

IMPORTANT NOTICE

NOT FOR DISTRIBUTION IN OR TO ANY PERSON LOCATED OR RESIDENT IN THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS, OR ANY OTHER JURISDICTION IN WHICH SUCH DISTRIBUTION WOULD BE UNLAWFUL.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached consent solicitation memorandum (the “**Consent Solicitation Memorandum**”), whether received by e-mail or otherwise received as a result of electronic communication and you are therefore advised to read this disclaimer page carefully before reading, accessing or making any other use of the attached document. In accessing the attached Consent Solicitation Memorandum, you shall be deemed (in addition to giving the representations below), but without prejudice to the Bondholders’ rights under the Trust Deed, to agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from Munsun Capital Group Limited (formerly known as China Precious Metal Resources Holdings Co., Ltd.) (the “**Issuer**”), Daiwa Capital Markets Hong Kong Limited (the “**Consent Solicitation Agent**”) or The Bank of New York Mellon, London Branch (the “**Tabulation Agent**”) as a result of such acceptance and access. Capitalised terms used but not otherwise defined in this disclaimer shall have the meaning given to them in the Consent Solicitation Memorandum.

Confirmation of Your Representation: By receiving the attached Consent Solicitation Memorandum you are deemed to have confirmed to the Issuer, the Consent Solicitation Agent and/or the Tabulation Agent, being the sender of the attached that (a) you are a holder or a beneficial owner of certain of the HK\$1,028,000,000 7.25 per cent. Convertible Bonds due 2018 issued by the Issuer (the “**Bonds**”), (b) you are not a person to or from whom it is unlawful to send the attached Consent Solicitation Memorandum or to solicit consents under the Consent Solicitation described herein (see “*Distribution Restrictions*”) under applicable laws, (c) you are not a resident of, or a person located in, the United States, and the electronic address that you provided and to which this email has been delivered is not located in the United States (if you are located in the United States, you should contact the Issuer and the Consent Solicitation Agent), and (d) that you consent to delivery of the Consent Solicitation Memorandum by electronic transmission.

This Consent Solicitation Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of the Issuer, the Consent Solicitation Agent, the Tabulation Agent, any person who controls, or is a director, officer, representative, agent or adviser of the Issuer, the Consent Solicitation Agent or the Tabulation Agent or any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Consent Solicitation Memorandum distributed to you in electronic format and the hard copy version available to you on request from The Bank of New York Mellon, London Branch (as Principal Agent in respect of the Bonds) and/or the Tabulation Agent.

You are reminded that the attached Consent Solicitation Memorandum has been delivered to you on the basis that you are a person into whose possession this Consent Solicitation Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver this Consent Solicitation Memorandum to any other person.

NOT FOR DISTRIBUTION IN OR TO ANY PERSONS LOCATED OR RESIDENT IN THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS, OR ANY OTHER JURISDICTION IN WHICH SUCH DISTRIBUTION WOULD BE UNLAWFUL.

CONSENT SOLICITATION MEMORANDUM DATED 21 December 2017

THIS CONSENT SOLICITATION MEMORANDUM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in doubt about any aspect of this proposal and/or the action you should take, you should consult immediately your stockbroker, bank manager, solicitor, accountant or other professional adviser authorised under the Financial Services and Markets Act 2000 (if you are in the United Kingdom) or another appropriately authorised independent professional adviser. None of the Issuer, the Consent Solicitation Agent nor the Tabulation Agent makes any recommendation as to whether or not or how holders of Bonds should vote in respect of this proposal.

*This Consent Solicitation Memorandum is addressed only to holders of the Bonds (the “**Holders**”) who are persons to whom it may otherwise be lawful to distribute it (“**relevant persons**”). It is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Consent Solicitation Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons. This Consent Solicitation Memorandum and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons. Neither the Bonds (as defined below) nor the Shares (as defined below) have been registered under the United States Securities Act of 1933 (the “**Securities Act**”) or the securities laws of any State of the United States or any other jurisdiction and may not be offered or sold except pursuant to an exemption from registration under the Securities Act. No offer or sale of securities has been or will be registered under the Securities Act or under the applicable securities laws of any other jurisdiction. There will be no public offer of the Bonds or the Shares in the United States or any other jurisdiction.*

If you have recently sold or otherwise transferred your entire holding(s) of the Bonds referred to below, you should immediately forward this Consent Solicitation Memorandum to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

Unless otherwise defined herein, or the context otherwise requires, capitalised expressions used in this Consent Solicitation Memorandum shall have the meanings set out under “Definitions”.

MUNSUN 麥盛

MUNSUN CAPITAL GROUP LIMITED 麥盛資本集團有限公司

(Incorporated in the Cayman Islands and duly continued in Bermuda with limited liability)

HK\$1,028,000,000 7.25 per cent. Convertible Bonds due 2018

(ISIN: XS0880097620)

issued on 4 February 2013

(the “**Bonds**”)

of which HK\$376,255,804.17 in aggregate principal amount remains outstanding

Munsun Capital Group Limited (formerly known as China Precious Metal Resources Holdings Co., Ltd.) (the “**Issuer**”) is seeking approval by a Written Resolution of the Holders of the Bonds for the amendments to the Terms and Conditions (as defined below) and the Trust Deed constituting the Bonds, as more fully described in this Consent Solicitation Memorandum (see “*The Proposal*”).

The amendments to the Terms and Conditions include: (i) extending the maturity of the Bonds to 4 August 2019, (ii) addition of an Issuer’s call option exercisable at any time on or after 4 October 2018 to and including 4 November 2018 (but subject to each Holder’s right to retain a portion of its holding of Bonds) and removal of the Issuer’s soft call, (iii) amending the interest rate to 8.5 per cent. per annum (such percentage subject to further increase to 11.0 per cent. per annum in certain circumstances), (iv) amending the Conversion Period so that the Conversion Right (each as defined in the Terms and Conditions) in respect of a Bond may be exercised at the option of the Holder at any time on or after 5 November 2018, (v) amending the initial Conversion Price (as defined in the Terms and Conditions) to HK\$0.0618, and (vi) removal of the Conversion Price Reset provision, as more fully described in the Notice of Written Resolution (see “*Annex I*”).

The terms of, and the procedures relating to, the Proposal are set out in this Consent Solicitation Memorandum. The Issuer may elect 48 hours prior to the Electronic Instruction Expiration Time to amend or vary the terms of, and the procedures relating to, the Proposal (save for the Written Resolution). The Notice of Written Resolution to approve the Proposal and its implementation was delivered on 21 December 2017 to the Clearing Systems for communication to accountholders in accordance with the Terms and Conditions. A copy of the Notice of Written

Resolution is set out in this Consent Solicitation Memorandum (see “*Annex I*”).

The effectiveness of the Proposal is subject to the Settlement Conditions (as defined below). The Proposal will only be effective if the Settlement Conditions are satisfied on or before the Settlement Date. If the Settlement Conditions are not satisfied, the Proposal will not come into effect and will not be binding on any of the Holders.

In relation to the delivery or revocation of Electronic Instructions through the Clearing Systems, Holders holding Bonds in Euroclear or Clearstream should note the particular practice of the relevant Clearing System, including any earlier deadlines set by such Clearing System.

Only direct accountholders in Euroclear or Clearstream may deliver Electronic Instructions. Holders who are not direct accountholders in Euroclear or Clearstream should arrange for the accountholder through which they hold their Bonds to deliver an Electronic Instruction on their behalf to the relevant Clearing System as more particularly described below under “*Procedures for Participating in the Consent Solicitation – Electronic Instructions*”.

Holders are urged to deliver valid Electronic Instructions through the Clearing Systems in accordance with the procedures of, and within the time limit specified by, the Clearing Systems for receipt by the Tabulation Agent no later than the Electronic Instruction Expiration Time. Bondholders should be aware that the Clearing Systems typically set deadlines for receipt of instructions from their participants that are in advance of the Electronic Instruction Expiration Time. Each Bondholder must adhere to such deadlines to ensure that its Electronic Instruction is received on or prior to the Electronic Instruction Expiration Time.

Holders should note that Electronic Instructions given in respect of the Written Resolution shall remain valid unless validly revoked.

Holders will not be able to revoke or amend any instructions in respect of the Proposal any time after the Electronic Instruction Expiration Time. Holders will not be able to submit or deliver Electronic Instructions after the Electronic Instruction Expiration Time. Any questions and requests for assistance in connection with this Consent Solicitation may be directed to Daiwa Capital Markets Hong Kong Limited as the consent solicitation agent (the “**Consent Solicitation Agent**”) at its address, telephone number and email set forth on the back cover of this Consent Solicitation Memorandum. Any questions and requests for assistance with regard to the procedures for participating in this Consent Solicitation Memorandum, the delivery of Electronic Instructions or for additional copies of this Consent Solicitation Memorandum may be directed to The Bank of New York Mellon, London Branch, as the tabulation agent (the “**Tabulation Agent**”), at its address, telephone number and email set forth on the back cover of this Consent Solicitation Memorandum.

Consent Solicitation Agent

Daiwa Capital Markets Hong Kong Limited

The Issuer accepts responsibility for the accuracy of the information contained in this Consent Solicitation Memorandum. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Consent Solicitation Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Holder is solely responsible for making its own independent appraisal of all matters (including those relating to the Consent Solicitation, the Bonds and the Issuer) as such Holder deems appropriate in evaluating, and each Holder must make its own decision as to whether to consent to the Proposal. The Consent Solicitation Agent and the Tabulation Agent are the agents of the Issuer and owe no duty to any Holder.

In accordance with usual practice, The Bank of New York Mellon, London Branch, as trustee for the Bondholders (the “**Trustee**”), expresses no view on the merits of the Proposal but it has authorised it to be stated that it has no objection to the Proposal being put to Bondholders.

The delivery of this Consent Solicitation Memorandum shall not under any circumstances create any implication that the information contained in this Consent Solicitation Memorandum is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth in this Consent Solicitation Memorandum or in the affairs of the Issuer.

This Consent Solicitation Memorandum does not constitute or form part of, and should not be construed as, an offer for sale or subscription of, or a solicitation of any offer to buy or subscribe for, any securities of the Issuer or any other entity. The distribution of this Consent Solicitation Memorandum may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession this document comes are required by the Issuer, the Trustee, the Principal Agent, the Registrar, the Consent Solicitation Agent and the Tabulation Agent to inform themselves about, and to observe, any such restrictions. This Consent Solicitation Memorandum does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of the Issuer, the Trustee, the Principal Agent, the Registrar, the Consent Solicitation Agent and the Tabulation Agent will incur any liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

No person has been authorised to make any recommendation on behalf of the Issuer, the Trustee, the Principal Agent, the Registrar, the Consent Solicitation Agent or the Tabulation Agent as to whether the Holders should consent to the Proposal. No person has been authorised to give any information, or to make any representation in connection therewith, other than those contained herein. If made or given, such recommendation or any such information or representation must not be relied upon as having been authorised by the Issuer, the Trustee, the Principal Agent, the Registrar, the Consent Solicitation Agent or the Tabulation Agent.

This Consent Solicitation Memorandum is issued and directed only to the Holders and no other person shall, or is entitled to, rely or act on, or be able to rely or act on, its contents.

None of the Trustee, the Principal Agent, the Registrar, the Consent Solicitation Agent and the Tabulation Agent has investigated, analysed or verified the contents, objectives or any other aspect of the Proposal and each of them assumes no responsibility for the accuracy of the information and statements contained in this Consent Solicitation Memorandum. Each person receiving this Consent Solicitation Memorandum acknowledges that such person has not relied on the Issuer, the Trustee, the Principal Agent, the Registrar, the Consent Solicitation Agent or the Tabulation Agent in connection with its decision on how to vote in relation to the Written Resolution. Each such person must make its own analysis and investigation regarding the Proposal and make its own voting decision, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such voting decision. If such person is in any doubt about any aspect of the Proposal and/or the action it should take, it should seek its own financial and legal advice, including as to any tax consequences, from its stockbroker, bank manager, solicitor, accountant or other

independent financial or legal adviser. Any individual or company whose Bonds are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to participate in the Proposal. None of the Issuer, the Consent Solicitation Agent, the Trustee, the Principal Agent, the Registrar or the Tabulation Agent is providing Bondholders with any legal, business, tax or other advice in this Consent Solicitation Memorandum. Bondholders should consult with their own advisers as needed to assist them in making an investment decision.

The Consent Solicitation Agent, the Tabulation Agent, the Trustee, the Principal Agent, each of the other Agents (as defined in the Trust Deed) and their respective directors, officers, representatives, agents or advisers shall not be responsible or liable to any Holders, the Issuer, the Consent Solicitation Agent, the Tabulation Agent or any other person for any losses, costs, claims, liabilities, expenses, charges, actions or demands which any Holder, the Issuer, the Consent Solicitation Agent, the Tabulation Agent or any such other person may incur or which may be made against any of them as a result of any breach of any of the terms of, or any of the agreements, representations, warranties and/or undertakings given in connection with the Proposal made (including any acceptance thereof) by any such Holder.

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EXPECTED TIMETABLE OF EVENTS

The times and dates below are indicative only. The Electronic Instruction Expiration Time is subject to change under the terms of the Proposal. Accordingly, the actual timetable may differ significantly from the expected timetable set out below.

Event	Date and Time
<i>Announcement of Consent Solicitation:</i> Announcement of Proposal and Notice of Written Resolution sent to Holders through the Clearing Systems. Consent Solicitation Memorandum to be made available to Holders via the Clearing Systems and at the office of the Tabulation Agent (copies of which are obtainable by Holders, upon request, free of charge).	21 December 2017
<i>Electronic Instruction Expiration Time:</i> Latest time and date for delivery of valid Electronic Instructions through the Clearing Systems.	11:59 p.m. (CET) on 4 January 2018 / 6:59 a.m (Hong Kong time) on 5 January 2018
<i>Results of the Written Resolution:</i> Notice of Results of the Written Resolution to be given to Holders.	On or about 8 January 2018
<i>Special General Meeting of Shareholders</i>	Expected to be on or about 31 January 2018
<i>Settlement Date:</i> Payment of the Principal Paydown Amount plus an amount equal to 20 per cent. of the Accrued Interest shall be made through the Clearing Systems. The Second Supplemental Trust Deed shall be entered into between the Issuer and the Trustee.	No later than 2 February 2018

Holders are advised to check with the bank, securities broker, Clearing System or other intermediary through which they hold their Bonds whether such intermediary applies different deadlines for any of the events specified above, and then to adhere to such deadlines if such deadlines are prior to the deadlines set out above.

Bondholders should be aware that the Clearing Systems typically set deadlines for receipt of instructions from their participants that are in advance of the Electronic Instruction Expiration Time. Each Bondholder must adhere to such deadlines to ensure that its Electronic Instruction is received on or prior to the Electronic Instruction Expiration Time.

DEFINITIONS

Capitalised terms used but not defined in this Consent Solicitation Memorandum shall, unless the context otherwise requires, have the meanings set out in the Trust Deed and/or the Terms and Conditions. In addition, the following terms shall have the following meanings:

Accrued Interest	Interest accrued in accordance with the Terms and Conditions of the Bonds from, and including, the last Interest Payment Date (as defined therein) to, but excluding, 4 February 2018.
Approval Date	The date on which the Written Resolution as set out herein is duly passed.
Beneficial Owner	A person who is the owner of a particular principal amount of the Bonds, as shown in the records of the Clearing Systems or its Direct Participants.
Bondholder or Holder	The person in whose name a Bond is registered, including, where the context so permits or requires, Direct Participants and Beneficial Owners.
Bonds	HK\$1,028,000,000 in aggregate principal amount of 7.25 per cent. Convertible Bonds due 2018 (ISIN: XS0880097620) issued by the Issuer of which HK\$376,255,804.17 in aggregate principal amount remains outstanding.
Business Day	A day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Hong Kong and London.
CET	Central European Time.
Clearing Systems	Euroclear or Clearstream where the context permits, and each a “ Clearing System ”.
Clearstream	Clearstream Banking S.A.
Consent Solicitation	The solicitation of Consents from Holders to the Proposal, which is described in this Consent Solicitation Memorandum.
Consent Solicitation Agent	Daiwa Capital Markets Hong Kong Limited.
Consents	Consents from Holders to vote in favour of the Written Resolution.
Direct Participant	Each person who is shown in the records of Euroclear or Clearstream as a holder of an interest in the Bonds.
Electronic Instruction	The electronic instruction which must be submitted or delivered through the relevant Clearing System by each Direct Participant instructing the relevant Clearing System that the vote(s) attributable to the Bonds the subject of such Electronic Instruction should be cast in a particular way (either in favour or against) in relation to the Written Resolution.
Electronic Instruction Expiration Time	11:59 p.m. (CET) on 4 January 2018 / 6:59 a.m. (Hong Kong time) on 5 January 2018.

Euroclear	Euroclear Bank SA/NV
Global Certificates	The global certificate representing the Bonds.
Intermediary	A broker, dealer, bank, trust company or other nominee or custodian that holds Bonds on behalf of a Bondholder.
Issuer	Munsun Capital Group Limited (formerly known as China Precious Metal Resources Holdings Co., Ltd.)
Principal Agent	The Bank of New York Mellon, London Branch.
Principal Paydown Amount	A redemption amount equal to HK\$131,099.58 per HK\$1,000,000 nominal amount of the Bonds payable to all Bondholders, provided that the Written Resolution is passed.
Proposal	The proposal contained in the section of this Consent Solicitation Memorandum entitled “ <i>The Proposal</i> ”, pursuant to which Holders are requested by the Issuer to approve by way of Written Resolution the amendments to the Terms and Conditions and the Trust Deed, as more fully described in this Consent Solicitation Memorandum.
Registered Holder	The Bank of New York Depository (Nominees) Limited, as nominee for The Bank of New York Mellon, London Branch as common depository for Euroclear and Clearstream.
Registrar	The Bank of New York Mellon SA/NV, Luxembourg Branch (formerly known as The Bank of New York Mellon (Luxembourg) S.A.).
Second Supplemental Trust Deed	The deed supplemental to the Trust Deed to be entered into by, the Issuer and the Trustee in the event that the Written Resolution is passed to give effect to the Proposal, the form of which being on display at the offices of the Issuer and the Tabulation Agent.
Settlement Conditions	On or before the Settlement Date: (i) payment of the Principal Paydown Amount plus an amount equal to 20 per cent. of the Accrued Interest (on a <i>pro rata</i> basis) to each Bondholder; (ii) the passing of the Shareholders’ Resolution; and (iii) no events having occurred in between the date hereof and the Settlement Date which would require an adjustment to the Conversion Price in accordance with the Terms and Conditions.
Settlement Date	No later than 2 February 2018.
Shareholders’ Resolution	The ordinary resolution of shareholders of the Issuer approving the Proposal.
Shares	The ordinary shares of par value HK\$0.005 ¹ each of the Issuer or share of any class or classes resulting from any subdivision, consolidation or re-classification of those shares, which as between themselves have no preference in respect of dividends

¹ The par value of the Shares is in the process of being reduced from HK\$0.125 to HK\$0.005, and is expected to become effective on or around 2 January 2018.

or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Issuer.

