

THIS AGREEMENT is dated [•] 2023

BETWEEN:

- (1) **SUNAC CHINA HOLDINGS LIMITED**, an exempted company incorporated in the Cayman Islands with limited liability (with registration number 186588) whose registered office is at One Nexus Way, Camana Bay, Grand Cayman, KY1-9005, Cayman Islands and whose principal place of business in Hong Kong is at Room 1517, Level 15, West Exchange Tower, 322 Des Voeux Road Central, Sheung Wan, Hong Kong (the “**Company**”);
- (2) **SUNAC INTERNATIONAL INVESTMENT HOLDINGS LTD**, a company incorporated in the British Virgin Islands with limited liability (with registration number 1401445) and whose registered office is at 3rd Floor, J&C Building, P.O.Box 933, Road Town, Tortola, British Virgin Islands (the “**Subscriber**”);
- (3) **STAR HONOR (HK) INVESTMENT LIMITED** 星勵(香港)投資有限公司, a company incorporated under the laws of Hong Kong with limited liability (with company number 2804922) and whose registered office is at 3806 Central Plaza, 18 Harbour Road, Wanchai, Hong Kong (“**Star Honor**”); and
- (4) **LUCKY EXCELLENT INVESTMENTS LIMITED** 吉優投資有限公司, a company incorporated under the laws of Hong Kong with limited liability (with company number 2268519) and whose registered office is at 3806 Central Plaza, 18 Harbour Road, Wanchai, Hong Kong (“**Lucky Excellent**”).

WHEREAS:

- (A) The Company is a company incorporated in the Cayman Islands, the issued shares of which are currently listed on the main board of the Hong Kong Stock Exchange.
- (B) The Subscriber has extended the Loan to Star Honor, which on lent the Loan to Lucky Excellent, which further on lent the Loan to the Company. The Loan remained outstanding as at the date of this Agreement.
- (C) The Company is contemplating a Restructuring.
- (D) In connection with the Restructuring, and pursuant to the Directions Letters, the Company has agreed to issue and the Subscriber has agreed to subscribe for the Bond on the terms and subject to the conditions set out in this Agreement.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including the Recitals above), the following expressions shall, unless the context requires otherwise, have the following meanings:

“Agreed Form”	has the meaning given to it in the Restructuring Support Agreement;
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“Board”	the board of directors of the Company;
“Bond”	the convertible bond with an aggregate principal amount of US\$450,000,000 to be issued by the Company to the Subscriber upon the Restructuring Effective Date, as evidenced by the Instrument;
“Completion”	completion of the Subscription pursuant to this Agreement;
“Conditions”	the conditions set out in Clause 3.1;
“Conversion Shares”	the Shares to be issued upon conversion of the Bond;
“Convertible Bonds”	has the meaning given to it in the Restructuring Support Agreement;
“Directions Letters”	(A) the Lucky Excellent Directions Letter; and (B) the Star Honor Directions Letter;
“EGM”	the extraordinary general meeting to be convened by the Company to consider and, if thought fit, approve, among others, this Agreement and the transactions contemplated hereunder (including the grant of the Specific Mandate to the Board to allot and issue, among others, the Conversion Shares);
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Independent Shareholders”	the Shareholders not required under the Listing Rules to abstain from voting on the resolution(s) approving the issue of the Bond and the transactions contemplated thereunder including but not limited to the grant of the Specific Mandate for the allotment and issue of the Conversion Shares;

