory Statement and the Restructuring Documents;

"Restructuring Conditions" means:

- (a) the occurrence of the Scheme Effective Date;
- (b) the Company having obtained an approval in-principle for the listing of and quotation of the New Notes on the SGX-ST;
- (c) the Company having paid all professional fees and expenses of the Existing Notes Administrative Parties, the New Notes Administrative Parties and the Advisors associated with the Restructuring that the Company has agreed in writing to pay and that have been duly invoiced to the Company by no later than five Business Days prior to the Restructuring Effective Date; and
- (d) the Company having paid all the RSA Fees to those Consenting Creditors who are eligible to receive an RSA Fee in accordance with the terms of the Restructuring Support Agreement;

"Restructuring Conditions Satisfaction Time" means the time at which the Company (acting reasonably and in good faith) determines that all of the Restructuring Conditions have been satisfied or waived in accordance with Clause 12.2 (*Waiver of provisions of this Scheme*) (as applicable);

"Restructuring Documents" means:

- (a) the New Notes Documents;
- (b) the Deeds of Release;
- (c) the Holding Period Trust Deed; and
- (d) any other documents that the Company, the New Notes Trustee and/or the New Notes Global Security Agent reasonably consider to be reasonably necessary to give effect to the Restructuring;

"Restructuring Effective Date" means 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*) and which date must occur either: (i) within 10 Business Days after the date of the Cayman Sanction Order; or (ii) if a U.S. Recognition Filing is made, within 10 Business Days after the Company obtains the U.S. Chapter 15 Order or otherwise discontinues or withdraws the U.S. Recognition Filing;

"Restructuring Released Party" has the meaning set out in Clause 8.2;

"Restructuring Steps" means the steps, transactions or actions set out in Clause 4.3.2;

"Restructuring Support Agreement" means the restructuring support agreement dated 20 December 2021 entered into by the Company and the Initial Consenting Creditors (a redacted copy of which is available on the Scheme Website) as amended, supplemented and/or restated from time to time, including by the accession or cessation of parties thereto;

"RSA Fees" has the meaning given to it in the Restructuring Support Agreement and, for the avoidance of doubt, noting that any RSA Fee payable under the Restructuring Support Agreement will be rounded up to the nearest USD0.01, with USD0.005 rounded upwards;

"Scheme" means this scheme of arrangement between the Company and the Scheme Creditors proposed to be made under section 86 of the Cayman Companies Act in its present form or with, or subject to, any modification, addition or condition which the Court may think fit to approve or impose, as appropriate, provided that the Company may not consent to any such modification, addition or condition save in accordance with Clause 12.1 (*Modification of this Scheme*);

"Scheme Claim" means any claim or claims in respect of any Liability of the Company, any member of the Group or any Existing Notes Subsidiary Guarantor to a Scheme Creditor arising, directly or indirectly, in relation to, or arising out of or in connection with, the Existing Notes Finance Documents, whether before, at or after the Record Date, including, for the avoidance of doubt, any interest or default interest accruing on, or accretions arising in respect of, such claims, and excluding, for the avoidance of doubt, any liability of the Company under Clause 13 (*Costs and expenses*); and **"Scheme Claims"** shall be construed accordingly;

"Scheme Consideration Entitlement" means the entitlement of each Scheme Creditor (or its designated recipient, as applicable) to receive New Notes issued by the Company on: (i) the Restructuring Effective Date; or (ii) if it is an Unadmitted Scheme Creditor, a date on or prior to the Holding Period Expiry Date and in accordance with the terms of the Holding Period Trust Deed, under and pursuant to the terms of this Scheme, and, if applicable, the Holding Period Trust Deed, and in such amount as calculated pursuant to Clause 5.2;

"Scheme Creditors" means the Existing Noteholders as at the Record Date and, for the avoidance of doubt, excluding the Existing Notes Common Depositary (including any nominee(s) of the Existing Notes Common Depositary as registered holders of the Existing Notes) and the Existing Notes Trustees who each will not vote in respect of the Existing Notes at the Scheme Meeting; reference to the Existing Notes being "held" by a Scheme Creditor shall be construed accordingly;

"Scheme Effective Date" means the date on which a sealed copy of the Cayman 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 this Scheme;

"Scheme Meeting" means the meeting of the Scheme Creditors convened in accordance with the Cayman Convening Order pursuant to section 86 of the Cayman Companies Act to consider and, if thought fit, approve this Scheme, including any adjournment thereof;