Tabulation Agent

The Bank of New York Mellon, London Branch.

Terms and Conditions

The terms and conditions of the Bonds set out in Schedule 1 of the Trust Deed.

Trust Deed

The trust deed dated 4 February 2013 between the Issuer and the Trustee, as amended and supplemented by a supplemental trust deed dated 4 February 2016 between the Issuer and the Trustee and as further amended and supplemented from time to time.

Trustee

The Bank of New York Mellon, London Branch.

Written Resolution

The Written Resolution to approve the Proposal. The Written Resolution will be passed if signed by or on behalf of the Holders of not less than 90 per cent. of the aggregate principal amount of Bonds outstanding.

THE PROPOSAL

The Proposal

The Issuer is seeking the consent of the Holders of the Bonds by way of a Written Resolution to the amendments to the Terms and Conditions and the Trust Deed, as more fully set out in this Consent Solicitation Memorandum. Copies of the Consent Solicitation Memorandum, the Notice of Written Resolution and the draft Second Supplemental Trust Deed are on display at the offices of the Issuer and the Tabulation Agent and at the specified office of the Principal Agent, each as set out below in this Consent Solicitation Memorandum.

The Issuer undertakes that no events will occur between the date hereof and the Settlement Date which would require an adjustment to the conversion price in accordance with the Terms and Conditions.

Pursuant to an announcement published by the Issuer on 12 October 2017 (Stock Code: 1194) on The Stock Exchange of Hong Kong Limited, it is expected that, following the proposed reduction of the issued share capital of the Issuer, the nominal value of each share will be reduced from HK\$0.125 to HK\$0.005 on 2 January 2018. As such, it is proposed that the Terms and Conditions be amended to reflect this change, provided that such change takes place before the Settlement Date.

Provided that the Written Resolution is passed (the Written Resolution must be signed by or on behalf of the Holders of not less than 90 per cent. in the aggregate principal amount of the Bonds outstanding who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Trust Deed), the Written Resolution will be binding on all Holders of the Bonds, whether or not they have voted in relation to the Written Resolution, including those Holders who do not consent to the Written Resolution.

Background to the Proposal

The Proposal is designed to assist the Company in managing cash flows and as such the Company is inviting the Bondholders to consider modifying the existing Terms and Conditions of the Bonds. While the Issuer is committed to performing its obligations under the Bonds, the Directors believe that if the Written Resolution is not passed and the Proposal cannot be implemented, it would be difficult for the Issuer to fulfil its obligations in full on 4 February 2018.

The Directors consider that the interests of the Issuer, the shareholders of the Issuer and the Bondholders may be materially and adversely affected if the Proposal is not approved and the Issuer is put in default under the Bonds, and it follows that it would be in the interests of the Issuer, the Shareholders and the Bondholders to implement the Proposal.

Having taken into account:

- (i) that the Proposal entitles Bondholders to receive a redemption amount equal to HK\$131,099.58 per HK\$1,000,000 nominal amount of the Bonds, in addition to the HK\$350,000 per HK\$1,000,000 nominal amount of the Bonds received on 16 March 2016, thereby further reducing outstanding principal amount of the Bonds;
- (ii) that the maturity date of the Bonds be extended to 4 August 2019;
- (iii) the addition of an Issuer's call option exercisable at any time on or after 4 October 2018 to and including 4 November 2018 (but subject to each Holder's right to retain a portion of its holding of Bonds) and removal of the Issuer's soft call;
- (iv) that the interest rate be amended to 8.5 per cent. per annum (such percentage subject to further increase to 11.0 per cent. per annum in certain circumstances);

- (v) that the Conversion Period be amended so that the Conversion Right (each as defined in the Terms and Conditions) in respect of a Bond may be exercised at the option of the Holder at any time on or after 5 November 2018;
- (vi) that the initial Conversion Price (as defined in the Terms and Conditions) be amended to HK\$0.0618; and
- (vii) the removal of the Conversion Price Reset provision.

The Directors are of the view that the Bondholders' economic interests will not be materially prejudiced by the Proposal and therefore the Directors recommend the Bondholders to vote in favor of the Proposal.

As a result, the Issuer has proposed the amendments to the Terms and Conditions set out in *Annex 1*.

Settlement Conditions

The effectiveness of the Proposal is subject to: (i) the payment of the Principal Paydown Amount plus an amount equal to 20 per cent. of the Accrued Interest (on a *pro rata* basis) to each Bondholder; (ii) the passing of the Shareholders' Resolution; and (iii) no events having occurred in between the date hereof and the Settlement Date which would require an adjustment to the Conversion Price in accordance with the Terms and Conditions.

For the avoidance of doubt, the payment of the Principal Paydown Amount or the adjustment to the Conversion Price pursuant to the Written Resolution shall not trigger any adjustments under Condition 6(C) (*Conversion – Adjustments to Conversion Price*) of the Terms and Conditions.

The Proposal will only be effective if the Settlement Conditions are satisfied on or before the Settlement Date. If the Settlement Conditions are not satisfied, the Proposal will not come into effect and will not be binding on any of the Holders.

Settlement

On the Settlement Date, all Holders shall have the principal amount of each Bond held (a) written down by HK\$131,099.58 per HK\$1,000,000 nominal amount of the Bonds representing a reduction in respect of the Principal Paydown Amount and (b) written up by HK\$19,009.44 per HK\$1,000,000 nominal amount of the Bonds representing an increase in respect of 80 per cent. of the Accrued Interest.

All Holders shall:

- (i) receive the Principal Paydown Amount plus an amount equal to 20 per cent. of the Accrued Interest; and
- (ii) retain the Bonds as amended pursuant to the Written Resolution, in an outstanding principal amount of HK\$543,407.78 per HK\$1,000,000 nominal value.

Interest on the Bonds outstanding following 4 February 2018 shall be calculated on the reduced outstanding principal amount per HK\$1,000,000 nominal amount of a Bond for the period from and including 4 February 2018 to but excluding the next interest payment date pursuant to the Terms and Conditions.

For the avoidance of doubt, the payment of the Principal Paydown Amount or the adjustment to the Conversion Price pursuant to the Written Resolution shall not trigger any adjustments under Condition 6(C) (*Conversion – Adjustment to Conversion Price*) of the Terms and Conditions.

FOR ASSISTANCE IN CONNECTION WITH THE CONSENT SOLICITATION, PLEASE CONTACT THE FOLLOWING PERSONS, AS CONSENT SOLICITATION AGENT AS FOLLOWS:

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DISTRIBUTION RESTRICTIONS

The distribution of this Consent Solicitation Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession this Consent Solicitation Memorandum comes are required by the Issuer and the Consent Solicitation Agent to inform themselves about and to observe any such restrictions.

United States

The Consent Solicitation is not being made, and will not be made, directly or indirectly in or into, or by use of the mail of, or by any means or instrumentality of interstate or foreign commerce of or of any facilities of a national securities exchange of, the United States. This includes, but is not limited to, facsimile transmission, electronic mail, telex, telephone and the internet. Copies of this Consent Solicitation Memorandum and any other documents or materials relating to the Consent Solicitation are not being, and must not be, directly or indirectly mailed or otherwise transmitted, distributed or forwarded (including, without limitation, by custodians, nominees or trustees) in or into the United States. Nothing herein constitutes an offer of, an offer to buy, or a solicitation of an offer to sell, securities in the United States. Neither the Bonds nor the Shares have been registered under the Securities Act or the securities laws of any State of the United States or any other jurisdiction and may not be offered or sold except pursuant to an exemption from registration under the Securities Act. No offer or sale of securities has been or will be registered under the Securities Act or under the applicable securities laws of any other jurisdiction. There will be no public offer of the Bonds or the Shares in the United States or any other jurisdiction. A Bondholder which is located in the United States (if any) should contact the Company or the Consent Solicitation Agent.

General

This Consent Solicitation Memorandum does not constitute an offer to buy, or a solicitation of an offer to sell, the Bonds. In any jurisdiction in which the Consent Solicitation is required to be made by a licensed broker or dealer and in which either the Consent Solicitation Agent or any of its affiliates are so licensed, the Consent Solicitation, as applicable, shall be deemed to be made by the Consent Solicitation Agent or such affiliate on behalf of the Consent Solicitation Agent.

Each Bondholder will be deemed to give certain representations generally as set out under “*Procedures for Participating in the Consent Solicitation*”. Each of the Issuer, the Consent Solicitation Agent and the Tabulation Agent reserves the right, in its absolute discretion, to investigate whether any such representation given by a Bondholder is correct.

FURTHER INFORMATION AND TERMS AND CONDITIONS

Announcements

Unless stated otherwise, announcements in connection with the Proposal will be made (i) by publication on the website of the Singapore Exchange Securities Trading Limited and (ii) by the delivery of notices to the Clearing Systems for communication to Direct Participants. Any notice or announcement given to a Bondholder via the Clearing Systems will be deemed to have been duly given if it is delivered to the Clearing Systems. The Issuer may, at its discretion, also give notice by any other means it considers appropriate (other than any notice required to be given in accordance with the Trust Deed and the Bonds). Copies of all such announcements, press releases and notices can also be obtained upon request from the Tabulation Agent, the contact details for which are on the last page of this Consent Solicitation Memorandum. Significant delays may be experienced where notices are delivered to the Clearing Systems and Bondholders are urged to contact the Tabulation Agent for the relevant announcements during the course of the Consent Solicitation. In addition, Bondholders may contact the Consent Solicitation Agent for information using the contact details on the last page of this Consent Solicitation Memorandum.

Governing Law and Jurisdiction

The terms of the Consent Solicitation, including without limitation each Electronic Instruction and any non-contractual obligations arising out of or in connection with the Consent Solicitation and/or any Electronic Instruction, shall be governed by and construed in accordance with English law. By submitting an Electronic Instruction a Holder irrevocably and unconditionally agrees for the benefit of the Issuer and the Tabulation Agent that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Consent Solicitation and/or any Electronic Instruction (or any non-contractual obligations arising out of or in connection therewith) and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.

The Second Supplemental Trust Deed will be governed by and construed in accordance with English law.

Requests for assistance

Holders who need assistance with respect to the procedures for participating in the Consent Solicitation should contact the Tabulation Agent, the contact details for whom appear on the back cover of this Consent Solicitation Memorandum. Any other questions relating to the Consent Solicitation should be addressed to the Consent Solicitation Agent, the contact details for whom appear on the back cover of this Consent Solicitation Memorandum.

Notices

Any notice given by or on behalf of the Issuer in relation to the Consent Solicitation shall be given in accordance with the provisions of Condition 14 of the Terms and Conditions, as modified by the terms of the Global Certificate.

PROCEDURES FOR PARTICIPATING IN THE CONSENT SOLICITATION

Bondholders that need assistance with respect to the procedures for participating in the Consent Solicitation should contact the Tabulation Agent, the contact details for which are on the last page of this Consent Solicitation Memorandum.

Electronic Instructions

To deliver a Consent, a Holder of Bonds should deliver, or arrange to have delivered on its behalf, via the relevant Clearing System and in accordance with the requirements of such Clearing System, a valid Electronic Instruction that is received in each case by the Tabulation Agent by no later than the Election Instruction Expiration Time.

Electronic Instructions must be submitted in respect of a minimum principal amount of Bonds of no less than HK\$1,000,000, and may only be submitted in integral multiples of HK\$1,000,000.

Bondholders are advised to check with any bank, securities broker or other Intermediary through which they hold Bonds when such Intermediary would require to receive instructions from a Bondholder in order for that Bondholder to be able to participate in, or (in the limited circumstances in which revocation is permitted) revoke their instruction to participate in, the Proposal before the deadlines specified in this Consent Solicitation Memorandum.

Bondholders should be aware that the Clearing Systems typically set deadlines for receipt of instructions from their participants that are in advance of the Electronic Instruction Expiration Time. Each Bondholder must adhere to such deadlines to ensure that its Electronic Instruction is received on or prior to the Electronic Instruction Expiration Time.

The submission to the Clearing Systems by a Holder of a duly completed Electronic Instruction in favour of the Written Resolution on or prior to the Electronic Instruction Expiration Time will be deemed to constitute delivery of a Consent by such Holder. Notwithstanding that the Consents will be delivered by each Holder by means of an Electronic Instruction, each Holder thereby agrees that such Electronic Instruction in favour of the Written Resolution constitutes its written consent to the Written Resolution and instruction to the Registered Holder to sign the Written Resolution on its behalf, representing the amount of Bonds which are the subject of the Electronic Instruction in accordance therewith.

Voting

All Bondholders are entitled to vote and deliver a Consent. A Bondholder may:

- (a) approve the Written Resolution by communicating Electronic Instructions through the Clearing Systems in favour of passing the Written Resolution; or
- (b) disapprove the Written Resolution by communicating Electronic Instructions through the Clearing Systems against passing the Written Resolution.

Electronic Instructions and Blocking

The delivery of a voting instruction by a Holder will be deemed to have occurred upon receipt by the Tabulation Agent via the relevant Clearing System of a valid Electronic Instruction submitted in accordance with the requirements of such Clearing System. The receipt of such Electronic Instruction by the relevant Clearing System will be acknowledged in accordance with the standard practices of such Clearing System and will result in the blocking of the Bonds in the relevant Direct Participant's account at the relevant Clearing System so that no transfers may be effected in relation to such Bonds.

The Bonds will be blocked in the relevant Clearing System to the order of the Tabulation Agent:

from:

submission of such Bondholder's Electronic Instructions,

until the earliest of:

the earlier of (a) the Settlement Date, or (b) the date of the valid revocation of such Bondholder's Electronic Instruction or (c) the date of termination or withdrawal of the Consent Solicitation.

Submission of Electronic Instructions

Only Direct Participants may submit Electronic Instructions. Each Bondholder that is not a Direct Participant must arrange for the Direct Participant through which it holds the Bonds to submit an Electronic Instruction on its behalf to the relevant Clearing System by the deadlines specified by such Clearing System.

Holders of Bonds that are held in the name of a broker, dealer, bank, trust company or other nominee or custodian should contact such entity sufficiently in advance of the Electronic Instruction Expiration Time if they wish to submit an Electronic Instruction and procure that the Bonds are blocked in accordance with the normal procedures of the relevant Clearing System and the deadlines imposed by such Clearing System.

An Electronic Instruction may only be revoked by a Bondholder, or the relevant Direct Participant on its behalf, in the limited circumstances described in "*Amendment, Termination and Revocation*" by submitting a valid electronic revocation instruction to the relevant Clearing System. To be valid, such instruction must specify the Bonds to which the original Electronic Instruction relate, the securities account to which such Bonds are credited and any other information required by the relevant Clearing System.