“Instrument”	the instrument to be delivered to the Subscriber, subject to and upon Completion, in the Agreed Form as set out in the Schedule;
“Intercreditor Agreement”	means the intercreditor agreement to be entered into between, among others, the trustees of the New Notes, the CB and the MCB, the Company and the Controlling Shareholder on or prior to the Restructuring Effective Date;
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange;
“Loan”	the loan in the principal amount of US\$450,000,000 made by the Subscriber to Star Honor, including any corresponding on-lending arrangements from Star Honor to the Group as referenced in the Directions Letters and described at Recital B above;
“Longstop Date”	has the meaning given to it in the Restructuring Support Agreement;
“Lucky Excellent Directions Letter”	the Directions Letter from Lucky Excellent to the Company dated the date of this Agreement and in the Agreed Form set out in Schedule 2;
“Mandatory Convertible Bonds”	has the meaning given to it in the Restructuring Support Agreement;
“New Notes”	has the meaning given to it in the Restructuring Support Agreement;
“Party(ies)”	the named party(ies) to this Agreement;
“Restructuring”	the consensual restructuring of the offshore indebtedness of the Company, to be conducted materially in the manner envisaged by, and materially on the terms set out in, the Restructuring Support Agreement;
“Restructuring Effective Date”	the date on which the Restructuring becomes effective, to be notified by the Company to the Subscriber;
“Restructuring Support Agreement”	the restructuring support agreement (and each of the schedules thereto) dated 28 March 2023 entered into by and among the Company, the entities set out in part A of schedule 1 thereto, the initial consenting creditors set out in part B of schedule 1 thereto and Morrow Sodali Limited in its capacity as information agent in connection therewith, as may be amended and/or supplemented from time to time in accordance with the terms thereof;

“Shareholders”	holders of Shares;
“Shares”	ordinary shares of par value HK\$0.10 each in the share capital of the Company or shares of any class or classes resulting from any subdivision, consolidation or re-classification of such ordinary shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Company;
“Specific Mandate”	the specific mandate to be granted by the Independent Shareholders to the Board at the EGM for, among others, the allotment and issuance of the Conversion Shares;
“Star Honor Directions Letter”	the Directions Letter from Star Honor to the Company dated the date of this Agreement and in the Agreed Form set out in Schedule 3;
“Subscription”	the subscription for the Bond by the Subscriber pursuant to this Agreement;
“Subscription Price”	US\$450,000,000; and
“US\$”	United States dollar, the lawful currency of the United States of America.

1.2 Save as otherwise expressly stated herein, references to any statute, statutory provision or Listing Rule are to that statute, statutory provision or Listing Rule as from time to time amended, extended or re-enacted.

1.3 In this Agreement, references to:

- (a) Recitals, Clauses and Schedules are to the recitals, clauses and schedules of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words importing gender or the neuter include both genders and the neuter; and
- (d) persons include bodies corporate or unincorporate.

1.4 Headings are for convenience only and shall not affect the interpretation of this Agreement.

1.5 In the event of any inconsistency between the terms of this Agreement, insofar as it relates to the terms of the subordination of the Bond, and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

2. SUBSCRIPTION

2.1 Subject to the fulfilment of the Conditions, at Completion, the Company agrees to issue, and the Subscriber agrees to subscribe for, the Bond at the Subscription Price.

- 2.2 Subject to Clause 2.3 below, the consideration for the issue of the Bond shall be the settlement, by the Subscriber to the Company, of the Subscription Price.
- 2.3 Each of the Parties hereby agrees that the Subscriber's obligation to settle the Subscription Price in consideration for the delivery of the Bond shall be deemed satisfied by the Subscriber agreeing to set-off and waive any rights of repayment or recourse against the Company, Star Honor and Lucky Excellent in respect of the Loan on and from Completion.

3. **CONDITIONS**

- 3.1 Completion is conditional upon the following being satisfied:
- (a) the occurrence of the Restructuring Effective Date;
 - (b) the Intercreditor Agreement being in Agreed Form;
 - (c) the listing of and permission to deal in the Conversion Shares being granted by the listing committee of the Hong Kong Stock Exchange; and
 - (d) the passing of all necessary resolutions by the Independent Shareholders to approve this Agreement and the transactions contemplated hereunder and to grant the Specific Mandate to the Board for the purpose of the allotment and issuance of the Conversion Shares.
- 3.2 The Company shall use its best endeavours to procure the fulfilment of the Conditions and the Subscriber shall furnish such information, supply such documents, give such undertakings and do all such acts and things as may be necessary or desirable in connection with the fulfilment of the Conditions.
- 3.3 If the Conditions are not fulfilled on or prior to the Longstop Date, this Agreement shall terminate and none of the Parties shall have any claim against the other for costs, damages, compensation or otherwise.

