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ISSUE OF US\$200,000,000 3.80% CREDIT ENHANCED GREEN NOTES DUE 2025

Reference is made to the announcement of the Company dated 20 April 2022 in relation to, among others, the proposed issue of the Notes. The Board is pleased to announce that on 20 April 2022, the Company, together with the Issuer, entered into the Subscription Agreement with the Joint Lead Managers in connection with the issue of the Notes in the principal amount of US\$200,000,000.

The estimated gross proceeds of the issue of the Notes is US\$200,000,000. The Group intends to use the net proceeds (after deducting any discount, fees, commissions and expenses payable in connection with the issue of the Notes) to repay the existing medium and long-term external indebtedness of the Group due within one year and in accordance with its green finance framework.

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THE SUBSCRIPTION AGREEMENT

Date	20 April 2022
Parties	the Issuer as the issuer; the Company as the guarantor; and the Joint Lead Managers as the joint lead managers.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Joint Lead Managers and their respective ultimate beneficial owners is a third party independent of the Company and its connected persons.

The Notes, the Guarantee and the Irrevocable Standby Letter of Credit have not been and will not be registered under the U.S. Securities Act and subject to certain exceptions, may not be offered or sold within the United States. The Notes, the Guarantee and the Irrevocable Standby Letter of Credit are being offered and sold only outside of the United States in offshore transactions in accordance with Regulation S under the U.S. Securities Act. The Notes will be unconditionally and irrevocably guaranteed by the Company. Payments of principal and interest in respect of the Notes and the fees and expenses and other amounts in connection with the Notes and the Trust Deed will have the benefit of the Irrevocable Standby Letter of Credit. None of the Notes will be offered to the public in Hong Kong.

Principal Terms

Notes Offered

Subject to the closing conditions, the Issuer will issue the Notes in the principal amount of US\$200,000,000, which will mature on 26 April 2025, unless earlier redeemed, or purchased and cancelled, pursuant to the terms thereof.

Offering Price

The offering price of the Notes will be 100% of the principal amount of the Notes.

Interest

The Notes will bear interest from and including 26 April 2022 at the rate of 3.80% per annum, payable semi-annually in arrears on 26 April and 26 October of each year.

Status of the Notes

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

Status of the Guarantee

The Guarantor will unconditionally and irrevocably guarantee the due payment of all sums expressed to be payable by the Issuer under the Trust Deed and the Notes. The obligations of the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.

Irrevocable Standby Letter of Credit

The Notes will have the benefit of the Irrevocable Standby Letter of Credit issued by the LC Bank in favour of the Trustee, for itself and on behalf of the holders of the Notes. The Irrevocable Standby Letter of Credit shall be drawable by the Trustee as beneficiary under the Irrevocable Standby Letter of Credit for itself and on behalf of the holders of the Notes upon the presentation of a demand sent by or on behalf of the Trustee to the LC Bank stating that (i) there has been a failure to comply with the pre-funding requirements under the terms and conditions of the Notes, or (ii) an event of default has occurred and, in accordance with the applicable provisions under the terms and conditions of the Notes, the Trustee has given notice in writing to the Issuer that the Notes are immediately due and payable.

The payment made under the Irrevocable Standby Letter of Credit in respect of any amount payable under the terms and conditions of the Notes or in connection with, among others, the Notes, the Guarantee or the Trust Deed shall, to the extent of the drawing paid to or to the order of the Trustee, satisfy the obligations of the Issuer and the Guarantor in respect of such amount payable under the terms and conditions of the Notes or in connection with, among others, the Notes, the Guarantee or the Trust Deed.

Pre-funding

By no later than ten business days before the due date of any amount under the terms and conditions of the Notes (other than the mandatory redemption amount payable under the Notes), the Issuer or the Guarantor shall unconditionally pay or procure such payment to be paid into a pre-funding account and deliver to the Trustee and the principal agent certain required confirmations in accordance with the terms and conditions of the Notes.