"Scheme Parties" means, collectively, the Company, the Scheme Creditors (and their Designated Recipients, as relevant), the Information Agent, the Existing Notes Administrative Parties, the New Notes Administrative Parties, the Existing Notes Subsidiary Guarantors and the New Notes Subsidiary Guarantors; and **"Scheme Party"** means any one of them;

"Scheme Website" means <https://sites.dfkingltd.com/goldenwheel>;

"Securities Law Representations" means those necessary affirmative representations to be made by a person for the benefit of the Company as set out in a person's Distribution Confirmation Deed;

"SGX-ST" means the Singapore Exchange Securities Trading Limited;

"Solicitation Packet" means the solicitation packet set out at Appendix 4 (*Solicitation Packet*) to the Explanatory Statement;

"Subsidiary" means, in relation to any company, corporation, association or other legal entity (a **"holding company"**), a company, corporation or other legal entity:

- (a) which is controlled, directly or indirectly, by the holding company;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company; or
- (c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company, corporation, association or other legal entity shall be treated as being controlled by another if that other company, corporation, association or other legal entity is able to determine the composition of the majority of its board of directors or equivalent body;

"Trust Assets" has the meaning given to it in the Holding Period Trust Deed;

"Unadmitted Entitlement" has the meaning set out in Clause 6.1;

"Unadmitted Scheme Creditor" has the meaning set out in Clause 6.1;

"UNCITRAL Model Law on Cross-Border Insolvency" means the UNCITRAL Model Law on Cross-Border Insolvency (30 May 1997), as amended, supplemented and/or restated from time to time;

"United States" or **"U.S."** means the United States of America;

"U.S. Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended);

"U.S. Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York or other court of competent jurisdiction presiding over any case filed under Chapter 15 of the U.S. Bankruptcy Code seeking, among other things, recognition of this Scheme as a foreign main proceeding (or in the alternative, a "foreign non-main proceeding") and enforcement of the Cayman Sanction Order in the United States;

"U.S. Chapter 15 Order" means an order of the U.S. Bankruptcy Court which, among other things, recognises this Scheme as a "foreign main proceeding" (or in the alternative, a "foreign non-main proceeding") under Chapter 15 of the U.S. Bankruptcy Code, enforces the Cayman Sanction Order within the territorial jurisdiction of the United States and grants related relief;

"U.S. Recognition Filing" means: (i) the filing of a petition for recognition of this Scheme under Chapter 15 of the U.S. Bankruptcy Code; and (ii) the filing of a request for the U.S. Bankruptcy Court to grant the U.S. Chapter 15 Order;

"U.S. Securities Act" means the U.S. Securities Act of 1933 (as amended); and

"Voting Instruction Deadline" means 11 p.m. Hong Kong time on 28 March 2022, the equivalent being 10 a.m. Cayman Islands time on 28 March 2022.

Part B
Interpretation

- 1** In this Scheme, unless the context otherwise requires or otherwise expressly provides for:
- (a) references to "Clauses", "Schedules" and "Recitals" are references to the Clauses, Appendices and Recitals, respectively, of this Scheme;
 - (b) 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);
 - (c) any references to a Scheme Creditor shall be references to a Scheme Creditor in its capacity as an Existing Noteholder and a Scheme Creditor shall be required to take all steps and actions required in this Scheme to be taken by a Scheme Creditor in any such capacity (as applicable);
 - (d) references to a "person" include references to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency and shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (e) all references to "**USD**" are to lawful currency for the time being of the United States of America;
 - (f) references to a statute or statutory provision include the same as subsequently modified, amended or re-enacted from time to time;
 - (g) references to a document include the same as subsequently supplemented, amended and/or restated from time to time;
 - (h) the singular includes the plural and vice versa and words importing one gender shall include all genders;
 - (i) the term "including" means "including, without limitation";
 - (j) the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them; and
 - (k) headings are for ease of reference only and shall not affect the interpretation of this Scheme.
- 2** To the extent that there is any conflict or inconsistency between the terms of this Scheme and the Explanatory Statement, the terms of this Scheme shall prevail.
- 3** References to any figures or amounts in this Scheme are subject to:
- (a) potential modifications or adjustments under Clause 7.3 (*Fractional entitlements*) or otherwise as a result of any rounding or other calculation or allocation procedures set out herein; and
 - (b) such minor or technical amendments or any amendments to correct manifest errors as may be agreed by or on behalf of the Company.