4. **COMPLETION**

Subject to the fulfilment of the Conditions, Completion shall take place on the Restructuring Effective Date whereupon:

- (a) the Company shall issue the Bond to the Subscriber by delivery of the Instrument to the Subscriber;
- (b) the Subscriber shall settle the Subscription Price which shall be deemed satisfied by the Subscriber agreeing to set-off and waive any rights of repayment or recourse against the Company, Star Honor and Lucky Excellent in respect of the Loan,
- (c) Lucky Excellent shall deliver the Lucky Excellent Directions Letter to the Company;
- (d) Star Honor shall deliver the Star Honor Directions Letter to the Company; and

- (e) each of Lucky Excellent and Star Honor shall deliver to the Company, corporate authorisations approving their entry into this Agreement and the relevant Directions Letter,

upon which the Loan shall be deemed irrevocably repaid by the Company and the Subscriber shall not have any claim or other right of set-off or recourse with respect to the Loan against any of Star Honor, Lucky Excellent or the Company.

5. SUBORDINATION

The Loan and any Bond(s) issued in respect of the Loan shall be subordinated in rights of payment to the New Notes, the Mandatory Convertible Bonds and the Convertible Bonds on and pursuant to the terms of the Intercreditor Agreement.

6. EXPENSES

- 6.1 Each Party shall be responsible for its own fees and costs in connection with the negotiation, completion and enforcement of this Agreement.
- 6.2 Capital fees, stamp duty and all other fees and duties (if any) relating to the issue of the Bond and/or the Conversion Shares and fulfilment of the Conditions shall be borne by the Company.

7. WARRANTIES AND REPRESENTATIONS

- 7.1 Each Party hereby warrants and represents to and for the benefit of the other Parties that as at the date hereof:
 - (a) it is duly incorporated and validly existing under any applicable laws with power to conduct its business in the manner presently conducted;
 - (b) it has the power and authority to enter into and perform its obligations under this Agreement;
 - (c) this Agreement constitutes legal, valid, binding and enforceable obligations of it;
 - (d) the entry into and performance by it of this Agreement do not and will not conflict with any law or regulation applicable to it or its constitutional documents; and
 - (e) all authorisations required (if any) to enable it to lawfully enter into this Agreement and exercise its rights and comply with its obligations hereunder and to make this Agreement admissible in evidence in its jurisdiction of incorporation have been obtained or effected and are in full force and effect.
- 7.2 Each of the warranties shall be separate and independent and, save as expressly provided, shall not be limited by reference to any other Clause or anything in this Agreement.

8. NOTICES

- 8.1 All notices delivered hereunder shall be in writing and shall be communicated to the following addresses:

If to the Company, Star Honor or Lucky Excellent, to:

Address : [•]

Attention : [•]

Email : [•]

If to the Subscriber, to:

Address : [•]

Attention : [•]

Email : [•]

- 8.2 Any such notice shall be served either by hand or by email. Any notice shall be deemed to have been served, if served by hand, when delivered, and if sent by email, when sent to the correct address.

9. **GENERAL**

- 9.1 The exercise of or failure to exercise any right or remedy in respect of any breach of this Agreement shall not, save as provided herein, constitute a waiver by such Party of any other right or remedy it may have in respect of that breach.
- 9.2 Any right or remedy conferred by this Agreement on any Party for breach of this Agreement (including without limitation the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach.
- 9.3 Any provision of this Agreement which is capable of being performed after Completion but which has not been performed on or before Completion and all warranties contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.
- 9.4 This Agreement (together with the other documents referred to herein) constitutes the entire agreement between the Parties with respect to its subject matter (none of the Parties having relied on any representation or warranty made by any of the other Parties which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all the Parties.
- 9.5 This Agreement supersedes all and any previous agreements, arrangements or understandings between the Parties relating to the matters referred to in this Agreement and all such previous agreements, understanding or arrangements (if any) shall cease and determine with effect from the date hereof.