Bondholder Acknowledgement, Representations, Warranties and Undertakings

By submitting a valid Electronic Instruction to the relevant Clearing System in accordance with the standard procedures of such Clearing System, the Holder of the Bonds and any Direct Participant submitting such Electronic Instruction on such Holder's behalf shall be deemed to agree to, acknowledge, represent, warrant and undertake to the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Principal Agent, the Registrar and the Trustee the following at the time of such submission, on the Electronic Instruction Expiration Time and on the Settlement Date (if the Holder of such Bonds or the Direct Participant is unable to give these acknowledgements, agreements, representations, warranties and undertakings, such Holder or Direct Participant should contact the Consent Solicitation Agent or the Tabulation Agent immediately):

- (a) that (i) the Issuer's ordinary shares are listed on The Stock Exchange of Hong Kong Limited and the Issuer is therefore required to publish certain business and financial information in accordance with the rules and practices of such exchange (the "**Exchange Information**"), which includes, among other things, a description of the Issuer's and its subsidiaries' (the "**Group**") principal activities, the balance sheets, income statements and cash flow statements and other information relating to the Issuer and the Group which is necessary to enable the holders of the shares of the Issuer and the public to appraise the position of the Issuer and the Group; and (ii) that it is able to obtain or access the Exchange Information without undue difficulty;
- (b) it has not relied on any statement, opinion or representation made by the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Principal Agent, the Registrar and the Trustee, or any of their respective representatives, or any statement made on behalf of the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Principal Agent, the Registrar and the Trustee or any of their respective representatives, to induce it to participate in the Proposal, and it will continue to make its own appraisal of the Proposal described in this Consent Solicitation Memorandum and other matters related thereto;
- (c) it has: (i) consulted its own legal, regulatory, tax, business, investment, financial and accounting advisers in connection with its participation in the Proposal to the extent it has deemed necessary; and (ii) made its own investment decision based upon its own judgment, due diligence, resources and investigation and advice from such advisers as it has deemed necessary and not upon any view expressed by or on behalf of

- the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Principal Agent, the Registrar and the Trustee or any of its respective representatives;
- (d) it has such knowledge and experience in financial, business and international investment matters such that it is capable of evaluating the merits and risks for the purposes of its participation in the Proposal;
 - (e) it has received this Consent Solicitation Memorandum, and has reviewed and accepts the distribution restrictions, terms, conditions and other considerations of the Proposal, all as described in this Consent Solicitation Memorandum, and has undertaken an appropriate analysis of the implications of the Proposal without reliance on any of the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Principal Agent, the Registrar and the Trustee;
 - (f) by blocking the Bonds in the relevant Clearing System, it will be deemed to consent, in the case of a Direct Participant, to have such Clearing System provide details concerning its identity to the Tabulation Agent and the Principal Agent (and for the Tabulation Agent to provide such details to the Issuer, the Trustee, the Registrar and the Consent Solicitation Agent, and their respective legal advisers);
 - (g) it agrees to ratify and confirm each and every act or thing that may be done or effected by the Issuer, any of their respective directors or any person nominated by the Issuer in the proper exercise of his or her powers and/or authority hereunder;
 - (h) it agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by the Issuer to be desirable and/or to perfect any of the authorities expressed to be given hereunder;
 - (i) it has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and paid any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer or acceptance in any jurisdiction and that it has not taken or omitted to take any action in breach of the terms of the Consent Solicitation or which will or may result in the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Trustee, the Principal Agent, the Registrar or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Proposal;
 - (j) all authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties and undertakings, and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity;
 - (k) none of the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Trustee, the Registrar or the Principal Agent has given it any information with respect to the Proposal save as expressly set out in this Consent Solicitation Memorandum nor has any of them made any recommendation to it as to whether it should participate in the Proposal and it has made its own decision with regard participating in the Proposal based on any legal, tax, accounting or financial advice it has deemed necessary to seek;
 - (l) no information has been provided to it by the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Principal Agent, the Registrar or the Trustee, or any of their respective directors, officers, employees, agents or advisers, with regard to the tax consequences for holders of Bonds arising from the consummation of the Proposal and the receipt of the relevant payment amount on the Settlement Date and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction in connection with the Proposal and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Trustee, the Registrar or the Principal Agent, or any of their respective directors, officers, employees, agents or advisers or any other person in respect of such taxes and payments;
 - (m) it is not a person to whom it is unlawful to seek approval of the Proposal under applicable securities laws, it has not distributed or forwarded this Consent Solicitation Memorandum or any other documents or materials relating to the Proposal to any such person(s) and it has (before submitting, or arranging for the

submission on its behalf of, as the case may be, the Electronic Instruction in respect of the Bonds) complied with all laws and regulations applicable to it for the purposes of its participation in the Proposal;

- (n) it holds and will hold, until the time of the signing of the Second Supplemental Trust Deed on the Settlement Date, the Bonds blocked in the relevant Clearing System and, in accordance with the requirements of, and by the deadline required by, such Clearing System, it has submitted, or has caused to be submitted, the Electronic Instruction to such Clearing System to irrevocably authorise (A) the blocking of the relevant Bonds with effect on and from the date of such submission so that, at any time pending the transfer of such Bonds on the Settlement Date to the Issuer or to its agent on its behalf, no transfers of such Bonds may be effected and (B) the transfer of such Bonds (or such lesser portion as shall be accepted for purchase) upon receipt of an instruction by the Tabulation Agent to have such Bonds transferred, and debit such Bonds (or such lesser portion as shall be accepted for purchase) for purchase from such Holder's account(s) with Euroclear or Clearstream, as appropriate, on the Settlement Date; and
- (o) the terms and conditions of the Consent Solicitation shall be deemed to be incorporated in, and form a part of, the Electronic Instruction which shall be read and construed accordingly and that the information given by or on behalf of such Holder in the Electronic Instruction is true and will be true in all respects on the Settlement Date.

Responsibility for Delivery of Electronic Instructions

- (a) None of the Issuer, the Trustee, the Principal Agent, the Registrar, the Consent Solicitation Agent and the Tabulation Agent will be responsible for the communication of Electronic Instructions by:
- Beneficial Owners to the Direct Participant through which they hold Bonds;
 - the Direct Participant to the relevant Clearing System; or
 - the Clearing Systems.
- (b) If a Beneficial Owner holds its Bonds through a Direct Participant, such Beneficial Owner should contact that Direct Participant to discuss the manner in which transmission of the Electronic Instruction may be made on its behalf.
- (c) Holders are solely responsible for arranging the timely delivery of their Electronic Instructions.
- (d) If a Beneficial Owner holds its Bonds through a Direct Participant, such Beneficial Owner should consult with that Direct Participant as to whether it will charge any service fees in connection with the participation in the Consent Solicitation.

Irrevocability

The submission of a valid Electronic Instruction in accordance with the procedures set out in this section "*Procedures for Participating in the Consent Solicitation*" will be irrevocable (except in the limited circumstances described in "*Amendment, Termination and Revocation*").

Irregularities and Interpretation

Subject to the Trust Deed, all questions as to the interpretation of the terms and conditions of the Proposal, and the validity, form and eligibility (including time of receipt) of any Electronic Instruction or as to the revocation of any Electronic Instruction will be determined by the Issuer, in its sole discretion, and such determination will be final and binding.

Subject to the Trust Deed, the Issuer reserves the absolute right to reject any and all Electronic Instructions or (in the limited circumstances in which revocation is permitted) revocation instructions not in proper form or in respect of which the acceptance by the Issuer may be unlawful. The Issuer also reserves the absolute right to waive any

defects, irregularities or delay in the submission of any and all Electronic Instructions or revocation instructions with regard to any Bonds which it has issued.

Any defect, irregularity or delay must be cured within such time as the Issuer determines, unless waived by it. Electronic Instructions will be deemed not to have been validly made until such defects, irregularities or delays have been cured or waived. None of the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Trustee, the Registrar or the Principal Agent shall be under any duty to give notice to any Bondholder or Beneficial Owner of any defects, irregularities or delays in the receipt or non-receipt of any Electronic Instruction or revocation instructions nor shall any of them incur any liability for failure to give such notice.

None of the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Trustee, the Registrar or the Principal Agent or any of their respective affiliates, directors, employees, agents or advisers accepts any responsibility for failure of delivery of any Electronic Instruction or other notice or communication. Subject to the Trust Deed, the Issuer's determination in respect of any Electronic Instruction or other notice or communication shall be final and binding.

AMENDMENT, TERMINATION AND REVOCATION

Amendment and Termination

Notwithstanding any other provision of the Proposal, the Issuer may, subject to applicable laws, at its option and in its sole discretion, at any time before 48 hours before the Electronic Instruction Expiration Time:

- (a) subject to the terms and conditions herein extend the Electronic Instruction Expiration Time or re-open the Proposal, as applicable (in which case all references in this Consent Solicitation Memorandum to the Electronic Instruction Expiration Time shall, unless the context otherwise requires, be to the latest time and date, as the case may be, to which the Electronic Instruction Expiration Time has been so extended or the Proposal re-opened);
- (b) otherwise extend, re-open or amend the Proposal (other than the form of the Written Resolution) in any respect (including, but not limited to, any extension, re-opening or amendment, as applicable, in relation to changing the economics of the Proposal or adding new terms, in each case to the benefit of the Holders, the Electronic Instruction Expiration Time (subject to the Trust Deed) or the Settlement Date); or
- (c) withdraw and terminate the Proposal.

The Issuer also reserves the right at any time to waive any or all of the conditions of the Proposal (save the Settlement Conditions) as set out in this Consent Solicitation Memorandum.

The Issuer will ensure an announcement is made of any such extension, re-opening, amendment or termination as soon as is reasonably practicable after the relevant decision is made. To the extent a decision is made to waive any condition of the Proposal generally, such decision will also be announced as soon as is reasonably practicable after it is made (see “*Further Information and Terms and Conditions – Announcements*”).

Revocation Rights

If the Issuer amends the Proposal in any way (including by way of the making of any announcement, or the issue of any supplement or other form of update to this Consent Solicitation Memorandum, in which any material development is disclosed) that, in the opinion of the Issuer (in consultation with the Consent Solicitation Agent), is materially prejudicial to Bondholders that have already submitted Electronic Instructions before the announcement of such amendment (which announcement shall include a statement that in such Issuer’s opinion such amendment is materially prejudicial to such Bondholders), then such Electronic Instructions may be revoked at any time from the date and time of such announcement until 5:00 p.m. (Hong Kong time) on the second Business Day following such announcement (subject to the earlier deadlines required by the Clearing Systems and any Intermediary through which Bondholders hold their Bonds).

For the avoidance of doubt, any extension or re-opening of the Proposal (including any amendment in relation to the Electronic Instruction Expiration Time (subject to the Trust Deed)) in accordance with the terms of the Proposal as described in this section “*Amendment, Termination and Revocation*” shall not be considered materially prejudicial to Bondholders that have already submitted Electronic Instructions before the announcement of such amendment provided the implementation of the Proposal following such extension or re-opening will be completed by the Issuer no later than 2 February 2018.

Bondholders wishing to exercise any right of revocation as set out above should do so in accordance with the procedures set out in “*Procedures for Participating in the Consent Solicitation*”. Beneficial owners of Bonds that are held through an Intermediary are advised to check with such entity when it would require receipt of instructions to revoke an Electronic Instruction in order to meet the above deadline. For the avoidance of doubt, any Bondholder who does not exercise any such right of revocation in the circumstances and in the manner specified above shall be deemed to have waived such right of revocation and its original Electronic Instruction will remain effective.

Bondholders are advised to check with any bank, securities broker or other Intermediary through which they hold Bonds whether such Intermediary would require to receive revocation instructions from a Bondholder in order for that Bondholder to be able to revoke their instruction to participate in the Proposal before the deadlines set out in this Consent Solicitation Memorandum. The deadlines set by any such Intermediary and each Clearing System for the submission of revocation instructions may be earlier than the relevant deadlines specified above.

ANNEX 1
FORM OF NOTICE OF WRITTEN RESOLUTION

THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. This notice contains important information which should be read carefully before any decision is made with respect to the proposal set out below. If you are in doubt as to the action you should take, you are recommended to seek your own financial advice, including in respect of any tax consequences, immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser. Any individual or company whose Bonds are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if it wishes to vote in respect of the proposal. Neither the Issuer nor the Trustee makes any recommendation as to whether or not holders of Bonds should accept the proposal.

The distribution of this notice may be restricted by law in certain jurisdictions and persons into whose possession this notice comes are requested to inform themselves about, and to observe, any such restrictions. Neither the Bonds (as defined below) nor the Shares (as defined below) have been registered under the United States Securities Act of 1933 (the “Securities Act”) or the securities laws of any State of the United States or any other jurisdiction and may not be offered or sold except pursuant to an exemption from registration under the Securities Act. No offer or sale of securities has been or will be registered under the Securities Act or under the applicable securities laws of any other jurisdiction. There will be no public offer of the Bonds or the Shares in the United States or any other jurisdiction.

If you have sold or otherwise transferred your entire holding(s) of Bonds, please forward this document immediately to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

21 December 2017

NOTICE OF
WRITTEN RESOLUTION

of the holders of the

MUNSUN 麥盛

MUNSUN CAPITAL GROUP LIMITED

麥盛資本集團有限公司

(Incorporated in the Cayman Islands and duly continued in Bermuda with limited liability)

(the “Issuer”)

HK\$1,028,000,000 7.25 per cent. Convertible Bonds due 2018

(ISIN: XS0880097620)

issued on 4 February 2013

(the “Bonds”)

of which HK\$376,255,804.17 in aggregate principal amount remains outstanding

NOTICE IS HEREBY GIVEN that, pursuant to paragraph 19 of Schedule 3 to the Trust Deed (as defined below) constituting the Bonds and made between the Issuer and the Trustee (as defined below) as trustee for the Holders (as defined below), the Holders are requested to consider the below resolution (the “**Written Resolution**”) being proposed as a written resolution (which is required to be signed by holders of not less than 90 per cent. of the aggregate principal amount of Bonds outstanding, who for the time being are entitled to receive notice of a meeting, in order to be passed) in accordance with the provisions of the Trust Deed. Holders of the Bonds are urged to deliver valid Electronic Instructions through the Clearing Systems in accordance with the procedures of, and within the time limit specified by, the Clearing Systems for receipt by the Tabulation Agent no later than the Electronic Instruction Expiration Time (11:59 p.m. (CET) on 4 January 2018 / 6:59 a.m. (Hong Kong time) on 5 January 2018). Bondholders should be aware that the Clearing Systems typically set deadlines for receipt of instructions from their participants that are in advance of the Electronic Instruction Expiration Time. Each Bondholder must adhere to such deadlines to ensure that its Electronic Instruction is received on or prior to the Electronic Instruction Expiration Time. Holders will not be able to revoke or amend any instructions in respect of the Written Resolution at any time after the Electronic Instruction Expiration Time.

The Proposal will only be effective if the Settlement Conditions are satisfied on or before the Settlement Date of 2 February 2018. If the Settlement Conditions are not satisfied, the Proposal will not come into effect and will not be binding on any of the Holders.

In accordance with normal practice, the Trustee expresses no view on the merits of the proposed Written Resolution. The Trustee has not been involved in negotiating or formulating the Written Resolution and makes no representation that all relevant information has been disclosed to the Bondholders in or pursuant to this Notice of Written Resolution or that the information contained in this Notice of Written Resolution is accurate or complete. Bondholders who are in doubt as to the impact of the proposed Written Resolution are urged to seek their own independent legal, tax, accounting and financial advice.

WRITTEN RESOLUTION

THE TERMS OF THE WRITTEN RESOLUTION ARE AS FOLLOWS:

“The holders (the “**Holders**”) of the HK\$1,028,000,000 in aggregate principal amount of 7.25 per cent. Convertible Bonds due 2018 (the “**Bonds**”) issued by Munsun Capital Group Limited (the “**Issuer**”) convertible into ordinary shares of par value HK\$0.005² each of the Issuer and constituted by a trust deed dated 4 February 2013, as amended and supplemented by a supplemental trust deed dated 4 February 2016 between the Issuer and the Trustee and as further amended and supplemented from time to time (the “**Trust Deed**”) made between the Issuer and The Bank of New York Mellon, London Branch (the “**Trustee**”) by Written Resolution (as defined in the Trust Deed) (this “**Written Resolution**”) hereby **RESOLVES** to:

- (a) agree to the early redemption, in part, of the Bonds in cash on the Settlement Date in the amount of HK\$131,099.58 per Bond of HK\$1,000,000 nominal amount (the “**Principal Paydown Amount**”) plus an amount equal to 20 per cent. of the interest accrued on the Bonds from and including the last Interest Payment Date (as defined in the Terms and Conditions of the Bonds (the “**Terms and Conditions**”)) to but excluding 4 February 2018, and that 80 per cent. of the interest accrued from and including the last Interest Payment Date to but excluding 4 February 2018 amounting to HK\$19,009.44 per Bond of HK\$1,000,000 nominal amount shall be added to such outstanding principal amount of the Bonds, such that on the Settlement Date the outstanding principal amount of each Bond shall be reduced to HK\$543,407.78 per HK\$1,000,000 nominal amount of the Bonds;

² The par value of the Shares is in the process of being reduced from HK\$0.125 to HK\$0.005, and is expected to become effective on or around 2 January 2018.

- (b) amend the Terms and Conditions substantially in the manner set out in Schedule A to this Notice of Written Resolution and agree that the early redemption in part of the Bonds and the amendments to the Terms and Conditions pursuant to this Written Resolution shall not trigger any adjustments under Condition 6(C) (*Conversion – Adjustments to Conversion Price*);
- (c) authorise, request and direct the Issuer to: (i) give effect to the revocation, early redemption and amendments referred to in paragraphs (a) to (b) of this Written Resolution by way of execution of a second supplemental trust deed (the “**Second Supplemental Trust Deed**”) (substantially in the form of the draft appended to this Written Resolution, with such amendments (if any) approved by the Trustee, in its sole discretion, or required by the Trustee) which shall be supplemental to the Trust Deed; and (ii) enter into and do all such other deeds, instruments, acts and things, and to take all steps as may be necessary, desirable or expedient to carry out and give effect to this Written Resolution and the implementation of the Proposal (as defined in the Consent Solicitation Memorandum);
- (d) authorise and direct the Trustee to concur with the Issuer in the revocation, early redemption and amendments referred to in paragraphs (a) and (b) of this Written Resolution and, in order to give effect to them, forthwith to enter into and execute the Second Supplemental Trust Deed (substantially in the form of the draft appended to this Written Resolution, with such amendments (if any) approved by the Trustee, in its sole discretion, or required by the Trustee);
- (e) sanction every abrogation, modification, compromise or arrangement in respect of the rights of the Bondholders against the Issuer (whether or not such rights arise under the Trust Deed) involved in or resulting from the revocation, early redemption and amendments referred to in paragraphs (a) to (d) of this Written Resolution;
- (f) authorise, request, empower and direct the Trustee to concur in and to execute and do, all such other deeds, instruments, acts and things, and to take all steps as may be necessary, desirable or expedient to carry out and give effect to this Written Resolution and the implementation of the Proposal;
- (g) acknowledge and agree that the Second Supplemental Trust Deed and the amendments to the Trust Deed will each become effective from the date of the execution of the Second Supplemental Trust Deed;
- (h) acknowledge and agree that the completion of the payment of the Principal Paydown Amount and relevant accrued interest and the passing of the ordinary resolution of shareholders approving the Proposal shall be conditions to the effectiveness of this Written Resolution;
- (i) acknowledge and agree that the completion of the payment of the Principal Paydown Amount and relevant accrued interest and the addition of an amount equal to HK\$19,009.44 per Bond of HK\$1,000,000 nominal amount to the outstanding principal amount of the Bonds shall constitute full and complete discharge of the Issuer’s obligation to pay interest on the Bonds up to but excluding the Interest Payment Date falling on 4 February 2018; and
- (j) discharge and exonerate the Trustee and The Bank of New York Depository (Nominees) Limited from all liability to Holders for its acts or omissions in furtherance of or in connection with this Written Resolution, the Proposal and their implementation.”

Background

Capitalised terms used but not defined in this Notice of Written Resolution shall, unless the context otherwise requires, have the meanings set out in the Consent Solicitation Memorandum (as defined below).

The Consent Solicitation Memorandum dated 21 December 2017 (the “**Consent Solicitation Memorandum**”) relating to the Written Resolution and the solicitation of consents to the Proposal (as defined below) (the “**Consent Solicitation**”), a copy of which is available for inspection as indicated below, explains the background to and reasons for, gives full details of, and invites Holders to consent to the further amendments to the Terms and Conditions and the Trust Deed (the “**Proposal**”).