Schedule 2
Existing Notes Subsidiary Guarantors

- 1 Golden Wheel Diamond Company Limited (金輪鑽石有限公司)
- 2 Golden Wheel Pearl Company Limited (金輪明珠有限公司)
- 3 Golden Wheel Jade Company Limited (金輪翡翠有限公司)
- 4 Golden Wheel Jewel Company Limited (金輪寶石有限公司)
- 5 Golden Wheel Crystal Company Limited (金輪水晶有限公司)
- 6 Golden Wheel Amber Company Limited (金輪琥珀有限公司)
- 7 Golden Wheel Tourmaline Company Limited (金輪碧璽有限公司)
- 8 Golden Wheel Opal Company Limited (金輪奧寶有限公司)
- 9 Golden Wheel Liuli Company Limited (金輪琉璃有限公司)
- 10 Golden Wheel Enamel Company Limited (金輪琺瑯有限公司)
- 11 Golden Wheel Emerald Company Limited (金輪綠寶有限公司)
- 12 Golden Wheel Sapphire Company Limited (金輪藍寶有限公司)
- 13 Golden Wheel Ruby Company Limited (金輪紅寶有限公司)
- 14 Golden Wheel International Creation Company Limited (金輪國際創建有限公司)
- 15 Golden Wheel International Corporation Limited (金輪國際興業有限公司)
- 16 Golden Wheel International Investment Limited (金輪國際投資有限公司)
- 17 Golden Wheel International Capital Company Limited (金輪國際創富有限公司)
- 18 Golden Wheel International Billion Limited (金輪國際創億有限公司)
- 19 Golden Wheel International Wealth Limited (金輪國際創發有限公司)
- 20 Golden Wheel International Trend Limited (金輪國際創進有限公司)
- 21 Golden Wheel International Success Limited (金輪國際創績有限公司)
- 22 Golden Wheel International Excellent Limited (金輪國際創優有限公司)
- 23 Golden Wheel International Merit Limited (金輪國際創佳有限公司)
- 24 Golden Wheel International Innovation Company Limited (金輪國際創新有限公司)
- 25 Golden Wheel International Idea Company Limited (金輪國際創意有限公司)
- 26 Golden Wheel International Glory Company Limited (金輪國際創輝有限公司)

Schedule 3
New Notes Initial Subsidiary Guarantors

- 1 Golden Wheel Diamond Company Limited (金輪鑽石有限公司)
- 2 Golden Wheel Pearl Company Limited (金輪明珠有限公司)
- 3 Golden Wheel Jade Company Limited (金輪翡翠有限公司)
- 4 Golden Wheel Jewel Company Limited (金輪寶石有限公司)
- 5 Golden Wheel Crystal Company Limited (金輪水晶有限公司)
- 6 Golden Wheel Amber Company Limited (金輪琥珀有限公司)
- 7 Golden Wheel Tourmaline Company Limited (金輪碧璽有限公司)
- 8 Golden Wheel Opal Company Limited (金輪奧寶有限公司)
- 9 Golden Wheel Liuli Company Limited (金輪琉璃有限公司)
- 10 Golden Wheel Enamel Company Limited (金輪琺瑯有限公司)
- 11 Golden Wheel Emerald Company Limited (金輪綠寶有限公司)
- 12 Golden Wheel Sapphire Company Limited (金輪藍寶有限公司)
- 13 Golden Wheel Ruby Company Limited (金輪紅寶有限公司)
- 14 Golden Wheel International Creation Company Limited (金輪國際創建有限公司)
- 15 Golden Wheel International Corporation Limited (金輪國際興業有限公司)
- 16 Golden Wheel International Investment Limited (金輪國際投資有限公司)
- 17 Golden Wheel International Capital Company Limited (金輪國際創富有限公司)
- 18 Golden Wheel International Billion Limited (金輪國際創億有限公司)
- 19 Golden Wheel International Wealth Limited (金輪國際創發有限公司)
- 20 Golden Wheel International Trend Limited (金輪國際創進有限公司)
- 21 Golden Wheel International Success Limited (金輪國際創績有限公司)
- 22 Golden Wheel International Excellent Limited (金輪國際創優有限公司)
- 23 Golden Wheel International Merit Limited (金輪國際創佳有限公司)
- 24 Golden Wheel International Innovation Company Limited (金輪國際創新有限公司)
- 25 Golden Wheel International Idea Company Limited (金輪國際創意有限公司)
- 26 Golden Wheel International Glory Company Limited (金輪國際創輝有限公司)