

EXECUTION VERSION

WANDA PROPERTIES INTERNATIONAL CO. LIMITED
萬達地產國際有限公司
as Issuer

WANDA COMMERCIAL PROPERTIES (HONG KONG) CO. LIMITED
萬達商業地產(香港)有限公司
as Subsidiary Guarantor

WANDA REAL ESTATE INVESTMENTS LIMITED
萬達地產投資有限公司
as Subsidiary Guarantor

WANDA COMMERCIAL PROPERTIES OVERSEAS LIMITED
萬達商業地產海外有限公司
as Subsidiary Guarantor

THE BANK OF NEW YORK MELLON, LONDON BRANCH
as Trustee

THE BANK OF NEW YORK MELLON, LONDON BRANCH
as Principal Paying Agent

and

THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH
(FORMERLY KNOWN AS THE BANK OF NEW YORK MELLON (LUXEMBOURG)
S.A.)
as Registrar and Transfer Agent

SUPPLEMENTAL AGENCY AGREEMENT
RELATING TO THE AGENCY AGREEMENT
IN RESPECT OF THE
U.S.\$600,000,000 7.25 PER CENT.
GUARANTEED BONDS DUE 2024

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THIS AGREEMENT is made on 18 December 2023

BETWEEN:

- (1) **WANDA PROPERTIES INTERNATIONAL CO. LIMITED** 萬達地產國際有限公司 (the "**Issuer**");
- (2) **WANDA COMMERCIAL PROPERTIES (HONG KONG) CO. LIMITED** 萬達商業地產(香港)有限公司, **WANDA REAL ESTATE INVESTMENTS LIMITED** 萬達地產投資有限公司 and **WANDA COMMERCIAL PROPERTIES OVERSEAS LIMITED** 萬達商業地產海外有限公司 (together, the "**Subsidiary Guarantors**", and each a "**Subsidiary Guarantor**");
- (3) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, a banking corporation organised and existing under the laws of the State of New York with limited liability and operating through its branch in London at 160 Queen Victoria Street, London, EC4V 4LA, United Kingdom as trustee (the "**Trustee**");
- (4) **THE BANK OF NEW YORK MELLON, LONDON BRANCH**, a banking corporation organised and existing under the laws of the State of New York with limited liability and operating through its branch in London at 160 Queen Victoria Street, London, EC4V 4LA, United Kingdom as principal paying agent (the "**Principal Paying Agent**"); and
- (5) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH (FORMERLY KNOWN AS THE BANK OF NEW YORK MELLON (LUXEMBOURG) S.A.)** as registrar and transfer agent (the "**Registrar**" and the "**Transfer Agent**", respectively).

WHEREAS:

- (A) The Issuer, the Subsidiary Guarantors, the Trustee, the Principal Paying Agent, the Registrar and the Transfer Agent have entered into an agency agreement dated 29 January 2014 (the "**Principal Agency Agreement**") in respect of the U.S.\$600,000,000 7.25 per cent guaranteed bonds due 2024 (the "**Bonds**") issued by the Issuer on 29 January 2014 unconditionally and irrevocably guaranteed by the Subsidiary Guarantors and with benefit of a keepwell deed and a deed of equity interest purchase undertaking provided by Dalian Wanda Commercial Management Group Co., Ltd. (大连万达商业管理集团股份有限公司) (formerly known as Dalian Wanda Commercial Properties Co., Ltd. (大连万达商业地产股份有限公司)).
- (B) By an Extraordinary Resolution dated 13 December 2023, the Bondholders consented to, among other things, amend the Principal Agency Agreement, and requested the Trustee, Principal Paying Agent, the Registrar and the Transfer Agent to concur in such amendments and execute this supplemental agency agreement (the "**Supplemental Agency Agreement**").

1. **DEFINITIONS AND INTERPRETATION**

All words and expressions defined in the Principal Agency Agreement shall where the context so requires and admits have the same meanings in this Supplemental Agency Agreement and the principles of interpretation specified in clause 1 (*Interpretation*) of the Principal Agency Agreement shall where the context so requires and admits also apply to this Supplemental Agency Agreement.

2. **AMENDMENTS TO THE PRINCIPAL AGENCY AGREEMENT**

The Principal Agency Agreement, with effect from the date hereof, shall be amended as follows:

- 2.1 Clause 5.2 (*Pre-advice of Payment*) of the Principal Agency Agreement shall be deleted in its entirety and replaced with the following:

"5.2.1 Pre-advice of Payment

The Issuer, failing whom the Subsidiary Guarantors, shall ensure that no later than 10:00 a.m. (London time) on the Business Day preceding the date on which the payment to the Principal Paying Agent required by Clause 5.1 is to be made that the Principal Paying Agent shall receive a copy of an irrevocable payment instruction from the Issuer or any of the Subsidiary Guarantors, as the case may be, to such bank, in any case, confirming the relevant account details, the amount and the value date for such payment. For the avoidance of doubt, this Clause 5.2.1 shall not apply to any mandatory redemption of the Issuer in accordance with Condition 6(aa).