- 9.6 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 9.7 Each of the Parties agrees to do and execute or procure to be done and executed all such further acts, deeds, documents and things as may be reasonable and appropriate for such Party to do or execute or procure to be done in order to give full effect to the terms of this Agreement.
- 9.8 This Agreement is personal to the parties to it. Accordingly, none of the Parties may assign the benefit of all or any of the other's obligations under this Agreement, or any benefit arising under or out of this Agreement.

10. **TERMINATION**

This Agreement shall cease to have effect upon the termination of the Restructuring Support Agreement in accordance with clause 12 of the Restructuring Support Agreement.

11. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

12. **GOVERNING LAW AND JURISDICTION**

- 12.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong for the time being in force.
- 12.2 The courts of Hong Kong are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement ("**Proceedings**") may be brought in such courts. The Company has irrevocably submitted to the jurisdiction of such courts.
- 12.3 The Company has waived any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence, and has irrevocably consented to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Proceedings.

13. **THIRD PARTY RIGHTS**

A person who is not Party has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said ordinance.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

SIGNED by)

)

for and on behalf of)

SUNAC CHINA HOLDINGS LIMITED)

SIGNED by)

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for and on behalf of)

SUNAC INTERNATIONAL INVESTMENT)

HOLDINGS LTD)

SIGNED by)

)

for and on behalf of)

STAR HONOR (HK) INVESTMENT)

LIMITED 星勵(香港)投資有限公司)

SIGNED by)

)

for and on behalf of)

LUCKY EXCELLENT INVESTMENTS)

LIMITED 吉優投資有限公司)

SCHEDULE 1

This INSTRUMENT by way of deed poll is executed and delivered on [] by:

SUNAC CHINA HOLDINGS LIMITED, a company incorporated in the Cayman Islands with limited liability whose registered office is at One Nexus Way, Camana Bay, Grand Cayman, KY1-9005, Cayman Islands and whose principal place of business in Hong Kong is at Room 1517, Level 15, West Exchange Tower, 322 Des Voeux Road Central, Sheung Wan, Hong Kong (the “**Company**”)

in favour of

SUNAC INTERNATIONAL INVESTMENT HOLDINGS LTD, a company incorporated in the British Virgin Islands with limited liability and whose registered office is at 3rd Floor, J&C Building, P.O.Box 933, Road Town, Tortola, British Virgin Islands (the “**Holder**”).

WHEREAS

- (A) The Company has authorised the issuance of a convertible bond with an aggregate principal amount of US\$450,000,000 pursuant to the terms set forth in this Instrument.
- (B) The Company has executed this Instrument by way of deed poll in order to provide for and to protect the rights and interests of the Holder.

NOW THIS INSTRUMENT WITNESSES AND IT IS HEREBY DECLARED as follows:

1. Interpretation

1.1 In this Instrument, the following expressions have the following meanings:

“**Alternative Stock Exchange**” means at any time, in the case of the Shares, if they are not at that time listed and traded on the Hong Kong Stock Exchange, such other internationally recognised stock exchange which is the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in;

“**Board**” means the board of directors of the Company;

“**Bond**” means the convertible bond with an aggregate principal amount of US\$450,000,000 issued to the Holder by the Company as evidenced by this Instrument;

“**business day**” means a day (other than a Saturday, Sunday or public holiday) upon which commercial banks are generally open for business and settlement of Hong Kong Dollar or United States Dollar payments in Hong Kong;

“**CB**” has the meaning given to it in Condition 4(F) of the terms and conditions of the MCB;

“**CCASS**” has the meaning given to it in Condition 5(B)(iii);

“**Conditions**” means the terms and conditions contained in this Instrument and “**Condition**” refers to the relative numbered paragraph of the Conditions;

“**Converting Portion**” has the meaning given to it in Condition 5(A)(i)(a);

“Corresponding Conversion” has the meaning given to it in Condition 5(A)(i)(a);