Voting

All Bondholders are entitled to vote and deliver a Consent. A Bondholder may in accordance with the terms and conditions of the Proposal as set out in the Consent Solicitation Memorandum:

- (a) approve the Written Resolution by communicating an Electronic Instruction through the Clearing Systems in favour of passing the Written Resolution; or
- (b) disapprove the Written Resolution by communicating an Electronic Instruction through the Clearing Systems against passing the Written Resolution.

Settlement Conditions

The effectiveness of the Proposal is subject to: (i) the payment of the Principal Paydown Amount plus an amount equal to 20 per cent. of the Accrued Interest (on a *pro rata* basis) to each Bondholder; (ii) the passing of the Shareholders’ Resolution; and (iii) no events having occurred in between the date hereof and the Settlement Date which would require an adjustment to the Conversion Price in accordance with the Terms and Conditions.

For the avoidance of doubt, the payment of the Principal Paydown Amount or the adjustment to the Conversion Price pursuant to the Written Resolution shall not trigger any adjustments under Condition 6(C) (*Conversion – Adjustments to Conversion Price*) of the Terms and Conditions.

The Proposal will only be effective if the Settlement Conditions are satisfied on or before the Settlement Date. If the Settlement Conditions are not satisfied, the Proposal will not come into effect and will not be binding on any of the Holders.

Settlement

On the Settlement Date, all Holders shall have the principal amount of each Bond held (a) written down by HK\$131,099.58 per HK\$1,000,000 nominal amount of the Bonds representing a reduction in respect of the Principal Paydown Amount and (b) written up by HK\$19,009.44 per HK\$1,000,000 nominal amount of the Bonds representing an increase in respect of 80 per cent. of the Accrued Interest.

All Holders shall:

- (i) receive the Principal Paydown Amount plus an amount equal to 20 per cent. of the Accrued Interest; and
- (ii) retain the Bonds as amended pursuant to the Written Resolution, in an outstanding principal amount of HK\$543,407.78 per HK\$1,000,000 nominal value.

Interest on the Bonds outstanding following 4 February 2018 shall be calculated on the reduced principal amount outstanding for the period from and including 4 February 2018 to but excluding the next interest payment date pursuant to the Terms and Conditions.

For the avoidance of doubt, the payment of the Principal Paydown Amount or the adjustment to the Conversion Price pursuant to the Written Resolution shall not trigger any adjustments under Condition 6(C) (*Conversion – Adjustment to Conversion Price*) of the Terms and Conditions.

Documents Available for Inspection

Holders with proof of the holding of their Bonds may, at any time with reasonable prior notice during normal business hours on any weekday (Saturdays, Sundays and bank and other public holidays excepted), inspect copies of the documents set out below at the office of the Tabulation Agent set out below and at the registered office of the Issuer.

Copies of the following documents are available for inspection:

- the Trust Deed including any supplement or amendment;
- the Consent Solicitation Memorandum; and
- a draft of the Second Supplemental Trust Deed between the Issuer and the Trustee to be dated on a date no later than 2 February 2018 in the event that the Written Resolution is passed.

Electronic Instructions

Holders of the Bonds are urged to deliver valid Electronic Instructions through the Clearing Systems in accordance with the procedures of, and within the time limit specified by, the Clearing Systems for receipt by the Tabulation Agent no later than the Electronic Instruction Expiration Time (**11:59 p.m. (CET) on 4 January 2018 / 6:59 a.m. (Hong Kong time) on 5 January 2018**). Bondholders should be aware that the Clearing Systems typically set deadlines for receipt of instructions from their participants that are in advance of the Electronic Instruction Expiration Time. Each Bondholder must adhere to such deadlines to ensure that its Electronic Instruction are received on or prior to the Electronic Instruction Expiration Time. Holders will not be able to revoke or amend any instructions in respect of the Written Resolution any time after the Electronic Instruction Expiration Time.

Electronic Instructions must be submitted in respect of a minimum principal amount of Bonds of no less than HK\$1,000,000, and may only be submitted in integral multiples of HK\$1,000,000.

Each person who is shown in the records of each Clearing System as the Holder of a particular nominal amount of the Bonds is entitled to vote and deliver an Electronic Instruction in respect of the Written Resolution.

A Bondholder may:

- (a) approve the Written Resolution by communicating an Electronic Instruction through the Clearing Systems in favour of the Written Resolution; or
- (b) disapprove the Written Resolution by communicating an Electronic Instruction through the Clearing Systems against the Written Resolution.

None of the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Trustee, the Registrar or the Principal Agent or any of their respective affiliates, directors, employees, agents or advisers accepts any responsibility for failure of delivery of any Electronic Instruction or other notice or communication. Subject to the Trust Deed, the Issuer's determination in respect of any Electronic Instruction or other notice or communication shall be final and binding.

Deemed Authorisation

The submission to the Clearing Systems by a Holder of a duly completed Electronic Instruction in favour of the Written Resolution will be deemed to constitute delivery of a vote in favour of the Written Resolution by such Holder. Notwithstanding that the votes will be delivered by each Holder by means of an Electronic Instruction, each Holder thereby agrees that such Electronic Instruction in favour of the Written Resolution constitutes its consent to the Written Resolution and instruction to the Registered Holder to sign the Written Resolution on its behalf, representing the amount of Bonds which are the subject of the Electronic Instruction in accordance therewith.

Continuation of Blocking

The delivery of voting instructions by Holders of the Bonds pursuant to the Proposal resulted in the blocking of the Bonds in each relevant Direct Participant's account at the relevant Clearing System such that no transfers may currently be effected in relation to such Bonds. Such blocking will remain in place without any further action on the part of the Holders until the earlier of (a) the Settlement Date, or (b) the date of the valid revocation of such Bondholder's Electronic Instruction or (c) the date of termination or withdrawal of the Consent Solicitation.

Bondholder Acknowledgement, Representations, Warranties And Undertakings

By submitting a valid Electronic Instruction to the relevant Clearing System in accordance with the standard procedures of such Clearing System, the Holder of the Bonds and any Direct Participant submitting such Electronic Instruction on such Holder's behalf shall be deemed to provide to the Issuer, the Consent Solicitation Agent, the Tabulation Agent, the Principal Agent and the Trustee at the time of such submission and on the Settlement Date of 2 February 2018 such acknowledgement, representations, warranties and undertakings set out in the Consent Solicitation Memorandum in respect of this notice and the Written Resolution.

General

If passed, the Written Resolution will be binding upon all Holders, whether or not they voted in relation to the Written Resolution, subject to the conditions as more fully described in the Consent Solicitation Memorandum.

This notice is governed by, and shall be construed in accordance with, English law.

SCHEDULE A
TO THE NOTICE OF ~~MEETING OF HOLDERS OF THE BONDS~~ WRITTEN
RESOLUTION

Amended Terms and Conditions of the Bonds

The Terms and Conditions of the Bonds shall be amended by amending and restating the Terms and Conditions with the Terms and Conditions set out below (deletions are shown as a ~~strike through~~; additions are shown in underline). A full legend explaining changes is set out at the end of these Terms and Conditions.

The following, subject to completion and amendment, and save for the paragraphs in italics, is the text of the Terms and Conditions of the Bonds:

The original issue of the HK\$1,028,000,000 aggregate principal amount of ~~7.25~~8.50 per cent. Convertible Bonds due ~~2018~~2019 (the “**Bonds**”, which term shall include, unless the context requires otherwise, any additional Bonds issued pursuant to the option to increase the principal amount of the Bonds (the “**Optional Bonds**”) and any further bonds issued in accordance with Condition 17 and consolidated and forming a single series therewith) of Munsun Capital Group Limited (formerly known as China Precious Metal Resources Holdings Co., Ltd.) (the “**Issuer**”) and the right of conversion into Shares (as defined in Condition 6(A)(iv)) was authorised by the board of directors of the Issuer on 28 January 2013, ~~and~~ 21 December 2015 and 21 December 2017 and by an ordinary resolution of the Shareholders dated ~~on or about~~ 21 January 2016, 10 March 2016 and on or about 31 January 2018. The Bonds are constituted by the trust deed ((as amended or supplemented from time to time) the “**Trust Deed**”) ~~to be dated~~ on or about 4 February 2013 (the “**Issue Date**”) between the Issuer and The Bank of New York Mellon, London Branch (the “**Trustee**”, which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders (as defined below) of the Bonds. These terms and conditions (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bonds. The Bondholders (as defined below) are entitled to the benefit of, and are bound by, and are deemed to have notice of, all of the provisions of the Trust Deed, and are deemed to have notice of those provisions applicable to them of the agency agreement to be dated on or about 4 February 2013 (the “**Agency Agreement**”) relating to the Bonds between the Issuer, the Trustee, The Bank of New York Mellon, London Branch, as principal paying agent, conversion agent and transfer agent (the “**Principal Agent**”), The Bank of New York Mellon SA/NV, (Luxembourg Branch (formerly known as The Bank of New York Mellon (Luxembourg) S.A.), as registrar (the “**Registrar**”) and the other paying agents, conversion agents and transfer agents appointed under it (each a “**Paying Agent**”, a “**Conversion Agent**”, a “**Transfer Agent**” and, together with the Registrar and the Principal Agent, the “**Agents**”, and such term shall, where applicable, include the Singapore Agent (as defined in Condition 7)) relating to the Bonds. References to the “**Principal Agent**”, the “**Registrar**” and the “**Agents**” below are references to the principal agent, registrar and agents for the time being for the Bonds.

Copies of the Trust Deed and of the Agency Agreement are available for inspection during usual business hours at the principal office for the time being of the Trustee (presently at ~~One~~ Canada Square, London E14 5AL, United Kingdom) and at the specified offices for the time being of each of the Agents.

Unless otherwise defined, terms used in these Conditions have the meanings specified in the Trust Deed. In these Conditions, “**Bondholder**” and (in relation to a Bond) “**holder**” mean the person in whose name a Bond is registered.

1 Form, Denomination and Title

(A) Form and Denomination

The Bonds are in registered form in the denomination of HK\$1,000,000 in nominal amount each and integral multiples thereof (an “**Authorised Denomination**”). A bond certificate (each a “**Certificate**”) will be issued to each Bondholder in respect of its registered holding of Bonds. Each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Bondholders (the “**Register**”) which the Issuer will procure to be kept by the Registrar.

Upon issue, the Bonds will be represented by a Global Certificate deposited with a common depositary for, and representing Bonds registered in the name of a nominee of, Euroclear Bank S.A./N.V. and Clearstream Banking, S.A. The Conditions are modified by certain provisions contained in the Global Certificate. See “The Global Certificate”.

Except in the limited circumstances described in the Global Certificate, owners of interests in Bonds represented by the Global Certificate will not be entitled to receive definitive Certificates in respect of their individual holdings of Bonds. The Bonds are not issuable in bearer form.

(B) Title

Title to the Bonds will pass only by transfer and registration in the Register as described in Condition 3. The holder of any Bond will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the holder.

2 Status

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable legislation and subject to Condition 4, at all times rank at least equally with all of its other present and future unsecured and unsubordinated obligations.

3 Transfers of Bonds; Issue of Certificates

(A) Register

The Issuer will cause the Register to be kept at the specified office of the Registrar outside Hong Kong and the United Kingdom and in accordance with the terms of the Agency Agreement on which shall be entered the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and of all transfers, redemptions and conversions of the Bonds. Each Bondholder shall be entitled to receive only one Certificate in respect of its entire holding of Bonds.

(B) Transfer

Bonds may, subject to Conditions 3(D) and 3(E) and the terms of the Agency Agreement, be transferred in whole or in part in an Authorised Denomination by delivery of the Certificate issued in respect of that Bond, with the form of transfer on the back duly completed and signed by the holder or his attorney duly authorised in writing, to the specified office of the Registrar or any of the Transfer Agents. No transfer of a Bond will be valid unless and until entered on the Register. A Bond may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number). All transfers of Bonds and entries on the Register will be made subject

to the detailed regulations concerning transfer of Bonds scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Trustee and the Registrar or by the Registrar, with the prior written approval of the Trustee.

Transfers of interests in the Bonds evidenced by the Global Certificate will be effected in accordance with the rules of the relevant clearing systems.

(C) Delivery of New Certificates

Each new Certificate to be issued upon a transfer of Bonds will, within five business days of receipt by the Registrar or, as the case may be, any other relevant Transfer Agent of the original Certificate and the form of transfer on the back duly completed and signed, be made available for collection at the specified office of the Registrar or such other relevant Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder entitled to the Bonds (but free of charge to the holder and at the Issuer's expense) to the address specified in the form of transfer.

Except in the limited circumstances described herein (see "The Global Certificate"), owners of interests in the Bonds will not be entitled to receive physical delivery of Certificates.

Where only part of a principal amount of the Bonds (being that of one or more Bonds) in respect of which a Certificate is issued is to be transferred, converted, redeemed or repurchased, a new Certificate in respect of the Bonds not so transferred, converted, redeemed or repurchased will, within five business days of delivery of the original Certificate to the Registrar or, as the case may be, any other relevant Transfer Agent, be made available for collection at the specified office of the Registrar or such other relevant Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder of the Bonds not so transferred, converted, redeemed or repurchased (but free of charge to the holder and at the Issuer's expense) to the address of such holder appearing on the Register.

For the purposes of this Condition 3 and Condition 6, "**business day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for business in the city in which the specified office of the Registrar or the Transfer Agent, with whom a Certificate is deposited in connection with a transfer or conversion, is located.

(D) Formalities Free of Charge

Registration of a transfer of Bonds and issuance of new Certificates will be effected without charge subject to (a) the person making such application for transfer paying or procuring the payment of any taxes, duties and other governmental charges in connection therewith, (b) the Registrar being satisfied with the documents of title and/or identity of the person making the application and (c) such regulations as the Issuer may from time to time agree with the Registrar and the Trustee (and as initially set out in the Agency Agreement).

(E) Restricted Transfer Periods

No Bondholder may require the transfer of a Bond to be registered (a) during the period of seven days ending on (and including) the dates for payment of any principal pursuant to the Conditions; (b) after a Conversion Notice (as defined in Condition 6(B)(i)) has been delivered with respect to a Bond; (c) after a Relevant Event Put Exercise Notice (as defined in Condition 8(D)) has been deposited in respect of such Bond pursuant to Condition 8(D); or (d) during the period of seven days ending on (and including) any Interest Record Date (as defined in Condition 7(A)). Each such period is a "**Restricted Transfer Period**".

4 Negative Pledge

So long as any Bond remains outstanding (as defined in the Trust Deed), the Issuer will not, and will ensure that none of its Subsidiaries will, create or have outstanding, any mortgage, charge, lien, pledge or other security interest upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure (a) any Relevant Indebtedness (other than the Permitted Indebtedness), or (b) any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto according to the Bonds the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as either (x) the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders or (y) shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders.

In these Conditions:

“Permitted Indebtedness” means the 50,000,000 redeemable preferred shares issued on 12 June 2012 by Decent Connection Overseas Limited, a wholly-owned subsidiary of the Issuer;

“Relevant Indebtedness” means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock, bearer participation certificates, depositary receipts, certificates of deposit or other similar securities or instruments which for the time being are, or are intended to be or are capable of being, quoted, listed, dealt in or traded on any stock exchange or over-the-counter or other securities market (whether or not initially distributed by way of private placement) and which for the avoidance of doubt does not include bi-lateral loans, syndicated loans or club deal loans; and

a **“Subsidiary”** of any person means (a) any company or other business entity of which that person owns or controls (either directly or through one or more other Subsidiaries) more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such company or other business entity, or (b) any company or other business entity which at any time has its accounts consolidated with those of that person or which, under the law or regulations of the jurisdiction of incorporation of such person or generally accepted accounting principles from time to time, should have its accounts consolidated with those of that person.

5 Interest

The Bonds bear interest from and including 4 February 2013 to but excluding 4 February 2018 at the rate of 7.25 per cent. per annum and thereafter at the Relevant Interest Rate (as defined below) (each, the “Applicable Interest”), in each case, payable semi-annually in arrear on 4 February and 4 August in each year (each an **“Interest Payment Date”**) ~~save for the interest payable on 4 February 2016, which shall be HK\$677.58 per Calculation Amount.~~ If any Interest Payment Date would otherwise fall on a day which is not a Payment Business Day (as defined in Condition 7(F)), it shall be postponed to the next day which is a Payment Business Day unless it would thereby fall into the next calendar month in which event it shall be brought forward to the immediately preceding Payment Business Day. Each Bond will cease to bear interest (a) (subject to Condition 6(B)(iv)) where the Conversion Right attached to it shall have been exercised by a Bondholder, from and including the Interest Payment Date immediately preceding the relevant Conversion Date (as defined below), or if none, the Issue Date (subject in any case as provided in Condition 6(B)(iv)), or (b) where such Bond is redeemed or repaid pursuant to Condition 8 or Condition 10, from the due date for redemption or repayment thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, it will continue to bear interest at 2.0 per cent. per annum above the rate aforesaid in this Condition 5 (both before and after judgment) until

whichever is the earlier of (x) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant holder, and (y) the day seven days after the Trustee or the Principal Agent has notified Bondholders of receipt of all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions). If interest is required to be calculated for a period of less than a complete Interest Period (as defined below), the relevant day-count fraction will be determined on the basis of a 360-day year consisting of twelve months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

In these Conditions, the period beginning on and including the Issue Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date is called an “**Interest Period**”.

Interest in respect of any Bond shall be calculated in respect of the outstanding principal amount per HK\$1,000,000 nominal amount of the Bonds (the “**Calculation Amount**”). The amount of interest payable per Calculation Amount for any period shall be equal to the product of ~~7.25~~ the Applicable Interest per cent., the Calculation Amount and the day-count fraction for the relevant period, rounding the resulting figure to the nearest cent (half a cent being rounded upwards), save in the case of a full Interest Period where there has been no change to the outstanding principal amount in which case interest shall be paid in equal instalments.

In respect of any Interest Period in which there is a reduction in the outstanding principal amount of the Bonds, interest for that Interest Period shall be calculated (pursuant to the paragraph above) based on each of the prevailing Calculation Amounts in respect of the Bonds prior to and after such reduction and the day-count fraction for the relevant period.