Events of Default

The events of default with respect to the Issuer and the Guarantor under the Notes include, among others:

- (i) there has been a failure to pay the principal or premium of or any interest on any of the Notes when due and such failure continues for a period of seven days in the case of principal and 14 days in the case of interest;
- (ii) the Issuer or the Guarantor fails to perform or comply with any one or more of their other respective obligations in the Notes or the Trust Deed or under the Guarantee which default is in the opinion of the Trustee incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not remedied within 30 days after notice of such default shall have been given to the Issuer or the Guarantor by the Trustee;

- (iii) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer, the Guarantor or any of the Guarantor's principal subsidiaries and is not discharged or stayed within 45 days;
- (iv) any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer, the Guarantor or any of the Guarantor's 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);
- (v) the Issuer, the Guarantor or any of the Guarantor's principal subsidiaries is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, 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 (which expression shall not include any deferral of principal originally contemplated and made in accordance with the terms of any loan or other debt-related agreement) 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, the Guarantor or any of the Guarantor's principal subsidiaries;
- (vi) an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer, the Guarantor or any of the Guarantor's principal subsidiaries, or the Issuer, the Guarantor or any of the Guarantor's principal subsidiaries ceases or threatens to cease to carry on all or a substantial part of its business or operations, except for certain specified exceptions;
- (vii) any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer, the Guarantor or any of the Guarantor's principal subsidiaries;
- (viii) 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 and the Guarantor lawfully to enter into, exercise their respective rights and perform and comply with their respective obligations under the Notes and the Trust Deed, (b) to ensure that those obligations are legally binding and enforceable, and (c) to make the Notes and the Trust Deed admissible in evidence in the Hong Kong courts is not taken, fulfilled or done;
- (ix) it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any one or more of its obligations under any of the Notes or the Trust Deed or the Guarantee;
- (x) the Issuer ceases to be a subsidiary wholly-owned and controlled, directly or indirectly, by the Guarantor;
- (xi) the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect;
- (xii) the Irrevocable Standby Letter of Credit is not (or is claimed by the LC Bank not to be) enforceable, valid or in full force and effect; or

- (xiii) 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 sub-paragraphs (i) to (xii) above (both inclusive).

Final Redemption

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their principal amount on 26 April 2025.

Redemption for Taxation Reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 days' nor more than 60 days' notice to the Trustee, the principal agent in writing and to the holders of the Notes, at their principal amount together with interest, if any, accrued to (but excluding) the date fixed for redemption and unpaid, in the event of certain changes affecting taxes of certain jurisdictions, as further described in the terms and conditions of the Notes.

Redemption for Put Event

At any time following the occurrence of any of the following events, accompanied with a downgrade in the ratings of the Guarantor within six months (subject to certain conditions), the holder of any Notes shall have the right, at such holder's option, to require the Issuer to redeem all, and not some only, of that holder's Notes on the relevant put event redemption date at 100% of their principal amount, together with interest, if any, accrued to (but excluding) the relevant put event redemption date and unpaid:

- (i) China Life and its wholly-owned subsidiaries together cease to be the single largest shareholder of the Guarantor; or
- (ii) China Life and its wholly-owned subsidiaries together cease to have a nominee director on the Board of the Guarantor.

Redemption at the Option of the Issuer

On giving not less than 30 days' nor more than 60 days' notice to the Trustee and the principal agent in writing and to the holders of the Notes, the Issuer may at any time from or after 26 March 2025, redeem the Notes, in whole but not in part, at 100% of their principal amount, together with interest, if any, accrued to (but excluding) the redemption date specified in the option redemption notice and unpaid.

Mandatory Redemption upon Pre-funding Failure

The Notes shall be redeemed in whole, but not in part, at their principal amount on the interest payment date falling immediately after the date the pre-funding failure notice is given to the holders of the Notes in accordance with the terms and conditions of the Notes, together with interest accrued to, but excluding, the mandatory redemption date save for certain exceptions under the terms and conditions of the Notes.

INFORMATION OF THE GROUP AND USE OF PROCEEDS

The Group is a leading large-scale property developer with developments in key economic regions in the PRC, including the Beijing Region, the Bohai Rim Region, the Eastern Region, the Southern Region, the Central Region and the Western Region. The Group's core businesses include development of residential property, investment property development and operation, property services and whole-industrial chain construction services, along with synergic businesses in real estate financing, senior living service, logistics real estate and internet data center, etc..

The estimated gross proceeds of the issue of the Notes is US\$200,000,000. The Group intends to use the net proceeds (after deducting any discount, fees, commissions and expenses payable in connection with the issue of the Notes) to repay the existing medium and long-term external indebtedness of the Group due within one year and in accordance with its green finance framework.

LISTING AND RATINGS

Application will be made to the Stock Exchange for the listing of, and permission to deal in, the Notes by way of debt securities issued to Professional Investors (as defined in Chapter 37 of the Rules Governing the Listing of Securities on the Stock Exchange) only. A confirmation on the eligibility for the listing of the Notes has been received from the Stock Exchange. Listing of the Notes on the Stock Exchange is not to be taken as an indication of the commercial merits or credit quality of the Issuer, the Company or the Notes.