“Hong Kong Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Intercreditor Agreement” means the intercreditor agreement to be entered into between, among others, the trustees of the New Notes, the MCB and the CB, the Company and the Controlling Shareholder on or prior to the Restructuring Effective Date;

“Loan” means the US\$450,000,000 loan made by the Subscriber to the Group, including any corresponding on-lending arrangements;

“Maturity Conversion” has the meaning given to it in Condition 5(A)(i)(b);

“Maturity Date” has the meaning given to it in Condition 6(A);

“MCB” means the zero-coupon mandatory convertible bonds issued by the Company due 2028;

“MCB Conversion” means any conversion into Shares by holders of the MCB pursuant to the terms of the MCB;

“MCB Conversion Date” has the meaning given to the term “Conversion Date” in Condition 6(B)(ii) of the terms and conditions of the MCB;

“Notes” has the meaning given to it in Condition 4(F) of the terms and conditions of the MCB;

“Optional Redemption Date” has the meaning given to it in Condition 6(B);

“Optional Redemption Notice” has the meaning given to it in Condition 6(B);

“Post Maturity Date(s)” has the meaning given to it in Condition 5(A)(i)(b);

“Proceedings” has the meaning given to it in Condition 9(B);

“Registration Date” has the meaning given to it in Condition 5(B)(iv);

“Relevant Portion” has the meaning given to it in Condition 5(A)(i)(a);

“Remaining Portion” has the meaning given to it in Condition 5(A)(i)(b);

“Shares” means ordinary shares of par value HK\$0.10 each in the share capital of the Company or shares of any class or classes resulting from any subdivision, consolidation or re-classification of such ordinary shares, which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Company;

“Strategic Investor” means any person not being a connected person of the Company at the Company level before entering into any agreement in respect of equity investment in the Company in respect of whom (i) the Board (at a meeting that all the Board members have the opportunity to attend) has made a determination (and

recorded such determination in corporate authorisations that shall be shared with the Offshore Creditors' Director (as defined in the terms of the Notes) (if any) at its reasonable request) in good faith that such person is likely to develop a material strategic relationship with the Company, including without limitation an acquisition of another entity or assets, in connection with and related to the Company's present or future business, and its affiliates; and (ii) (A) the Company or its shareholder(s) and such person have entered into a binding agreement in respect of the equity investment or (B) such person has made a general or partial takeover offer;

"Takeovers Code" means the code on takeovers and mergers issued by the Securities and Futures Commission;

"Taxes" has the meaning given to it in Condition 5(B)(ii).

2. Status and Ranking

The Bond constitutes direct, unconditional and unsecured obligations of the Company, and shall at all times rank *pari passu* and without any preference or priority among themselves. The rights and claims of the Holder in respect of the Bond are subordinated to the Company's Notes, MCB and CB, on and pursuant to the terms of the Intercreditor Agreement.

3. Transfers

The Bond is not transferrable.

4. Interest

The Bond is not interest bearing.

5. Conversion

A. Conversion

(i) Conversion:

- (a) Within 60 days after the relevant MCB Conversion Date, such proportion of the Bond then outstanding (the **"Relevant Portion"**) will be mandatorily converted into Shares as the same or approximately the same as the proportion that the principal amount of MCB so converted in the relevant MCB Conversion bears to the total outstanding principal amount of the MCB prior to such MCB Conversion, provided that if such conversion of the Relevant Portion would result in the relevant thresholds under the Takeovers Code being exceeded thereby triggering a general offer under the Takeovers Code on the part of the Holder, the Company shall reduce the amount of the Relevant Portion to be converted to such amount which would avoid triggering such general offer (the portion after such reduction, if any, the **"Converting Portion"**) (the **"Corresponding Conversion"**) and the remaining portion of the Relevant Portion shall be converted into Shares at such time to be agreed between the Company and the Holder as would not trigger such general offer (both acting reasonably).