“**Relevant Interest Rate**” means 8.5 per cent. per annum, provided that if the Issuer does not issue an Optional Redemption Notice within the prescribed period pursuant to Condition 8(C), the Applicable Interest shall increase to 11.0 per cent. per annum with effect from and including 4 November 2018.

6 Conversion

(A) **Conversion Right**

- (i) *Conversion Period:* Subject as provided in these Conditions, each Bond shall entitle the holder to convert such Bond into Shares (as defined in Condition 6(A)(iv)) credited as fully paid at any time during the Conversion Period referred to below (the “**Conversion Right**”).

Subject to and upon compliance with the Conditions, the Conversion Right in respect of a Bond may be exercised, at the option of the holder thereof, at any time (subject to any applicable fiscal or other laws or regulations and as hereinafter provided) on or after ~~17 March 2013~~ 5 November 2018 up to the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on the date falling ten days prior to the Maturity Date (as defined in Condition 8) (both days inclusive) (but, except as provided in Condition 6(A)(iii), in no event thereafter) or, if such Bond shall have been called for redemption by the Issuer before the Maturity Date, then up to and including the close of business (at the place aforesaid) on a date no later than seven days (in the place aforesaid) prior to the date fixed for redemption thereof or, if notice requiring redemption has been given by the holder of such Bond pursuant to Condition 8(D), then up to the close of business (at the place aforesaid) on the day prior to the giving of such notice (the “**Conversion Period**”).

The price at which Shares will be issued upon exercise of a Conversion Right (the “**Conversion Price**”) will be HK\$~~0.4283~~0.0618 per Share, but will be subject to adjustment in the circumstances described in Conditions 6(C); and 6(D) ~~and 6(E)~~.

The number of Shares to be issued on exercise of a Conversion Right shall be determined by dividing the outstanding principal amount of the Bonds to be converted by the Conversion Price in effect on the relevant Conversion Date (as defined below). A Conversion Right may only be exercised in respect of one or more Bonds. If more than one Bond held by the same holder is converted at any one time by the same holder, the number of Shares to be issued upon such conversion will be calculated on the basis of the aggregate principal amount of the Bonds to be converted.

- (ii) *Fractions of Shares*: Fractions of Shares will not be issued on exercise of a Conversion Rights and no cash payment or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than one Bond is exercised at any one time such that Shares to be issued on conversion are to be registered in the same name, the number of such Shares to be issued in respect thereof shall be calculated on the basis of the aggregate principal amount of such Bonds being so converted and rounded down to the nearest whole number of Shares. Notwithstanding the foregoing, in the event of a consolidation or re-classification of Shares by operation of law or otherwise occurring after 28 January 2013 which reduces the number of Shares outstanding, the Issuer will upon conversion of Bonds pay in cash in Hong Kong dollars a sum equal to such portion of the principal amount of the Bond or Bonds evidenced by the Certificate deposited in connection with the exercise of Conversion Rights, aggregated as provided in Condition 6(A)(i), as corresponds to any fraction of a Share not issued as a result of such consolidation or re-classification aforesaid, provided that such sum exceeds HK\$100. Any such sum shall be paid not later than five Stock Exchange Business Days (as defined in Condition 6(B)(i)) after the relevant Conversion Date by a Hong Kong dollar cheque drawn on, or by transfer to a Hong Kong dollar account maintained by the payee with, a bank in Hong Kong, in accordance with instructions given by the relevant Bondholder in the Conversion Notice.
 - (iii) *Revival and/or survival after Default*: Notwithstanding the provisions of Condition 6(A)(i), if (a) the Issuer shall default in making payment in full in respect of any Bond which shall have been called or put for redemption on the date fixed for redemption thereof; (b) any Bond has become due and payable prior to the Maturity Date by reason of the occurrence of any of the events under Condition 10; or (c) any Bond is not redeemed on the Maturity Date in accordance with Condition 8(A), the Conversion Right attaching to such Bond will revive and/or will continue to be exercisable up to, and including, the close of business (at the place where the Certificate evidencing such Bond is deposited for conversion) on the date upon which the full amount of the moneys payable in respect of such Bond has been duly received by the Principal Agent or the Trustee and notice of such receipt has been duly given to the Bondholders in accordance with Condition 11 and notwithstanding the provisions of Condition 6(A)(i), any Bond in respect of which the Certificate and Conversion Notice (as defined below) are deposited for conversion prior to such date shall be converted on the relevant Conversion Date (as defined below) notwithstanding that the full amount of the moneys payable in respect of such Bond shall have been received by the Principal Agent or the Trustee before such Conversion Date or that the Conversion Period may have expired before such Conversion Date.
 - (iv) *Meaning of “Shares”*: As used in these Conditions, the expression “**Shares**” means ordinary shares of par value HK\$~~0.005~~0.125 each of the Issuer or shares of any class or classes resulting from any subdivision, consolidation or re-classification of those shares, which as
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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 Issuer.

(B) Conversion Procedure

- (i) *Conversion Notice:* Conversion Rights may be exercised by a Bondholder during the Conversion Period by delivering the relevant Certificate to the specified office of the Principal Agent or any other Conversion Agent during its usual business hours accompanied by a duly completed and signed notice of conversion (a “**Conversion Notice**”) in the form (for the time being current) obtainable from any Agent, together with a certification by the Bondholder, in the form obtainable from the Principal Agent or any other Conversion Agent, as may be required under the laws of the jurisdiction of incorporation of the Issuer or jurisdiction in which the specified office of the Principal Agent or such other Conversion Agent is located. Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Principal Agent or such other Conversion Agent to whom the relevant Conversion Notice is delivered is located.

If such delivery is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the Principal Agent or the other relevant Conversion Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day.

Any determination as to whether any Conversion Notice has been duly completed and properly delivered shall be made by the Principal Agent or the other relevant Conversion Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Trustee, the Conversion Agents and the relevant Bondholder.

Conversion Rights may only be exercised in respect of an Authorised Denomination. A Conversion Notice, once delivered, shall be irrevocable.

The conversion date in respect of a Bond (the “**Conversion Date**”) shall be deemed to be the Stock Exchange Business Day (as defined below) immediately following the date of the surrender of the Certificate in respect of such Bond and delivery of such Conversion Notice and, if applicable, any such abovementioned certification or any payment to be made or indemnity given under these Conditions in connection with the exercise of such Conversion Right. “**Stock Exchange Business Day**” means any day (other than a Saturday or Sunday) on which Relevant Stock Exchange (as defined in Condition 6(GH) below), as the case may be, is open for the business of dealing in securities.

- (ii) *Stamp Duty etc.:* A Bondholder exercising Conversion Rights must pay directly to the relevant authorities any taxes and capital, stamp, issue and registration and transfer taxes and duties (“**Duties**”) arising on such exercise (other than any Duties payable in ~~the Cayman Islands~~ Bermuda and Hong Kong and, if relevant, in the place of the Alternative Stock Exchange, payable by the Issuer in respect of the allotment and issue of Shares and listing of the Shares on the Relevant Stock Exchange on conversion) (the “**Taxes**”). The Issuer will pay all other expenses arising on the issue of Shares on conversion of Bonds and all charges of the Agents and the share transfer agent for the Shares (the “**Share Transfer Agent**”). The Bondholder (and, if different, the person to whom the Shares are to be issued) must declare in the relevant Conversion Notice that any amounts payable to the relevant tax authorities in settlement of Taxes payable pursuant to this Condition 6(B)(ii) have been, or will be, paid.

If the Issuer shall fail to pay any expenses payable for which it is responsible as provided above, the relevant holder shall be entitled to tender and pay the same and the Issuer, as a

separate and independent stipulation, covenants to reimburse and indemnify each Bondholder in respect of any payment thereof and any penalties payable in respect thereof.

Such Bondholder must also pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal of a Bond or interest therein in connection with the exercise of Conversion Rights by it.

None of the Issuer, the Trustee or any of the Agents shall be responsible for determining whether such Duties or Taxes are payable by the Bondholder or the amount thereof and shall not be responsible or liable to pay any such Duties or Taxes on behalf of the Issuer or any Bondholder or for any failure by such Bondholder to pay such Duties or Taxes. Neither the Trustee nor any of the Agents shall be responsible or liable for any failure by the Issuer to pay any Duties or Taxes to any relevant authorities.

- (iii) *Registration:* Upon exercise by a Bondholder of its Conversion Right and compliance with Conditions 6(B)(i) and 6(B)(ii), the Issuer will, as soon as practicable, and in any event not later than five Stock Exchange Business Days after the Conversion Date, register the person or persons designated for the purpose in the Conversion Notice as holder(s) of the relevant number of Shares in the Issuer's share register and will, if the Bondholder has also requested in the Conversion Notice and to the extent permitted under the rules and procedures of the Central Clearing and Settlement System of Hong Kong ("**CCASS**") effective from time to time, take all necessary action to procure that Shares are delivered through CCASS and credited to the relevant securities account of the converting Bondholder for so long as the Shares are listed on the HKSE; or will make such certificate or certificates available for collection at the office of the Issuer's share registrar in Hong Kong (currently Computershare Hong Kong Investor Services Limited) notified to Bondholders in accordance with Condition 11 or, if so requested in the relevant Conversion Notice, 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 certificate or certificates are sent) such certificate or certificates to the person and at the place specified in the Conversion Notice, together (in either case) with any other securities, property or 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 which case a single share certificate will be issued in respect of all Shares issued on conversion of Bonds subject to the same Conversion Notice and which are to be registered in the same name.

The crediting of the Shares to the relevant securities account of the converting Bondholder will be deemed to satisfy the Issuer's obligation to pay the principal and premium (if any) on such converted Bonds.

If the Conversion Date in relation to the conversion of any Bond shall be after the record date for any issue, distribution, grant, offer or other event as gives rise to the adjustment of the Conversion Price pursuant to Condition 6(C), but before the relevant adjustment becomes effective under the relevant Condition (a "**Retroactive Adjustment**"), upon the relevant adjustment becoming effective the Issuer shall procure the issue to the converting Bondholder (or in accordance with the instructions contained in the Conversion Notice (subject to applicable exchange control or other laws or other regulations)), such additional number of Shares ("**Additional Shares**") as is, together with Shares to be issued on conversion of the Bond(s), equal to the number of Shares which would have been required to be issued on conversion of such Bond if the relevant adjustment to the Conversion Price had been made and become effective on or immediately after the relevant record date and in such event and in respect of such Additional Shares references in this Condition 6(B)(iii)

to the Conversion Date shall be deemed to refer to the date upon which the Retroactive Adjustment becomes effective (notwithstanding that the date upon which it becomes effective falls after the end of the Conversion Period).

The person or persons specified for that purpose in the Conversion Notice will become the holder of record of the number of Shares issuable upon conversion with effect from the date he is or they are registered as such in the Issuer's register of members (the "**Registration Date**").

The Shares issued upon exercise of Conversion Rights will be fully paid and will in all respects rank *pari passu* with the fully paid Shares in issue on the relevant Registration Date except for any right excluded by mandatory provisions of applicable law and except that such Shares will not rank for (or, as the case may be, the relevant holder shall not be entitled to receive) any rights, distributions or payments the record or other due date for the establishment of entitlement for which falls prior to the relevant Registration Date.

If the record date for the payment of any dividend or other distribution in respect of the Shares is on or after the Conversion Date in respect of any Bond, but before the Registration Date (disregarding any Retroactive Adjustment of the Conversion Price referred to in this subparagraph (iii) prior to the time such Retroactive Adjustment shall have become effective), the Issuer will calculate and pay to the converting Bondholder or his designee an amount in Hong Kong dollars (the "**Equivalent Amount**") equal to the Fair Market Value (as defined below) of such dividend or other distribution to which he would have been entitled had he on that record date been such a shareholder of record and will make the payment at the same time as it makes payment of the dividend or other distribution, or as soon as practicable thereafter, but, in any event, not later than seven days thereafter. The Equivalent Amount shall be paid by a Hong Kong dollar cheque drawn on, or by transfer to a Hong Kong dollar account maintained by the payee with, a bank in Hong Kong, in accordance with instructions given by the relevant Bondholder in the Conversion Notice.

- (iv) *Interest Accrual*: If any notice requiring the redemption of any Bonds is given pursuant to Condition 8(B) or Condition 8(C) on or after the fifteenth Hong Kong business day prior to a record date which has occurred since the last Interest Payment Date (or in the case of the first Interest Period, since the Issue Date) in respect of any dividend or distribution payable in respect of the Shares where such notice specifies a date for redemption falling on or prior to the date which is 14 days after the Interest Payment Date next following such record date, interest shall (subject as hereinafter provided) accrue on Bonds in respect of which Conversion Rights shall have been exercised and in respect of which the Conversion Date falls after such record date and on or prior to the Interest Payment Date next following such record date in each case from and including the preceding Interest Payment Date (or, if such Conversion Date falls before the first Interest Payment Date, from, and including, the Issue Date) to, but excluding, such Conversion Date; provided that no such interest shall accrue on any Bond in the event that the Shares issued on conversion thereof shall carry an entitlement to receive such dividend or distribution or in the event the Bond carries an entitlement to receive an Equivalent Amount. Any such interest shall be paid not later than 14 days after the relevant Conversion Date by a Hong Kong dollar cheque drawn on, or by transfer to a Hong Kong dollar account maintained by the payee with, a bank in Hong Kong, in accordance with instructions given by the relevant Bondholder in the Conversion Notice.

(C) Adjustments to Conversion Price

The Conversion Price will be subject to adjustment as follows:

- (1) **Consolidation, Subdivision or Reclassification:** If and whenever there shall be an alteration to the nominal value of the Shares as a result of consolidation, subdivision or reclassification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such alteration by the following fraction:

$$\frac{A}{B}$$

Where:

- A is the nominal amount of one Share immediately after such alteration; and
B is the nominal amount of one Share immediately before such alteration.

Such adjustment shall become effective on the date the alteration takes effect.

- (2) **Capitalisation of Profits or Reserves:**

- (i) If and whenever the Issuer shall issue any Shares credited as fully paid to the holders of Shares ("**Shareholders**") by way of capitalisation of profits or reserves including, Shares paid up out of distributable profits or reserves and/or share premium account (except any Scrip Dividend) and which would not have constituted a Distribution, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A}{B}$$

Where:

- A is the aggregate nominal amount of the issued Shares immediately before such issue; and
B is the aggregate nominal amount of the issued Shares immediately after such issue.

Such adjustment shall become effective on the date of issue of such Shares or if a record date is fixed therefore, immediately after such record date.

- (ii) In the case of an issue of Shares by way of a Scrip Dividend where the Current Market Price on the date of announcement of the terms of such issue of Shares multiplied by the number of Shares issued exceeds the amount of the Relevant Cash Dividend or the relevant part thereof and which would not have constituted a Distribution, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before the issue of such Shares by the following fraction:

$$\frac{A + B}{A + C}$$

Where:

- A is the aggregate nominal amount of the issued Shares immediately before such issue;
- B is the aggregate nominal amount of Shares issued by way of such Scrip Dividend multiplied by a fraction of which (i) the numerator is the amount of the whole, or the relevant part, of the Relevant Cash Dividend and (ii) the denominator is such Current Market Price of the Shares issued by way of Scrip Dividend in respect of each existing Share in lieu of the whole, or the relevant part, of the Relevant Cash Dividend; and
- C is the aggregate nominal amount of Shares issued by way of such Scrip Dividend;

or by making such other adjustment as an Independent Investment Bank shall certify to the Trustee is fair and reasonable.

Such adjustment shall become effective on the date of issue of such Shares or if a record date is fixed therefor, immediately after such record date.

(3) Distributions:

- (i) Except where the Conversion Price falls to be adjusted under Condition 6(C)(3)(ii), if and whenever the Issuer shall pay or make any Distribution to the Shareholders (except to the extent that the Conversion Price falls to be adjusted under Condition 6(C)(2) above), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such Distribution by the following fraction:

$$\frac{A - B}{A}$$

Where:

- A is the Current Market Price of one Share on the date on which the Distribution is publicly announced; and
- B is the Fair Market Value on the date of such announcement of the portion of the Distribution attributable to one Share.

Such adjustment shall become effective on the date that such Distribution is actually made or if a record date is fixed therefor, immediately after such record date.

- (ii) If and whenever the Issuer shall pay or make any Distribution in cash only to the Shareholders, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such Distribution by the following fraction:

$$\frac{A - B}{A}$$

Where:

- A is the Current Market Price of one Share on the record date for the determination of Shareholders entitled to receive such Distribution in cash; and

B is the amount of cash so distributed attributable to one Share.

Such adjustment shall become effective on the record date for the determination of Shareholders entitled to receive such Distribution in cash.

- (4) **Rights Issues of Shares or Options over Shares:** If and whenever the Issuer shall issue Shares to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class by way of rights, options, warrants or other rights to subscribe for, purchase or otherwise acquire any Shares, in each case at less than the Current Market Price per Share on the date of the announcement of the terms of the issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A + B}{A + C}$$

Where:

- A is the number of Shares in issue immediately before such announcement;
- B is the number of Shares which the aggregate amount (if any) payable for the Shares issued by way of rights or for the options or warrants or other rights issued by way of rights and for the total number of Shares comprised therein would subscribe for, purchase or otherwise acquire at such Current Market Price per Share; and
- C is the aggregate number of Shares issued or, as the case may be, comprised in the issue or grant.

Such adjustment shall become effective on the date of issue of such Shares or issue or grant of such options, warrants or other rights (as the case may be) or where a record date is set, the first date on which the Shares are traded ex-rights, ex-options or ex-warrants, as the case may be.

- (5) **Rights Issues of Other Securities:** If and whenever the Issuer shall issue any securities (other than Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares) to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class by way of rights, options, warrants or other rights to subscribe for, purchase or otherwise acquire any securities (other than Shares or options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue or grant by the following fraction:

$$\frac{A - B}{A}$$

Where:

- A is the Current Market Price of one Share on the date on which such issue or grant is publicly announced; and
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B is the Fair Market Value on the date of such announcement of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue of the securities or the issue or grant of such rights, options or warrants (as the case may be) or where a record date is set, the first date on which the Shares are traded ex-rights, ex-options or ex-warrants, as the case may be.