5.2.2 Notification of payment of Interest Reserve Fund on January 5, 2024

The Principal Paying Agent shall within two Business Days give notification to the Issuer, the Trustee and the Account Bank that the funds received under Condition 4(c) have been paid by or on behalf of the Principal Paying Agent on the due date therefor subject to and in accordance with the Conditions.";

- 2.2 Clause 7.1 (*Notice to Principal Paying Agent*) of the Principal Agency Agreement shall be deleted in its entirety and replaced with the following:

"7.1 Notice to Principal Paying Agent

If the Issuer intends to redeem all or some of the Bonds under Condition 6 before their stated maturity date, it shall, at least 14 days before the latest date for the publication of the notice of redemption required to be given to Bondholders, give written notice of such intention to the Principal Paying Agent and the Trustee stating the date on which such Bonds are to be redeemed and the principal amount of Bonds to be redeemed. For the avoidance of doubt, this Clause 7.1 shall not apply to any mandatory redemption of the Issuer in accordance with Condition 6(aa)."; and

- 2.3 Clause 7.2 (*Drawing on Partial Redemption*) of the Principal Agency Agreement shall be deleted in its entirety.

3. **FURTHER ASSURANCE**

The parties hereto agree that they will do all such further acts and things and execute any further documents as the Trustee, the Principal Paying Agent, the Registrar and the Transfer Agent may require as being necessary to give full effect to the arrangements contemplated by this Agreement.

4. **AGENCY AGREEMENT**

This Supplemental Agency Agreement is supplemental to the Principal Agency Agreement and subject to the amendments to be effected to the Principal Agency Agreement hereunder, the Principal Agency Agreement and the Bonds shall remain in full force and effect and the Principal Agency Agreement and this Supplemental Agency Agreement shall be read and construed together as one agreement, provided always that in the event of any inconsistency between the Principal Agency Agreement and this Agreement, the provisions of this Agreement shall override such inconsistent provisions of the Principal Agency Agreement.

5. **NOTICES**

5.1 A memorandum of this Supplemental Agency Agreement shall be endorsed on the original of the Principal Agency Agreement by the Trustee, the Principal Paying Agent, the Registrar and the Transfer Agent and on the duplicate thereof by the Issuer and the Subsidiary Guarantors.

5.2 The address, fax number and attention details set out in clause 20 (*Communication*) of the Principal Agency Agreement in respect of the Issuer, the Subsidiary Guarantors and the Trustee shall be deleted in their entirety and replaced with the following:

in the cases of the Issuer or the Subsidiary Guarantors at:

23/F., Block B, Wanda Plaza
93 Jianguo Road, Chaoyang District
Beijing, China (100022)

Fax no.: +86 10 8585 3222
Attention: Financial Manager, Finance Department

in the cases of the Trustee, the Principal Paying Agent or any of the other Agents at:

The Bank of New York Mellon, London Branch
160 Queen Victoria Street
London EC4V 4LA
United Kingdom

Fax no.: +44 207 964 2509
Attention: Global Corporate Trust

5.3 Other than as set out above, the provisions in clause 20 (*Communication*) of the Principal Agency Agreement shall remain in full force and effect.

6. **COUNTERPARTS**

This Supplemental Agency Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

7. **GOVERNING LAW AND JURISDICTION**

7.1 This Supplemental Agency Agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of Hong Kong.

7.2 Clause 22 (*Governing Law and Jurisdiction*) of the Principal Agency Agreement shall apply, *mutatis mutandis*, to this Supplemental Agency Agreement, except that service of process in Hong Kong to Wanda Commercial Properties (Hong Kong) Co. Limited 萬達商業地產(香港)有限公司 as the authorised agent appointed thereunder will be at its principal place of business (currently at Unit 3007, 30th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong).

8. **THIRD PARTY RIGHTS**


A person who is not a party to this Supplemental Agency Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of Hong Kong to enforce any term of this Supplemental Agency Agreement.

THIS SUPPLEMENTAL AGENCY AGREEMENT has been entered into on the date stated at the beginning.

WANDA PROPERTIES INTERNATIONAL CO. LIMITED

萬達地產國際有限公司


as Issuer

By: 

Name: Han Xu

Title: Director


WANDA COMMERCIAL PROPERTIES (HONG KONG) CO. LIMITED
萬達商業地產(香港)有限公司
as Subsidiary Guarantor

By: 


WANDA REAL ESTATE INVESTMENTS LIMITED

萬達地產投資有限公司

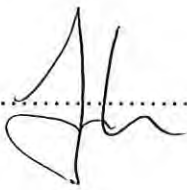
as Subsidiary Guarantor

By: 
Name: Han Xu
Title: Authorised Signatory

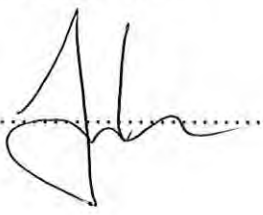
WANDA COMMERCIAL PROPERTIES OVERSEAS LIMITED
萬達商業地產海外有限公司
as Subsidiary Guarantor

By: 
Name: Han Xu
Title: Authorised Signatory

THE BANK OF NEW YORK MELLON, LONDON BRANCH
as Trustee

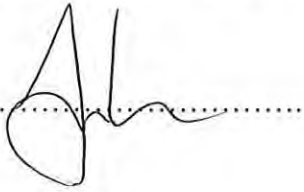
By: 

THE BANK OF NEW YORK MELLON, LONDON BRANCH
as Principal Paying Agent

By:


THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH
as Registrar and Transfer Agent

By:

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a cursive name, written over a dotted line.