- (b) All remaining outstanding principal amount of the Bond as of the Maturity Date (the “**Remaining Portion**”) shall be mandatorily converted into Shares at the Maturity Date, provided that if such conversion of the Remaining Portion would result in the relevant thresholds under the Takeovers Code being exceeded thereby triggering a general offer under the Takeovers Code on the part of the Holder, the Company shall reduce the amount of the Remaining Portion to be converted on the Maturity Date to such amount which would avoid triggering such general offer, and any remaining portion of the Bond after such reduction shall be converted into Shares at such time after the Maturity Date as agreed between the Company and the Holder (both acting reasonably) (the “**Post Maturity Date(s)**”) which would not trigger such general offer under the Takeovers Code on the part of the Holder (the “**Maturity Conversion**”).
- (ii) *Number of Shares to be issued upon conversion:* The number of Shares to be issued on conversion of the Converting Portion or the Remaining Portion (as the case may be) will be determined by dividing the principal amount of the Converting Portion or the Remaining Portion (as the case may be) (translated into Hong Kong dollars at the fixed rate of HK\$7.80 = US\$1.00) by the applicable conversion price as set out in Condition 5(A)(iv) below.
- (iii) *Fractions of Shares:* Fractions of Shares will not be issued on conversion and no cash adjustments will be made in respect thereof.
- (iv) *Conversion Price:*
 - (a) The conversion price applicable to the Converting Portion in respect of a Corresponding Conversion shall be equal to the conversion price applicable to the MCB so converted with respect to the relevant MCB Conversion.
 - (b) The conversion price applicable to the Remaining Portion in respect of the Maturity Conversion shall be equal to the conversion price applicable to the remaining MCB so mandatorily converted upon maturity of the MCB under the terms of the MCB.

B. Conversion Procedure

- (i) *Notices:* The Company shall notify the Holder upon the occurrence of a MCB Conversion which would trigger a Corresponding Conversion.
- (ii) *Stamp Duty etc.:* The Holder must pay to the relevant authorities any taxes and capital, stamp, issue and registration duties arising on conversion (other than any taxes or capital or stamp duties payable in the Cayman Islands, Hong Kong or any other relevant jurisdiction in connection with the creation or issue of the Bond and, if relevant, in the place of the Alternative Stock Exchange, by the Company in respect of the allotment and issue of Shares and listing of the Shares on the Hong Kong Stock Exchange or the Alternative Stock Exchange on conversion) (the “**Taxes**”) and the Holder must pay all, if any, Taxes arising by reference to any disposal or deemed disposal of the Bond in connection with such conversion but shall not be responsible for any other expenses arising on the issue of Shares on conversion of the Bond.

(iii) *Delivery of Shares:*

(a) *Corresponding Conversion:* As soon as practicable, and in any event not later than 60 days after the relevant MCB Conversion Date, the Company will, in the case of the Converting Portion in respect of which the relevant share certificate has been delivered and amounts payable by the Holder under this Condition 5 have been paid as required, register the Holder or persons designated by it as holder(s) of the relevant number of Shares in the Company's share register and will, if the Holder so requests and to the extent permitted under the rules and procedures of the Central Clearing and Settlement System of Hong Kong (the "CCASS") effective from time to time, take all necessary actions to procure that Shares are delivered through the CCASS for so long as the Shares are listed on the Hong Kong Stock Exchange; or will make such share certificate or certificates registered in the name of such person or persons available for collection at the office of the Company's share registrar in Hong Kong (currently Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong) as may from time to time be notified to Holder in accordance with Condition 7 (*Notices*) or, if so requested by the Holder, will cause its share registrar to mail (at the risk, and, if sent at the request of such person otherwise than by ordinary mail, at the expense, of the person to whom such share certificate or certificates are sent) such share certificate or certificates to the person and at the place specified by the Holder, together (in either case) and such assignments and other documents (if any) as may be required by law to effect the transfer thereof. In all cases a single certificate will be issued in respect of all Shares issued on each conversion and which are to be registered in the same name.