- (6) **Issues at less than Current Market Price:** If and whenever the Issuer shall issue (otherwise than as mentioned in Condition 6(C)(4) above) any Shares (other than Shares issued on the exercise of Conversion Rights or on the exercise of any subscription or conversion right attached to any warrants or convertible securities in issue and outstanding as of the Issue Date or any other rights of conversion into, or exchange or subscription for, Shares) or issue or grant (otherwise than as mentioned in Condition 6(C)(4) above) options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares in each case at a price per Share which is less than 95 per cent. of the Current Market Price on the date of announcement of the terms of such issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{C}$$

Where:

- A is the number of Shares in issue immediately before the issue of such additional Shares or the grant of such options, warrants or other rights to subscribe for, purchase or otherwise acquire any Shares;
- B is the number of Shares which the aggregate consideration (if any) receivable for the issue of such additional Shares would purchase at such Current Market Price per Share; and
- C is the number of Shares in issue immediately after the issue of such additional Shares.

References to additional Shares in the above formula shall, in the case of an issue by the Issuer of options, warrants or other rights to subscribe for, or purchase or otherwise acquire Shares, mean such Shares to be issued assuming that such options, warrants or other rights are exercised in full at the initial exercise price on the date of issue of such options, warrants or other rights.

Such adjustment shall become effective on the date of issue of such additional Shares or, as the case may be, the issue or grant of such options, warrants or other rights.

- (7) **Other Issues at less than Current Market Price:** Save in the case of an issue of securities arising from a conversion or exchange of other securities in accordance with the terms applicable to such securities themselves falling within this Condition 6(C)(7), if and whenever the Issuer or any of its Subsidiaries (otherwise than as mentioned in Conditions 6(C)(4), 6(C)(5) or 6(C)(6)), or (at the direction or request of or pursuant to any arrangements with the Issuer or any of its Subsidiaries) any other company, person or entity shall issue any
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securities (other than the Bonds, which includes for these purposes any Optional Bonds) which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be issued by the Issuer upon conversion, exchange or subscription at a consideration per Share which is less than 95 per cent. of the Current Market Price on the date of announcement of the terms of issue of such securities, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{A + C}$$

Where:

- A is the number of Shares in issue immediately before such issue;
- B is the number of Shares which the aggregate consideration receivable by the Issuer for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to such securities would purchase at such Current Market Price per Share; and
- C is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the initial conversion, exchange or subscription price or rate.

Such adjustment shall become effective on the date of issue of such securities.

- (8) **Modification of Rights of Conversion etc.:** If and whenever there shall be any modification of the rights of conversion, exchange or subscription attaching to any such securities as are mentioned in Condition 6(C)(7) (other than in accordance with the terms of such securities) so that the consideration per Share (for the number of Shares available on conversion, exchange or subscription following the modification) is less than 95 per cent. of the Current Market Price on the date of announcement of the proposals for such modification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such modification by the following fraction:

$$\frac{A + B}{A + C}$$

Where:

- A is the number of Shares in issue immediately before such modification;
 - B is the number of Shares which the aggregate consideration receivable by the Issuer for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to the securities so modified would purchase at such Current Market Price per Share or, if lower, the existing conversion, exchange or subscription price of such securities; and
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C is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the modified conversion, exchange or subscription price or rate but giving credit in such manner as an Independent Investment Bank, consider appropriate (if at all) for any previous adjustment under this Condition 6(C)(8) or Condition 6(C)(7).

Such adjustment shall become effective on the date of modification of the rights of conversion, exchange or subscription attaching to such securities.

- (9) **Other Offers to Shareholders:** If and whenever the Issuer or any of its Subsidiaries or (at the direction or request of or pursuant to any arrangements with the Issuer or any of its Subsidiaries) any other company, person or entity issues, sells or distributes any securities in connection with an offer pursuant to which the Shareholders generally are entitled to participate in arrangements whereby such securities may be acquired by them (except where the Conversion Price falls to be adjusted under Condition 6(C)(4), Condition 6(C)(5), Condition 6(C)(6) or Condition 6(C)(7)), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A - B}{A}$$

Where:

- A is the Current Market Price of one Share on the date on which such issue is publicly announced; and
- B is the Fair Market Value on the date of such announcement of the portion of the rights attributable to one Share.

Such adjustment shall become effective on the date of issue, sale or delivery of the securities.

- (10) **Other Events:** If the Issuer determines that an adjustment should be made to the Conversion Price as a result of one or more events or circumstances not referred to in this Condition 6, the Issuer shall, at its own expense, consult an Independent Investment Bank to determine as soon as practicable what adjustment (if any) to the Conversion Price is fair and reasonable to take account thereof, if the adjustment would result in a reduction in the Conversion Price, and the date on which such adjustment should take effect and upon such determination by the Independent Investment Bank such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that where the events or circumstances giving rise to any adjustment pursuant to this Condition 6 have already resulted or will result in an adjustment to the Conversion Price or where the events or circumstances giving rise to any adjustment arise by virtue of events or circumstances which have already given rise or will give rise to an adjustment to the Conversion Price, such modification (if any) shall be made to the operation of the provisions of this Condition 6 as
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may be advised by the Independent Investment Bank to be in its opinion appropriate to give the intended result.

(D) Adjustment upon Change of Control

If a Change of Control (as defined below) shall occur, the Issuer shall give notice of that fact to the Bondholders (the “**Change of Control Notice**”) in accordance with Condition 11 within five days after it becomes aware of such Change of Control. Following the giving of a Change of Control Notice, upon any exercise of Conversion Rights such that the relevant Conversion Date falls within 30 days following a Change of Control, or, if later, 30 days following the date on which the Change of Control Notice is given to Bondholders (such period, the “**Change of Control Conversion Period**”), the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP = \frac{OCP}{1 + (CP \cdot c/t)}$$

where:

“**NCP**” means the new Conversion Price;

“**OCP**” means the Conversion Price in effect on the relevant Conversion Date;

“**CP**” means 25.0 per cent. expressed as a fraction;

“**c**” means the number of days from and including the date the Change of Control occurs to but excluding the Maturity Date; and

“**t**” means the number of days from and including the Issue Date to but excluding the Maturity Date, provided that the Conversion Price shall not be reduced pursuant to this Condition 6(D) below the level permitted by applicable laws and regulations from time to time (if any).

If the last day of a Change of Control Conversion Period shall fall during a Restricted Transfer Period, the Change of Control Conversion Period shall be extended such that its last day will be the fifteenth day following the last day of the Restricted Transfer Period.

For the purposes of Conditions 6(D) and 8(D):

“**Control**” means (a) the acquisition or holding of legal or beneficial ownership or control of more than 50 per cent. of the Voting Rights of the issued share capital of the Issuer, or (b) the right to appoint and/or remove all or the majority of the members of the Issuer’s Board of Directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of Voting Rights, contract or otherwise;

a “**Change of Control**” occurs when:

- (a) any Person or Persons acting together acquires Control, directly or indirectly, of the Issuer provided that such Person or Persons does not or do not have, and would not be deemed to have, Control of the Issuer on the Issue Date; or
- (b) the Issuer consolidates with or merges into or sells or transfers all or substantially all of the assets of the Issuer to any other Person or Persons acting together, unless the consolidation, merger, sale or transfer will not result in the other Person or Persons acquiring Control over the Issuer or the successor entity;

a “**Person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) but does not include the Issuer’s board of directors or any other governing board and does not include the Issuer’s wholly-owned direct or indirect Subsidiaries; and

“**Voting Rights**” means the right generally to vote at a general meeting of shareholders of the Issuer (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

~~(E)~~ **Conversion Price Reset**

~~(i) Subject to Condition 6(E)(ii) below, if on any Reset Reference Date, the Volume Weighted Average Price (as defined in Condition 6(H)) of the Shares for each Trading Day during the period of 20 consecutive Trading Days immediately prior to the Reset Reference Date is less than the prevailing Conversion Price on the last day of such period, the Conversion Price shall be adjusted on the business day immediately following the last day of such period (a “Reset Date”) in accordance with the following formula and shall be rounded upwards, if necessary, to the nearest Hong Kong cent:~~

$$\text{Adjusted Conversion Price} = \text{Average Market Price}$$

~~Where “Average Market Price” means the arithmetic average of the Volume Weighted Average Price of the Shares for the last 20 consecutive Trading Days immediately prior to the relevant Reset Reference Date; and~~

~~“Reset Reference Date” means 4 August 2016 and 4 February 2017.~~

~~(ii) Any adjustment to the Conversion Price in Condition 6(E)(i) above shall be made, provided that:~~

- ~~(a) the adjusted Conversion Price following an adjustment shall not be less than HK\$0.2741 (after taking into account any adjustments as described in Condition 6(C) which may have occurred prior to the Reset Date);~~
- ~~(b) the adjustments set out in Condition 6(C) shall apply, *mutatis mutandis*, to adjustments hereunder to ensure that appropriate adjustments shall be made to any Conversion Price to reflect any events set out in Condition 6(C);~~
- ~~(c) the Conversion Price shall not be reduced below the nominal value of the Shares unless such reduction is and the conversion of the Bonds into Shares at the adjusted Conversion Price which is below the nominal value of the Shares, is permitted by applicable law; and~~
- ~~(d) the Conversion Price shall only be adjusted downwards.~~

~~Any such adjustments shall become effective as of the Reset Date and shall be notified by the Issuer to the Bondholders as soon as practicable thereafter. The Conversion Price may be reset on more than one occasion pursuant to this Condition 6(E).~~

~~(F)~~ **(E) Undertakings**

The Issuer has undertaken in the Trust Deed, *inter alia*, that so long as any Bond remains outstanding, save with the approval of an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders or with the approval of the Trustee where, in the opinion of the Trustee, it is not materially prejudicial to the interests of Bondholders to give such approval:

- (i) it will use its best endeavours (a) to maintain a listing for all the issued Shares on the HKSE (as defined in Condition 6(GH)), and (b) to obtain and maintain a listing for all the Shares issued on the exercise of the Conversion Rights on the HKSE, and if the Issuer is unable to obtain or maintain such listing, to use its best endeavours to obtain and maintain a listing for all the issued Shares on an Alternative Stock Exchange as the Issuer may from time to time determine (with prior written notice to the Trustee) and will forthwith give notice to the

Bondholders in accordance with Condition 11 of the listing or delisting of the Shares (as a class) by any of such stock exchange;

- (ii) it will use its best endeavours to maintain the listing of the Bonds on the Singapore Exchange Securities Trading Limited ("**SGX-ST**") and if the Issuer is unable to maintain such listing or such listing is unduly onerous, to use its best endeavours to obtain and maintain a listing of the Bonds on another internationally recognised stock exchange as the Issuer may from time to time determine (with prior written notice to the Trustee) and will forthwith give notice to the Bondholders in accordance with Condition 11 of the listing or delisting of the Bonds by any such stock exchange;
- (iii) it will pay the expenses of the issue and delivery of, and all expenses of obtaining and maintaining the listing for, Shares arising on conversion of the Bonds (except for any expenses, charges or taxes expressed to be payable by the Bondholder in these Conditions); and
- (iv) it will not make any reduction of its ordinary share capital or any uncalled liability in respect thereof or of any share premium account or capital redemption reserve fund except, in each case, where the reduction is permitted by applicable law and results in (or would, but for the provision of these Conditions relating to rounding or the carry forward of adjustments, result in) an adjustment to the Conversion Price or is otherwise taken into account for the purposes of determining whether such an adjustment should be made, provided always that the Issuer shall not be prohibited from purchasing its Shares to the extent permitted by law.

In the Trust Deed, the Issuer has also undertaken with the Trustee that so long as any Bond remains outstanding:

- (i) it will reserve, free from any other pre-emptive or other similar rights, out of its authorised but unissued ordinary share capital the full number of Shares liable to be issued on conversion of the Bonds from time to time remaining outstanding and shall ensure that all Shares delivered on conversion of the Bonds will be duly and validly issued as fully-paid; and
- (ii) it will not make any offer, issue, grant or distribute or take any action the effect of which would be to reduce the Conversion Price below the par value of the Shares of the Issuer, provided always that the Issuer shall not be prohibited from purchasing its Shares to the extent permitted by law.

The Issuer has also given certain other undertakings in the Trust Deed for the protection of the Conversion Rights.

~~(G)~~(F) **Provisions Relating to Changes in Conversion Price**

- (i) *Minor adjustments:* On any adjustment, the resultant Conversion Price, if not an integral multiple of one Hong Kong cent, shall be rounded down to ~~the nearest Hong Kong cent~~4 decimal places. No adjustment shall be made to the Conversion Price if such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price then in effect. Any adjustment not required to be made, and/or any amount by which the Conversion Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made. Notice of any adjustment shall be given by the Issuer to Bondholders in accordance with Condition 11 and to the Trustee promptly after the determination thereof.
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- (ii) *Decision of an Independent Investment Bank:* If any doubt shall arise as to whether an adjustment falls to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price, and following consultation between the Issuer and an Independent Investment Bank, a written opinion of such Independent Investment Bank in respect thereof shall be conclusive and binding on the Issuer, the Bondholders and the Trustee, save in the case of manifest error.
- (iii) *Minimum Conversion Price:* Notwithstanding the provisions of this Condition 6, the Issuer undertakes that: (a) the Conversion Price shall not in any event be reduced to below the nominal or par value of the Shares as a result of any adjustment hereunder unless under applicable law then in effect the Bonds may be converted at such reduced Conversion Price into legally issued, fully paid and non-assessable Shares; and (b) it shall not take any action, and shall procure that no action is taken, that would otherwise result in an adjustment to the Conversion Price to below such nominal or par value or any minimum level permitted by applicable laws or regulations.
- (iv) *Reference to "fixed":* Any references herein to the date on which a consideration is "fixed" shall, where the consideration is originally expressed by reference to a formula which cannot be expressed as an actual cash amount until a later date, be construed as a reference to the first day on which such actual cash amount can be ascertained.

Where more than one event which gives or may give rise to an adjustment to the Conversion Price occurs within such a short period of time that in the opinion of an Independent Investment Bank, the foregoing provisions would need to be operated subject to some modification in order to give the intended result, such modification shall be made to the operation of the foregoing provisions as may be advised by such Independent Investment Bank to be in its opinion appropriate in order to give such intended result.

- (v) *Upward/downward adjustment:* No adjustment involving an increase in the Conversion Price will be made, except in the case of a consolidation or re-classification of the Shares as referred to in Condition 6(C)(1) above. The Issuer may at any time and for a specified period of time only, following notice in writing being given to the Trustee and the Bondholders in accordance with Condition 11, reduce the Conversion Price, subject to Condition 6(EG)(iii).
 - (vi) *Trustee and Agents not obliged to Monitor:* Neither the Trustee nor any of the Agents shall be under any duty to monitor whether any event or circumstance has happened or exists which may require an adjustment to be made to the Conversion Price or any calculation (or verification thereof) in connection with the Conversion Price and will not be responsible or liable to Bondholders or any other person for any loss arising from any failure by it to do so or for any delay by the Issuer in making a determination or any erroneous determination in connection with the Conversion Price.
 - (vii) *Notice of Change in Conversion Price:* The Issuer shall give notice to the Bondholders in accordance with Condition 11 and, for so long as the Bonds are listed on the ~~Singapore Stock Exchange~~SGX-ST and the rules of the ~~Singapore Stock Exchange~~SGX-ST so require, the Issuer shall also give notice to the ~~Singapore Stock Exchange~~SGX-ST, of any change in the Conversion Price. Any such notice relating to a change in the Conversion Price shall set forth the event giving rise to the adjustment, the Conversion Price prior to such adjustment, the adjusted Conversion Price and the effective date of such adjustment.
 - (viii) *—Employee share scheme:* No adjustment shall be made to the Conversion Price when Shares or other securities (including rights or options) to subscribe for, purchase or otherwise acquire Shares in accordance with the terms of such securities are issued, offered or granted
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to, or for the benefit of, employees (including directors) of the Issuer or any of its Subsidiaries pursuant to any employee share award or share option scheme which is in compliance with the listing rules of HKSE or, if applicable, those of any Alternative Stock Exchange.

~~(H)~~(G) **Definitions**

For the purposes of these Conditions:

“Alternative Stock Exchange” means at any time, in the case of the Shares, if they are not at that time listed and traded on HKSE, the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in;

“Closing Price” for the Shares for any Trading Day shall be the price published in the daily quotation sheet published by the HKSE or, as the case may be, the equivalent quotation sheet of an Alternative Stock Exchange for such day.

“Current Market Price” means, in respect of a Share on a particular date, the average of the daily Volume Weighted Average Price of one Share on each of the 20 consecutive Trading Days ending on and including the Trading Day immediately preceding such date; provided that if at any time during such 20 Trading Day period the Volume Weighted Average Price shall have been based on a price ex-Dividend (or ex-any other entitlement) and during some other part of that period the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum-any other entitlement) then:

- (a) if the Shares to be issued or transferred and delivered do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price cum-Dividend (or cum- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share; or
- (b) if the Shares to be issued or transferred and delivered rank for the Dividend or entitlement in question, the Volume Weighted Average Price on the dates on which the Shares shall have been based on a price ex-Dividend (or ex- any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof increased by the Fair Market Value of any such Dividend or entitlement per Share;

and provided that if on each of the said 20 Trading Days the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum- any other entitlement) in respect of a Dividend (or other entitlement) which has been declared or announced but the Shares to be issued or transferred and delivered do not rank for that Dividend (or other entitlement), the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Share;

“Distribution” means, on a per Share basis, any dividend or distribution (whether of cash or assets in specie) by the Issuer for any financial period (whenever paid or made and however described) (and for these purposes a distribution of assets in specie includes without limitation an issue of shares or other securities credited as fully or partly paid (other than Shares credited as fully paid to the extent an adjustment to the Conversion Price is made in respect thereof under Condition 6(C)(2)(i)) by way of capitalisation of reserves and including any Scrip Dividend to the extent of the Relevant Cash Dividend) unless it comprises a purchase or redemption of Shares by or on behalf of the Issuer (or a purchase of Shares by or on behalf of a Subsidiary of the Issuer) where the weighted average price (before expenses) on any one day in respect of such purchases does not exceed the average closing market price of the Shares as quoted by the HKSE or, as the case may be, Alternative Stock Exchange, either (1) for the five Trading Days on which transactions in the

Shares were recorded preceding the day of the purchase, or (2) where an announcement has been made of the intention to purchase Shares at some future date at a specified price, on the Trading Day immediately preceding the date of such announcement (excluding, for the avoidance of doubt, general authority for such purchases given by a Shareholders' meeting of the Issuer, or any notice convening such meeting) and, in the case of either (1) or (2), the relevant day is not a Trading Day, the immediately preceding Trading Day.