The Notes are expected to be rated "Baa3" by Moody's. Credit rating accorded to the Notes is not a recommendation to purchase, hold or sell the Notes. There can be no assurance that the rating will remain in effect for a given period or that the rating will not be revised by the rating agencies in the future. The Company is rated "Baa3" by Moody's, "BBB-" by Fitch and "BBBg+" by CCXAP.

DEFINITIONS

Unless otherwise defined, the following expressions in this announcement have the following meanings:

"ABC International"	ABCI Capital Limited, one of the joint lead managers and joint bookrunners in respect of the issue of the Notes
"Board"	the board of Directors
"CCXAP"	China Chengxin (Asia Pacific) Credit Ratings Company Limited and its affiliates
"China Life"	China Life Insurance Company Limited (中國人壽保險股份有限公司), a joint stock limited liability company established under the laws of the PRC, the shares of which are listed on The New York Stock Exchange, the Stock Exchange and The Shanghai Stock Exchange, being a substantial shareholder of the Company

“China Minsheng Banking Corp., Ltd., Hong Kong Branch”	China Minsheng Banking Corp., Ltd., Hong Kong Branch, one of the joint global coordinators, joint lead managers and joint bookrunners in respect of the issue of the Notes
“China Zheshang Bank Co., Ltd. (Hong Kong Branch)”	China Zheshang Bank Co., Ltd. (Hong Kong Branch), one of the joint global coordinators, joint lead managers and joint bookrunners in respect of the issue of the Notes
“Company” or “Guarantor”	Sino-Ocean Group Holding Limited (遠洋集團控股有限公司), a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 03377)
“connected person(s)”	has the meaning ascribed to it under the Rules Governing the Listing of Securities on the Stock Exchange
“Director(s)”	the director(s) of the Company
“Fitch”	Fitch Ratings Ltd. and its affiliates
“Group”	the Company and its subsidiaries
“Guarantee”	the guarantee unconditionally and irrevocably provided by the Company in respect of the Notes
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“HSBC”	The Hongkong and Shanghai Banking Corporation Limited, one of the joint global coordinators, joint lead managers and joint bookrunners in respect of the issue of the Notes and the sole green structuring bank of the Group
“Irrevocable Standby Letter of Credit”	an irrevocable standby letter of credit issued by the LC Bank in favour of the Trustee, on behalf of itself and the holders of the Notes, in relation to the Notes
“Issuer”	Sino-Ocean Land Treasure IV Limited (遠洋地產寶財IV有限公司), a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of the Company
“Joint Lead Managers”	HSBC, China Zheshang Bank Co., Ltd. (Hong Kong Branch), China Minsheng Banking Corp., Ltd., Hong Kong Branch and ABC International
“LC Bank”	China Zheshang Bank Co., Ltd. Beijing Branch
“Moody’s”	Moody’s Investors Service, Inc. and its affiliates

“Notes”	the US\$ denominated credit enhanced green notes due 2025 in the principal amount of US\$200,000,000 to be issued by the Issuer and guaranteed by the Company with the benefit of an irrevocable standby letter of credit issued by the LC Bank
“PRC”	the People’s Republic of China, excluding Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan for the purpose of this announcement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Agreement”	the subscription agreement dated 20 April 2022 and entered into among the Issuer, the Company and the Joint Lead Managers in relation to the Notes
“Trust Deed”	the trust deed (as amended and supplemented from time to time) to be dated on or about 26 April 2022 and to be made between the Issuer, the Company and the Trustee as trustee for the holders of the Notes
“Trustee”	The Bank of New York Mellon, London Branch
“U.S. Securities Act”	the United States Securities Act of 1933, as amended from time to time
“United States”	the United States of America
“US\$”	United States dollars, the lawful currency of the United States
“%”	per cent.

By order of the Board
Sino-Ocean Group Holding Limited
CHAN King Tak
Company Secretary

Hong Kong, 21 April 2022

As at the date of this announcement, the Board comprises Mr. LI Ming, Mr. WANG Honghui and Mr. CUI Hongjie as executive Directors; Ms. HUANG Xiumei, Mr. ZHAO Peng, Mr. HOU Jun, Mr. CHEN Ziyang and Mr. ZHAN Zhong as non-executive Directors; and Mr. HAN Xiaojing, Mr. SUEN Man Tak, Mr. WANG Zhifeng, Mr. JIN Qingjun and Ms. LAM Sin Lai Judy as independent non-executive Directors.