(b) *Maturity Conversion:* As soon as practicable, and in any event not later than 60 days after the Maturity Date or the Post Maturity Date(s) (as the case may be), the Company will, in the case of the Remaining Portion in respect of which the relevant share certificate has been delivered and amounts payable by the Holder under this Condition 5 have been paid as required, register the Holder or persons designated by it as holder(s) of the relevant number of Shares in the Company's share register and will, if the Holder so requests and to the extent permitted under the rules and procedures of the CCASS effective from time to time, take all necessary actions to procure that Shares are delivered through the CCASS for so long as the Shares are listed on the Hong Kong Stock Exchange; or will make such share certificate or certificates registered in the name of such person or persons available for collection at the office of the Company's share registrar in Hong Kong (currently Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong) as may from time to time be notified to Holder in accordance with Condition 7 (*Notices*) or, if so requested by the Holder, will cause its share registrar to mail (at the risk, and, if sent at the request of such person otherwise than by ordinary mail, at the expense, of the person to whom such share certificate or certificates are sent) such share certificate or certificates to the person and at the place specified by the Holder, together (in either case) with any cash required to be delivered upon conversion and such assignments and other documents (if any) as may be required by law to effect the transfer thereof. In all cases a single certificate will be issued in respect of all Shares issued on each conversion and which are to be registered in the same name.

The delivery of the Shares pursuant to this Condition 5(B)(iii) shall discharge in full the corresponding obligation of the Company to the Holder under these Conditions to redeem the relevant portion of the Bond by way of delivery of the relevant Shares upon conversion.

- (iv) *Registration Date*: The Holder or person(s) designated by the Holder will become the holder of record of the number of Shares issuable upon conversion with effect from the date they are registered as such in the Company's register of members (the "**Registration Date**"). The Shares issued upon conversion of the Converting Portion or the Remaining Portion (as the case may be) will be fully paid and will in all respects rank *pari passu* with all other Shares in issue on the relevant Registration Date. Save as set out in these Conditions, a holder of Shares issued on conversion of the Converting Portion or the Remaining Portion (as the case may be) shall not be entitled to any rights the record date for which precedes the relevant Registration Date.

6. **Redemption**

A. **Maturity**

Unless previously redeemed, converted or purchased and cancelled as provided herein, any Remaining Portion shall be converted into Shares at the conversion price under Condition 5(A)(iv)(b) on [*] 2028 (the "**Maturity Date**") by way of the Maturity Conversion pursuant to and subject to Condition 5.

B. **Redemption at the Option of the Company**

Subject to the provisions of Condition 6(C), on giving not less than 15 business days' notice (an "**Optional Redemption Notice**") to the Holder in accordance with Condition 7 (*Notices*) (which notice shall be irrevocable), the Company may redeem all or any part of the Bond on the date (the "**Optional Redemption Date**") specified in the Optional Redemption Notice at their principal amount as at such date, at any time.

C. **Restriction**

The Company shall not redeem or repurchase any portion of the Bond to the extent any of the MCB remains outstanding, except where the Bond can be tendered for acceptance in a general or partial takeover offer to purchase made to both the Holder and the holders of the MCB (a) by a Strategic Investor and (b) on such terms that are no more favourable than the offer made to holders of MCB.

7. **Notices**

All notices to the Holder shall be validly given if mailed or emailed to them at its address below:

Address: []

Email: []

Any such notice shall be deemed to have been given on the later of the date of such

publication and the seventh day after being so mailed, as the case may be.

8. Contracts (Rights of Third Parties) Ordinance

No person shall have any right to enforce any term or condition of this Instrument under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) but this shall not affect any right or remedy which exists or is available apart from such ordinance.

9. Governing Law and Submission to Jurisdiction

A. Governing Law

This Instrument and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with Hong Kong law .

B. Jurisdiction

The courts of Hong Kong are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Instrument and accordingly any legal action or proceedings arising out of or in connection with this Instrument (“**Proceedings**”) may be brought in such courts. The Company has irrevocably submitted to the jurisdiction of such courts.

C. Waiver of Immunity

The Company has waived any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence, and has irrevocably consented to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Proceedings.

10. Miscellaneous

The Company agrees and acknowledges that any right to amend this Instrument shall be subject to, and every provision of this Instrument shall be construed in accordance with, the Intercreditor Agreement.