"Fair Market Value" means, with respect to any asset, security, option, warrant or other right on any date, the fair market value of that asset, security, option, warrant or other right as determined by an Independent Investment Bank, provided that (i) the fair market value of a cash dividend paid or to be paid per Share shall be the amount of such cash dividend per Share determined as at the date of announcement of such dividend; (ii) where options, warrants or other rights are publicly traded in a market of adequate liquidity (as determined by such Independent Investment Bank) the fair market value of such options, warrants or other rights shall equal the arithmetic mean of the daily closing prices of such options, warrants or other rights during the period of five trading days on the relevant market commencing on the first such trading day such options, warrants or other rights are publicly traded;

"HKSE" means The Stock Exchange of Hong Kong Limited;

"Independent Investment Bank" means an independent investment bank of international repute (acting as an expert) selected by the Issuer and notified in writing to the Trustee. If the Issuer fails to select an Independent Investment Bank when required by the Conditions, the Trustee may (at its absolute discretion) but it shall not be obliged to select the Independent Investment Bank;

"Relevant Cash Dividend" means any cash dividend specifically declared by the Issuer;

"Relevant Stock Exchange" means at any time, in respect of the Shares, the HKSE or the Alternative Stock Exchange;

"Scrip Dividend" means any Shares issued in lieu of the whole or any part of any Relevant Cash Dividend being a dividend which the Shareholders concerned would or could otherwise have received and which would not have constituted a Distribution (and for the avoidance of doubt to the extent that no adjustment is to be made under Condition 6(C)(3) in respect of the amount by which the Current Market Price of the Shares exceeds the Relevant Cash Dividend or part thereof);

"Trading Day" means a day when the HKSE or, as the case may be an Alternative Stock Exchange, is open for dealing business, provided that if no Closing Price is reported for one or more consecutive dealing days such day or days will be disregarded in any relevant calculation and shall be deemed not to have been dealing days when ascertaining any period of dealing days.

"Volume Weighted Average Price" means, in respect of a Share on any Trading Day, the order book volume-weighted average price of a Share published by or derived from Bloomberg (or any successor service) page 1194 HK Equity VWAP or such other source as shall be determined to be appropriate by an Independent Investment Bank on such Trading Day, provided that on any such Trading Day where such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share in respect of such Trading Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Trading Day on which the same can be so determined.

References to any issue or offer or grant to Shareholders **"as a class"** or **"by way of rights"** shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders, other than Shareholders by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any such calculation pursuant to this Condition 6(C), such adjustments (if any) shall be made as an Independent Investment Bank may consider appropriate to reflect (a) any consolidation or subdivision of the Shares, (b) issues of Shares by way of capitalisation of profits or reserves, or any like or similar event, (c) the modification of any rights to dividends of Shares or (d) any change in the fiscal year of the Issuer.

7 Payments

(A) Method of Payment

Payment of principal, premium (if any) and interest due other than on an Interest Payment Date will be made by transfer to the registered account of the Bondholder (having the meaning ascribed to it under Condition 7(B)) or by Hong Kong dollar cheque drawn on a bank in Hong Kong mailed to the registered address of the Bondholder if it does not have a registered account. Such payment will only be made after surrender of the relevant Certificate at the specified office of the Principal Agent or any of the other Paying Agents.

Interest on Bonds due on an Interest Payment Date will be paid on the due date for the payment of interest to the holder shown on the Register at the close of business on the fifteenth day before the due date for the payment of interest (the “**Interest Record Date**”). Payments of interest on each Bond will be made by transfer to the registered account of the Bondholder or by Hong Kong dollar cheque drawn on a bank in Hong Kong mailed to the registered address of the Bondholder if it does not have a registered account.

References in these Conditions (other than in Condition 6(A)(i)), the Trust Deed and the Agency Agreement to principal in respect of any Bond shall, where the context so permits, be deemed to include a reference to any premium payable thereon.

If an amount which is due on the Bonds is not paid in full, the Registrar will annotate the Register with a record of the amount (if any) in fact paid.

When making payments to the Bondholders, fractions of one Hong Kong cent will be rounded down to the nearest Hong Kong cent and the Issuer shall not be liable for payment of any fractions.

(B) Registered Accounts

For the purposes of this Condition 7, a Bondholder's registered account means the Hong Kong dollar account maintained by or on behalf of it with a bank in Hong Kong, details of which appear on the Register at the close of business on the second Payment Business Day (as defined below) before the due date for payment, and a Bondholder's registered address means its address appearing on the Register at that time.

(C) Fiscal Laws

All payments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 9. No commissions or expenses shall be charged to the Bondholders in respect of such payments.

(D) Payment Initiation

Where payment is to be made by transfer to a registered account, payment instructions (for value on the due date or, if that is not a Payment Business Day (as defined below), for value on the first following day which is a Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, expense of the holder) on the due date for payment (or, if it is not a Payment Business Day, the immediately following Payment

Business Day) or, in the case of a payment of principal, premium (if any) and interest due other than on an Interest Payment Date, if later, on the Payment Business Day on which the relevant Certificate is surrendered at the specified office of an Agent.

(E) Delay In Payment

Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day, if the Bondholder is late in surrendering its Certificate (if required to do so) or if a cheque mailed in accordance with this Condition arrives after the due date for payment.

(F) Payment Business Day

In this Condition 7, “**Payment Business Day**” means a day other than a Saturday or Sunday on which commercial banks are open for business in Hong Kong and the city in which the specified office of the Principal Agent is located and, in the case of the surrender of a Certificate, in the place where the Certificate is surrendered.

(G) Agents

The initial Agents and their initial specified offices are listed below. The Issuer reserves the right at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of any Agent and appoint additional or replacement Agents provided that it will maintain (i) a Principal Agent, (ii) an Agent having a specified office in Singapore where the Bonds may be presented or surrendered for payment or redemption, so long as the Bonds are listed on the SGX-ST and the rules of that exchange so require (and such agent in Singapore shall be a Paying Agent, a Transfer Agent and a Conversion Agent and shall be referred to in these Conditions as the “**Singapore Agent**”), and (iii) ~~if requested by the Trustee, a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any law implementing European Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000, and~~ (iv) a Registrar with a specified office outside Hong Kong and the United Kingdom. Notice of any changes in any Agent or their specified offices will promptly be given to the Bondholders in accordance with Condition 11.

So long as the Bonds are listed on the ~~Singapore Stock Exchange~~ SGX-ST and the rules of that exchange so require, in the event that the Global Certificate is exchanged for definitive Certificates, the Issuer shall appoint and maintain a paying agent in Singapore, where the Bonds may be presented or surrendered for payment or redemption. In addition, in the event that the Global Certificate is exchanged for definitive Certificates, announcement of such exchange shall be made through the ~~Singapore Stock Exchange~~ SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Certificates, including details of the Singapore agent.

8 Redemption, Purchase and Cancellation

(A) Maturity

Unless previously redeemed, converted or purchased and cancelled as provided herein, the Issuer will redeem each Bond at its outstanding principal amount together with accrued and unpaid interest thereon on 4 ~~August~~ February 2018 2019 (the “**Maturity Date**”). The Issuer may not redeem the

Bonds at its option prior to that date except as provided in Condition 8(B) or Condition 8(C) (but without prejudice to Condition 10).

(B) Redemption for Taxation Reasons

The Bonds may be redeemed, at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Bondholders in accordance with Condition 11 (which notice shall be irrevocable), on the date specified in the Tax Redemption Notice for redemption (the "**Tax Redemption Date**") at their outstanding principal amount as at such date together with accrued but unpaid interest to such date, if (a) the Issuer satisfies the Trustee immediately prior to the giving of such notice that it has or will become obliged to pay Additional Tax Amounts as provided or referred to in Condition 9 as a result of any change in, or amendment to, the laws or regulations of ~~the Cayman Islands~~ Bermuda or Hong Kong or the PRC or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 28 January 2013, and (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Tax Amounts were a payment in respect of the Bonds then due. Prior to the publication of any Tax Redemption Notice pursuant to this Condition, the Issuer shall deliver to the Trustee a certificate signed by two directors of the Issuer stating that the obligation referred to in (a) above of this Condition 8(B) cannot be avoided by the Issuer taking reasonable measures available to it, and the Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the condition precedent set out in (b) above of this Condition 8(B), in which event it shall be conclusive and binding on the Bondholders.

On the Tax Redemption Date, the Issuer (subject to the following paragraph of this Condition 8(B)) shall redeem the Bonds at their principal amount, together with accrued but unpaid interest to the Tax Redemption Date.

If the Issuer issues a Tax Redemption Notice, each Bondholder will have the right to elect that his Bond(s) shall not be redeemed and that the provisions of Condition 9 shall not apply in respect of any payment to be made in respect of such Bond(s) which falls due after the relevant Tax Redemption Date, whereupon no Additional Tax Amounts shall be payable by the Issuer in respect thereof pursuant to Condition 9 and payment of all amounts by the Issuer to such holder in respect of such Bond(s) shall be made subject to the deduction or withholding of any taxation required to be deducted or withheld. To exercise such a right, the relevant Bondholder must complete, sign and deposit at the specified office of the Principal Agent or any other Agent a duly completed and signed notice of election, in the form for the time being current, obtainable from the specified office of any Agent together with the Certificate evidencing the Bonds to be redeemed, on or before the day falling 10 days prior to the Tax Redemption Date.

(C) Redemption at the Option of the Issuer

On giving not less than 37 nor more than 60 days' irrevocable notice (an "**Optional Redemption Notice**") to the Trustee and the Principal Paying Agent in writing and to the Bondholders in accordance with Condition 11, the Issuer may :

at any time on or after 4 October 2018 to and including 4 November ~~February 2018, 6 and to, and including, 4 February 2017, the Issuer may~~ redeem all, but not some only, of the Bonds on the Payment Business Day (as defined in Condition 7(F)) ~~date~~ (the "**First Optional Redemption Date**") specified in the Optional Redemption Notice as being the Optional Redemption Date ~~at 105.0% of~~

their outstanding principal amount together with accrued but unpaid interest to such date ~~plus the Make Whole Amount;~~

If the Issuer issues an Optional Redemption Notice, each Bondholder will have the right to elect that all or some only of such holder's Bond(s) (subject to partial redemption at the Partial Redemption Amount (as defined below) on a per Bond basis) shall not be redeemed (such Bonds in respect of which such election is made, the "Retained Bonds"), provided, however, that any such election must be made in increments of Authorised Denominations. To exercise such a right, the relevant Bondholder must complete, sign and deposit at the specified office of the Principal Agent or any other Agent a duly completed and signed notice of election (setting forth the principal amount of Bonds (in such Authorised Denominations) in respect of which the election is being made), in the form which will be set out in the Optional Redemption Notice to be issued by the Issuer, together with the Certificate evidencing the Bonds to be redeemed, on or before the day falling 10 Business Days prior to the Optional Redemption Date.

On the Optional Redemption Date: (i) all Retained Bonds will be partially redeemed at the Partial Redemption Amount, whereupon the outstanding principal amount of such Retained Bond shall be reduced by the Partial Redemption Amount for all purposes; and (ii) all Bonds other than Retained Bonds shall be redeemed in full by the Company at their outstanding principal amount together with accrued but unpaid interest to such date.

"Partial Redemption Amount" means HK\$362,271.85 per HK\$1,000,000 nominal amount of Bonds.

~~(ix) at any time after 4 February 2017, the Issuer may redeem the aggregate principal amount of Bonds specified below on the date (a "Second Optional Redemption Date") specified in the Optional Redemption Notice, at their principal amount together with accrued but unpaid interest to such date, as follows:~~

~~(a) the aggregate principal amount of Bonds such that after such redemption, the outstanding aggregate principal amount of Bonds remaining is two thirds of the outstanding aggregate principal amount of Bonds as at 4 February 2017 (if such amount or more of the Bonds remain outstanding prior to the Second Optional Redemption Date), exercisable in whole but not in part and on one occasion only, provided that the Volume Weighted Average Price of a Share, for each Trading Day during the period of 30 consecutive Trading Days ending on the date which is no more than 5 Trading Days prior to the date upon which the Optional Redemption Notice is given, was at least 130 per cent. of the Conversion Price then in effect immediately prior to the date upon which notice of such redemption is given;~~

~~(b) the aggregate principal amount of Bonds such that after such redemption, the outstanding aggregate principal amount of Bonds remaining is one third of the outstanding aggregate principal amount of Bonds as at 4 February 2017 (if such amount or more of the Bonds remain outstanding prior to the Second Optional Redemption Date), exercisable in whole but not in part and on one occasion only, provided that the Volume Weighted Average Price of a Share, for each Trading Day during the period of 30 consecutive Trading Days ending on the date which is no more than 5 Trading Days prior to the date upon which the Optional Redemption Notice is given, was at least 140 per cent. of the Conversion Price then in effect immediately prior to the date upon which notice of such redemption is given; and~~

~~(c) all remaining Bonds outstanding, exercisable in whole but not in part and on one occasion only, provided that the Volume Weighted Average Price of a Share, for~~

~~each Trading Day during the period of 30 consecutive Trading Days ending on the date which is no more than 5 Trading Days prior to the date upon which the Optional Redemption Notice is given, was at least 150 per cent. of the Conversion Price then in effect immediately prior to the date upon which notice of such redemption is given;~~

~~and in the case of a redemption of Bonds in accordance with Condition 8(C)(ii)(a) and Condition 8(C)(ii)(b), the Bonds will be redeemed on a pro rata basis assuming a deemed redemption of each Bond in part; and~~

~~(x) — at any time if, immediately prior to the date the relevant Optional Redemption Notice is given, Conversion Rights shall have been exercised and/or purchases (and corresponding cancellations) and/or redemptions effected in respect of 90 per cent. or more in principal amount of the Bonds originally issued (which shall for this purpose include any Optional Bonds).~~

~~On the date falling 12 days prior to each Second Optional Redemption Date, the Issuer shall issue a notice to the Trustee and Bondholders in accordance with Condition 11, setting out (a) the last day on which Conversion Rights may be exercised prior to the relevant Second Optional Redemption Date, and (b) the principal amount of Bonds outstanding as at the date of such notice that remain subject to redemption on the relevant Second Optional Redemption Date.~~

~~In these Conditions, the “**Make Whole Amount**” means the interest which would have accrued under Condition 5 from and including the First Optional Redemption Date to but excluding 4 February 2017.~~

~~The Trustee shall not be responsible for calculating or verifying any calculation of or in connection with the Make Whole Amount and will not be responsible or liable to Bondholders or any other person for any loss arising from any failure to do so.~~

~~In the case of a redemption pursuant to Condition 8(C)(ii) of Bonds represented by the Global Certificate, the Bonds will be redeemed on a pro rata basis (assuming a deemed redemption of each Bond in part) or otherwise in accordance with the rules of the relevant clearing system.~~

(D) Redemption for Delisting or Change of Control

Following the occurrence of a Relevant Event (as defined below), the holder of each Bond will have the right at such holder's option, to require the Issuer to redeem all, but not some only, of such holder's Bonds on the Relevant Event Put Date (as defined below) at their [outstanding](#) principal amount together with accrued but unpaid interest to such date. To exercise such right, the holder of the relevant Bond must deposit at the specified office of the Principal Agent or any other Paying Agent a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the specified office of the Principal Agent or any other Paying Agent (a “**Relevant Event Put Exercise Notice**”), together with the Certificate evidencing the Bonds to be redeemed by not later than 60 days following a Relevant Event, or, if later, 60 days following the date upon which notice thereof is given to Bondholders by the Issuer in accordance with Condition 11. The “**Relevant Event Put Date**” shall be the fourteenth day after the expiry of such period of 60 days as referred to above.

A Relevant Event Put Exercise Notice, once delivered, shall be irrevocable and may not be withdrawn without the Issuer's consent. The Issuer shall redeem the Bonds the subject of the Relevant Event Put Exercise Notice (subject to delivery of the relevant Certificate as aforesaid) on the Relevant Event Put Date.

Within 14 days of the occurrence of a Relevant Event, the Issuer shall give written notice thereof to the Trustee and to the Bondholders in accordance with Condition 11. The notice regarding the Relevant Event shall contain a statement informing Bondholders of their entitlement to exercise their Conversion Rights as provided in these Conditions and their entitlement to exercise their rights to require redemption of their Bonds pursuant to this Condition 8(D). Such Notice shall also specify: (a) the date of such Relevant Event and, all information material to Bondholders concerning the Relevant Event; (b) the Relevant Event Put Date; (c) the last date by which a Relevant Event Put Exercise Notice must be given; (d) the adjusted Conversion Price pursuant to Condition 6(D) if applicable; (e) the procedures that Bondholders must follow and the requirements that Bondholders must satisfy in order to exercise the Relevant Event Put Right or Conversion Right; and (f) the information required by Condition 8(G).

Neither the Agents nor the Trustee shall be required to monitor or to take any steps to ascertain whether a Relevant Event or any event which could lead to a Relevant Event has occurred or may occur.

For the purposes of this Condition 8(D):

“Relevant Event” occurs:

- (i) when the Shares cease to be listed or admitted to trading or suspended for a period equal to or exceeding 30 consecutive Trading Days on the Relevant Stock Exchange; or
- (ii) when there is a Change of Control.

(E) Purchase

The Issuer or any of its Subsidiaries may, subject to applicable laws and regulations, at any time and from time to time purchase Bonds at any price in the open market or otherwise.

(F) Cancellation

All Bonds which are redeemed, converted or purchased by the Issuer or any of its Subsidiaries, will forthwith be cancelled. Certificates in respect of all Bonds cancelled will be forwarded to or to the order of the Registrar and such Bonds may not be reissued or resold.

(G) Redemption Notices

All notices to Bondholders given by or on behalf of the Issuer pursuant to this Condition 8 will be irrevocable and will be given in accordance with Condition 11 specifying: (a) the Conversion Price as at the date of the relevant notice; (b) the last day on which Conversion Rights may be exercised; (c) the Volume Weighted Average Price of the Shares on the latest practicable date prior to the publication of the notice; (d) the applicable redemption amount and accrued interest payable (if any); (e) the date for redemption; (f) the manner in which redemption will be effected; (g) the aggregate principal amount of the Bonds outstanding as at the latest practicable date prior to the publication of the notice; and (h) such other information as the Trustee may in its discretion require.

If more than one notice of redemption is given (being a notice given by either the Issuer or a Bondholder pursuant to this Condition 8), the first in time shall prevail. Neither the Trustee nor the Agents shall be responsible for calculating or verifying any calculations of any amounts payable under these Conditions.

9 Taxation

All payments made by or on behalf of the Issuer in respect of the Bonds shall be made free from any restriction or condition and be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed,

levied collected, withheld or assessed by or on behalf of ~~the Cayman Islands~~Bermuda or Hong Kong or the PRC or any authority thereof or therein having power to tax, unless deduction or withholding of such taxes, duties, assessments or governmental charges is compelled by law. In such event, the Issuer shall pay such additional amounts (“**Additional Tax Amounts**”) as will result in the receipt by the Bondholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no Additional Tax Amounts shall be payable in respect of any Bond:

- (i) *Other connection*: to a holder (or to a third party on behalf of a holder) who is liable to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of his having some connection with ~~the Cayman Islands~~Bermuda or Hong Kong or the PRC other than the mere holding of the Bond or by the receipt of amounts in respect of the Bond;
or
- (ii) *Presentation more than 30 days after the relevant date*: (in the case of a payment of principal or premium (if any)) if the Certificate in respect of such Bond is surrendered more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on surrendering the relevant Certificate for payment on the last day of such period of 30 days.;
- ~~(iii) *Payment to individuals*: where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law implementing European Union Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000; or~~
- ~~(iv) *Payment by another Paying Agent*: presented for payment by or on behalf of a Bondholder who would have been able to avoid such withholding or deduction by presenting the relevant Bond to another Paying Agent in a Member State of the European Union.~~

“**Relevant Date**” means whichever is the later of (a) the date on which such payment first becomes due and (b) if the full amount payable has not been received by the Trustee or the Principal Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Bondholders and cheques despatched or payment made.

References in these Conditions to principal, premium (if any) and interest shall be deemed also to refer to any additional amounts which may be payable under this Condition or any undertaking or covenant given in addition thereto or in substitution therefor pursuant to the Trust Deed.

The provisions of this Condition 9 shall not apply in respect of any payments of interest which fall due after the relevant Tax Redemption Date in respect of any Bonds which are the subject of a Bondholder election pursuant to Condition 8(B).

10 Events of Default

(A) Events of Default

If any of the following events (each an “**Event of Default**”) occurs the Trustee at its discretion may, and if so requested in writing by the holders of not less than 25 per cent. in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution of the Bondholders, shall (subject in either case to being indemnified and/or secured and/or prefunded by the holders to its satisfaction), give notice to the Issuer that the Bonds are, and they shall become, immediately due and repayable at their principal amount together with accrued but unpaid interest (if any) to but excluding the date of payment (subject as provided below and without prejudice to the right of Bondholders to exercise the Conversion Right in respect of their Bonds in accordance with Condition 6) if:

- (i) *Non-Payment*: the Issuer fails to pay the principal of or any premium or interest on any of the Bonds when due and, in the case of interest, such failure continues for a period of five days; or
 - (ii) *Failure to deliver Shares*: any failure by the Issuer to deliver any Shares as and when the Shares are required to be delivered following conversion of Bonds; or
 - (iii) *Breach of Other Obligations*: the Issuer does not perform or comply with any one or more of its other obligations in the Bonds or the Trust Deed which default is incapable of remedy or, if capable of remedy, is not remedied within 30 days after notice of such default shall have been given to the Issuer by the Trustee; or
 - (iv) *Cross-Default*: (a) any other present or future indebtedness of the Issuer or any of its Subsidiaries for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (b) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (c) the Issuer or any of its Subsidiaries fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 10(A)(iv) have occurred equals or exceeds Renminbi 50 million or its equivalent (as determined on the basis of the middle spot rate for the relevant currency against Renminbi as quoted by any leading bank on the day on which such indebtedness becomes due and payable or is not paid or any such amount becomes due and payable or is not paid under any such guarantee or indemnity); or
 - (v) *Enforcement Proceedings*: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or any material part of the property, assets or revenues of the Issuer or any of its Principal Subsidiaries and is not discharged or stayed within 30 days; or
 - (vi) *Security Enforced*: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Principal Subsidiaries becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person) and is not discharged within 30 days; or
 - (vii) *Winding-up*: an order is made or an effective resolution passed for the winding-up or dissolution, judicial management or administration of the Issuer or any of its Principal Subsidiaries (except for a members' voluntary solvent winding up of a Principal Subsidiary), or the Issuer or any of its Principal Subsidiaries ceases or threatens to cease to carry on all or a substantial part of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (a) on terms approved by the Trustee or by an Extraordinary Resolution of the Bondholders, or (b) in the case of a Principal Subsidiary, whereby the undertaking and assets of such Principal Subsidiary are transferred to or otherwise vested in the Issuer or another of its Subsidiaries; or
 - (viii) *Insolvency*: the Issuer or any of its Principal Subsidiaries is (or is, or could be, deemed by law or a court of competent jurisdiction to be) insolvent or bankrupt or unable to pay its debts when due, stops, suspends or threatens to stop or suspend payment of all or any material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral,
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rescheduling or other readjustment of all of (or all of a particular type of) its debts (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer or any of its Principal Subsidiaries; an administrator or liquidator is appointed (or application for any such appointment is made) of all or any material part of the assets and turnover of the Issuer or any of its Principal Subsidiaries; or

- (ix) *Nationalisation*: (a) any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or any material part of the assets of the Issuer or any of its Principal Subsidiaries or (b) the Issuer, or any of its Principal Subsidiaries is prevented from exercising normal control over all or any material part of its property, assets and turnover; or
- (x) *Authorisation and Consents*: any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (a) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Bonds and the Trust Deed, (b) to ensure that those obligations are legally binding on and enforceable against the Issuer, and (c) to make the Bonds and the Trust Deed admissible in evidence in the courts of ~~the Cayman Islands~~[Bermuda](#) or Hong Kong is not taken, fulfilled or done; or
- (xi) *Illegality*: it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Bonds or the Trust Deed; or
- (xii) *Analogous Events*: any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of Conditions 10(A)(i) to 10(A)(xi) (both inclusive).

In this Condition 10, “**Principal Subsidiary**” means any Subsidiary of the Issuer:

- (a) whose revenue or (in the case of a Subsidiary which itself has Subsidiaries) consolidated revenue, as shown by its latest audited income statement are at least 10 per cent. of the consolidated revenue as shown by the latest published audited consolidated income statement of the Issuer and its Subsidiaries; or
 - (b) whose gross profit or (in the case of a Subsidiary which itself has Subsidiaries) consolidated gross profit, as shown by its latest audited income statement are at least 10 per cent. of the consolidated gross profit as shown by the latest published audited consolidated income statement of the Issuer and its Subsidiaries including, for the avoidance of doubt, the Issuer and its consolidated Subsidiaries' share of profits of Subsidiaries not consolidated and of jointly controlled entities and after adjustments for minority interests; or
 - (c) whose total assets or (in the case of a Subsidiary which itself has Subsidiaries) consolidated total assets, as shown by its latest audited balance sheet are at least 10 per cent. of the amount which equals the amount included in the consolidated total assets of the Issuer and its Subsidiaries as shown by the latest published audited consolidated balance sheet of the Issuer and its Subsidiaries; or
 - (d) to which is transferred the whole or substantially the whole of the assets of a Subsidiary which immediately prior to such transfer was a Principal Subsidiary, provided that the Principal Subsidiary which so transfers its assets shall forthwith upon such transfer cease to be a Principal Subsidiary and the Subsidiary to which the assets are so transferred shall
-

cease to be a Principal Subsidiary at the date on which the first published audited accounts (consolidated, if appropriate) of the Issuer prepared as of a date later than such transfer are issued unless such Subsidiary would continue to be a Principal Subsidiary on the basis of such accounts by virtue of the provisions of paragraphs (a), (b) or (c) above of this definition;

provided that, in relation to paragraphs (a), (b) and (c) above of this definition:

- (i) in the case of a corporation or other business entity becoming a Subsidiary after the end of the financial period to which the latest consolidated audited accounts of the Issuer relate, the reference to the then latest consolidated audited accounts of the Issuer for the purposes of the calculation above shall, until consolidated audited accounts of the Issuer for the financial period in which the relevant corporation or other business entity becomes a Subsidiary are published be deemed to be a reference to the then latest consolidated audited accounts of the Issuer adjusted to consolidate the latest audited accounts (consolidated in the case of a Subsidiary which itself has Subsidiaries) of such Subsidiary in such accounts;
- (ii) if at any relevant time in relation to the Issuer or any Subsidiary which itself has Subsidiaries no consolidated accounts are prepared and audited, revenue, gross profit or total assets of the Issuer and/or any such Subsidiary shall be determined on the basis of pro forma consolidated accounts prepared for this purpose by the Issuer;
- (iii) if at any relevant time in relation to any Subsidiary, no accounts are audited, its revenue, gross profit or total assets (consolidated, if appropriate) shall be determined on the basis of pro forma accounts (consolidated, if appropriate) of the relevant Subsidiary prepared for this purpose by the Issuer; and
- (iv) if the accounts of any subsidiary (not being a Subsidiary referred to in proviso (i) above) are not consolidated with those of the Issuer, then the determination of whether or not such subsidiary is a Principal Subsidiary shall be based on a pro forma consolidation of its accounts (consolidated, if appropriate) with the consolidated accounts (determined on the basis of the foregoing) of the Issuer.

In addition, any Subsidiary which is not itself a Principal Subsidiary shall nevertheless be treated as a Principal Subsidiary if the revenue (or consolidated revenue if the Subsidiary itself has Subsidiaries), gross profit (or consolidated gross profit if the Subsidiary itself has Subsidiaries) or total assets (or consolidated total assets if the Subsidiary itself has Subsidiaries) attributable to such Subsidiary when aggregated with the revenue (or consolidated revenue if appropriate), gross profit (or consolidated gross profit if appropriate) or total assets (or consolidated total assets if appropriate) attributable to any other Subsidiary which is not itself a Principal Subsidiary and with respect to which any of the events referred to in this Condition 10 has occurred and is continuing since the issue date of the Bonds, exceeds 10 per cent. of the consolidated revenue, consolidated gross profit or consolidated total assets of the Issuer and its Subsidiaries provided that this paragraph shall not apply where an event results in an Event of Default of a Subsidiary and one or more of its Subsidiaries.

A certificate by two of the directors or other duly authorised offices of the Issuer on behalf of the Issuer that in their opinion (making such adjustments (if any) as they shall deem appropriate) a Subsidiary is or is not or was or was not at any particular time a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Bondholders and all parties to the Trust Deed and the Agency Agreement. The certificate shall be accompanied by a report by an internationally recognised firm of accountants addressed to the directors of the Issuer and the Trustee as to proper extraction of the figures used by the Issuer in determining the Principal Subsidiaries of the Issuer and mathematical accuracy of the calculation.

11 Notices

All notices to Bondholders shall be validly given if mailed to them at their respective addresses in the Register or published in a leading newspaper having general circulation in Asia (which is expected to be the *Asian Wall Street Journal*) and so long as the Bonds are listed on the SGX-ST and if the rules of the SGX-ST so require, published in a leading newspaper having general circulation in Singapore (which is expected to be *The Business Times*). 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.

So long as the Bonds are represented by the Global Certificate and the Global Certificate is held on behalf of Euroclear or Clearstream or the Alternative Clearing System (as defined in the form of the Global Certificate), notices to Bondholders shall be given by delivery of the relevant notice to Euroclear or Clearstream or the Alternative Clearing System, for communication by it to entitled accountholders in substitution for notification as required by the Conditions.

12 Prescription

Claims in respect of amounts due in respect of the Bonds shall be prescribed and become void unless made as required by Condition 7 within ten years (in the case of principal and premium) and five years (in the case of interest) from the appropriate Relevant Date.

13 Replacement of Certificates

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar or any other Agent, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence and indemnity as the Issuer and the Registrar or such other Agent (as the case may be) may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

14 Meetings of Bondholders, Modification and Waiver

(A) Meetings of Bondholders

The Trust Deed contains provisions for convening meetings of Bondholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Bondholders holding not less than 10 per cent in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more persons holding or representing more than 50 per cent. in principal amount of the Bonds for the time being outstanding or, at any adjourned such meeting, two or more persons being or representing Bondholders whatever the principal amount of the Bonds held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (a) to modify the maturity of the Bonds, the ~~First Optional Redemption Date, the Second Optional Redemption Date~~ or the dates on which interest is payable in respect of the Bonds, (b) to modify the circumstances in which the Issuer or Bondholders are entitled to redeem the Bonds pursuant to Conditions 8(B), 8(C) or 8(D), (c) to reduce or cancel the principal amount of, any premium payable in respect of the Bonds or interest, Equivalent Amount payable in respect of the Bonds or changing the method of calculation of interest, (d) to change the currency of denomination or payment of the Bonds, (e) to modify (except by a unilateral and unconditional reduction in the Conversion Price) or cancel the Conversion Rights, or (f) to modify the provisions concerning the quorum required at any meeting of the Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be two or more persons holding or representing not less

than 66 per cent., or at any adjourned meeting not less than 33 per cent., in principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed).

The Trust Deed provides that a written resolution signed by or on behalf of the holders of not less than 90 per cent. of the aggregate principal amount of Bonds outstanding shall be as valid and effective as a duly passed Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.

(B) Modification and Waiver

The Trustee may agree, without the consent of the Bondholders, to (a) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions (together the “**Documentation**”) which in the Trustee’s opinion is of a formal, minor or technical nature, or is made to correct a manifest error, or to comply with any mandatory provision of law, and (b) any other modification to the Documentation (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Documentation which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Bondholders. The Trustee may, without the consent of the Bondholders, determine any Event of Default or a Potential Event of Default (as defined in the Trust Deed) should not be treated as such, provided that in the opinion of the Trustee, the interests of Bondholders will not be materially prejudiced thereby. Any such modification, authorisation or waiver shall be binding on the Bondholders and, unless the Trustee otherwise requires, such modification, authorisation or waiver shall be notified to the Bondholders promptly in accordance with Condition 11.

(C) Entitlement of the Trustee

In connection with the exercise of its functions, rights, powers and/or discretions (including but not limited to those referred to in this Condition 14), the Trustee shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequences of any such exercise upon individual Bondholders.

In the event of the passing of an Extraordinary Resolution in accordance with Condition 14(A), a modification, waiver or authorisation in accordance with Condition 14(B), the Issuer will procure that the Bondholders be notified in accordance with Condition 11.

15 Enforcement

The Trustee may, at any time, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce the terms of the Trust Deed and the Bonds, but it needs not take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or shall have been so requested in writing by the holders of not less than 25 per cent. in principal amount of the Bonds then outstanding and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder may proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and such failure is continuing.

16 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility including from taking proceedings unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

The Trustee may rely without liability to Bondholders on any report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or any other person or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice and in such event such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee and the Bondholders.

17 Further Issues

The Issuer may from time to time without the consent of the Bondholders create and issue further securities either having the same terms and conditions as the Bonds in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Bonds) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Bonds include (unless the context requires otherwise) any other securities issued pursuant to this Condition 17 and forming a single series with the Bonds. Any further securities forming a single series with the outstanding securities of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of securities of other series where the Trustee so decides.

The Issuer has granted to the Manager an option which can be exercised at any time, in whole or in part and on one or more occasions, on or before the 30th day following 4 February 2013, up to additional HK\$134,000,000 in aggregate principal amount of the Bonds.

18 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

19 Governing Law and Submission to Jurisdiction

(A) Governing Law

The Bonds, the Trust Deed and the Agency Agreement and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

(B) Jurisdiction

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Bonds and accordingly any legal action or proceedings arising out of or in connection with the Bonds (“**Proceedings**”) may be brought in such courts. Pursuant to the Trust Deed, the Issuer has irrevocably submitted to the jurisdiction of such courts.

(C) *Agent for Service of Process*

Pursuant to the Trust Deed, the Issuer has irrevocably appointed an agent in England to receive service of process in any Proceedings in England based on any of the Bonds.

Signed for and on behalf of

MUNSUN CAPITAL GROUP LIMITED

By: _____

PRINCIPAL AGENT

The Bank of New York Mellon, London Branch

One Canada Square
London E14 5AL
United Kingdom

REGISTRAR

The Bank of New York Mellon SA/NV, Luxembourg Branch

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L-2453 Luxembourg

TABULATION AGENT

The Bank of New York Mellon, London Branch

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London E14 5AL
United Kingdom

Tel: +44 1202 689644

Fax: +44 20 7964 2536

Attention: Debt Restructuring Services/Project Dawnlight

Email: debtstructuring@bnymellon.com

This notice is given by:

MUNSUN CAPITAL GROUP LIMITED

21 December 2017

THE ISSUER

Munsun Capital Group Limited

Principal Place of Business in Hong Kong

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99 Queen's Road Central
Hong Kong

Registered Office

Clarendon House
2 Church Street
Hamilton HM11
Bermuda

TRUSTEE

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United Kingdom

PRINCIPAL AGENT

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CONSENT SOLICITATION AGENT

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Attention: Debt Restructuring Services/Project Dawnlight

Email: debtrestructuring@bnymellon.com