IN WITNESS WHEREOF this Instrument has been executed as a deed by the parties hereto and is intended to be and is hereby delivered on the date first before written.

The Company

EXECUTED as a DEED)

for and on behalf of)

SUNAC CHINA HOLDINGS LIMITED)

in the presence of:)

SCHEDULE 2

LETTER OF DIRECTION FROM LUCKY EXCELLENT TO THE COMPANY

Date:

To: Sunac China Holdings Limited
(Incorporated in the Cayman Islands) (the “**Company**”)

Dear Sir / Madam,

Re: Issue of convertible bond with an aggregate principal amount of US\$450,000,000 to STAR HONOR (HK) INVESTMENT LIMITED 星勵(香港)投資有限公司

We refer to (a) the loan in the principal amount of US\$450,000,000 (the “**Loan**”) made by SUNAC INTERNATIONAL INVESTMENT HOLDINGS LTD (“**Sunac International**”), a company incorporated in the British Virgin Islands, to STAR HONOR (HK) INVESTMENT LIMITED 星勵(香港)投資有限公司 (“**Star Honor**”), a company incorporated in the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”); Star Honor on lent the Loan to us and we further on lent the Loan to the Company and (b) the agreement dated the date of this letter, between the Company, Sunac International, Star Honor and us (the “**Agreement**”). As at the date of this letter, the Loan remains owing by the Company to us, the Loan remains owing by us to Star Honor and the Loan remains owing by Star Honor to Sunac International.

In settlement of the Loan owing to us by the Company, subject to the terms and conditions set forth in the Agreement, we hereby instruct and direct the Company to issue the Bond (as defined in the Agreement) to Star Honor instead of to us and we hereby acknowledge that upon issue of the Bond, the Loan owing to us by the Company shall be deemed fully repaid and satisfied.

This letter is governed by and shall be construed in accordance with the laws of Hong Kong.

Yours faithfully,
For and on behalf of
LUCKY EXCELLENT INVESTMENTS LIMITED
吉優投資有限公司

Name:
Director

SCHEDULE 3

LETTER OF DIRECTION FROM STAR HONOR TO THE COMPANY

Date:

To: Sunac China Holdings Limited
(Incorporated in the Cayman Islands) (the “**Company**”)

Dear Sir /Madam,

Re: Issue of convertible bond with an aggregate principal amount of US\$450,000,000 to SUNAC INTERNATIONAL INVESTMENT HOLDINGS LTD

We refer to (a) the loan in the principal amount of US\$450,000,000 (the “**Loan**”) made by SUNAC INTERNATIONAL INVESTMENT HOLDINGS LTD (“**Sunac International**”), a company incorporated in the British Virgin Islands, to us, which on lent the Loan to LUCKY EXCELLENT INVESTMENTS LIMITED 吉優投資有限公司 (“**Lucky Excellent**”), a company incorporated in the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”), which further on lent the Loan to the Company, (b) the agreement dated the date of this letter, between the Company, Sunac International, us and Lucky Excellent (the “**Agreement**”) and (c) the letter of direction dated the date of this letter from Lucky Excellent to the Company to issue the Bond (as defined in the Agreement) to us instead of to Lucky Excellent. As at the date of this letter, the Loan remains owing by the Company to Lucky Excellent, the Loan remains owing by Lucky Excellent to us, and the Loan remains owing by us to Sunac International.

In settlement of the Loan owing to us by Lucky Excellent, subject to the terms and conditions set forth in the Agreement, we hereby instruct and direct the Company to issue the Bond (as defined in the Agreement) to Sunac International instead of to us and we hereby acknowledge that upon issue of the Bond, the Loan owing to us by Lucky Excellent shall be deemed fully repaid and satisfied.

This letter is governed by and shall be construed in accordance with the laws of Hong Kong.

Yours faithfully,
For and on behalf of
STAR HONOR (HK) INVESTMENT LIMITED 星勵(香港)投資有限公司

Name:
Director