



Emerald Plantation Holdings Limited

(the "Company" or "Emerald")

Notice of Consent Solicitation dated November 25, 2013

To holders (the "**Noteholders**") of US\$300,000,000 6.00% Guaranteed Senior Notes due 2020 (CUSIP No. 29101W AA4) (the "**Notes**") issued by the Company pursuant to an Indenture dated 30 January 2013 (as amended, the "**Indenture**") between the Company, Computershare Trust Company, N.A., as Trustee and Security Trustee (the "**Trustee**"), and the Initial Subsidiary Guarantors listed therein.

As Noteholders will be aware, the Notes were issued and the Indenture entered into as part of the restructuring of Sino-Forest Corporation under which substantially all of the assets of the Sino-Forest group were transferred to the Company.

As set out in the Interim Report of the Company for the period to 30 June 2013, which was distributed to the Company's shareholders and the Noteholders on 30 September 2013, the Company has formulated a plan for asset realisation aimed at disposing certain non-core assets through a series of separate transactions. In formulating this proposal, the Company has had regard to the covenants imposed on it under the Indenture and the extent to which such covenants might prevent or delay disposals or restructuring actions intended to be taken by the Company.

As set out more fully in the attached Consent Solicitation Statement, in order to enable the Company to pursue asset realisations in a timely manner and to undertake internal restructuring actions which the Company considers will be beneficial for both Noteholders and shareholders, the Company is seeking consent from Noteholders to the Company and the Trustee entering into amendments to the Indenture as follows:

1. To facilitate the sale of shares in Restricted Subsidiaries incorporated in the People's Republic of China (the "PRC")

Presently, the Indenture requires that for the sale of all or substantially all of the shares in a Restricted Subsidiary, the Company must have a Fixed Charge Coverage Ratio (calculated in accordance with the Indenture) of not less than 2.0 to 1.0 (taking into account the disposal) where the disposed shares have a Fair Market Value in excess of US\$5,000,000. The

Company does not presently have a Fixed Charge Coverage Ratio of 2.0 to 1.0 and it is not clear if and when this ratio will be achieved.

In the meantime, the Company considers that the sale of shares in companies incorporated in the PRC may be a quicker and less costly route to realising assets in the PRC than a piecemeal sale of the assets of such companies. Accordingly, to allow the Company flexibility to pursue transactions which could be structured as a sale of shares in a PRC company, the Company is seeking the removal of the Fixed Charge Coverage Ratio for sales of shares in Restricted Subsidiaries that are not also Subsidiary Guarantors.

2. To facilitate asset sales by Restricted Subsidiaries incorporated in the PRC

Where an asset sale in excess of US\$5,000,000 constitutes the sale of substantially all of the assets that constitute a division or line of business of the Company or any Restricted Subsidiary, the Indenture again provides that such a sale can only occur if the Company has a Fixed Charge Coverage Ratio of 2.0 to 1.0.

The Company's proposal for asset disposals will potentially require the sales of substantially all of the assets of one or more individual companies incorporated in the PRC. Again, to give the Company flexibility to pursue such transactions in a timely manner the Company is seeking the removal of the Fixed Charge Coverage Ratio for such sales.

3. To facilitate the sale of shares in Subsidiary Guarantors

Equally, it is possible that the most appropriate and beneficial transaction structure for some disposals within the proposal for asset realisations would be the sale of an offshore subsidiary company which either holds assets itself (for example the British Virgin Islands holding structure) or holds the shares in asset owning companies in the PRC. As such, the Company is seeking the removal of the Fixed Charge Coverage Ratio for such sales.

4. To expressly provide for the release of guarantees and security required to deliver a solvent liquidation of Subsidiary Guarantors.

The Emerald group contains a substantial number of companies incorporated in various jurisdictions. Notwithstanding that some companies are dormant, there remain costs associated with maintaining these companies. To the extent that releases of guarantees and security can be granted to facilitate solvent liquidations, this will allow the group to achieve cash savings through removing unnecessary costs.

The Company will remain subject to all the other provisions relating to the conduct of Asset Sales including the requirement for the Board or a duly authorised committee of the Board to assess and approve the Fair Market Value of a transaction and the requirement to carry forward and accumulate proceeds and to pay proceeds in excess of US\$10 million in respect of any particular sale into the Mandatory Prepayment Account to be used as required under the Indenture.

The board of the Company considers that the above amendments will be in the best interests of Noteholders in allowing the Company to pursue the disposal of assets in a timely manner on the most favourable terms with greater flexibility as to the structure through which such disposals can be made. Noteholders are asked to respond as soon as possible to the request.

At the same time, the Company will also amend the Indenture to remove the requirement that transfers of Notes must exceed a minimum amount of US\$2,000 and be in exact multiples of US\$1,000 to facilitate the transfer of the holdings resulting from the restructuring which often are not in exact multiples.

For further details of the proposed amendments and the consent procedures, Noteholders are advised to refer to the attached Consent Solicitation Statement which has also been made available to all persons in whose name a Note was registered at 5:00 p.m., New York City time, on November 18, 2013 and their duly designated proxies. Noteholders are also advised to refer to the instructions contained within the Consent Solicitation Statement and vote using the Consent Letter received by mail.

The consent solicitation will expire at **11:59 p.m., New York City time, on December 19, 2013** unless extended or earlier terminated.

This announcement is for information purposes only and is neither an offer to sell nor a solicitation of an offer to buy any security. This announcement is also not a solicitation of consents with respect to the proposed amendments or any securities. The solicitation of consents is not being made in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable state or foreign securities or "blue sky" laws.

For enquiries, please contact the Solicitation Agent and Information Agent, Georgeson Inc., at (888) 605-8334 (toll free) or +1 (781) 575-2137 (international callers), or the Company at consentquestions@emerald-plantation.com.

Emerald Plantation Holdings Limited

28 November 2013



Emerald Plantation Holdings Limited

Solicitation of Consents Relating to the

Indenture, dated as of January 30, 2013 between Emerald Plantation Holdings Limited, Computershare Trust Company, N.A., as trustee and security trustee, and the initial subsidiary guarantors listed therein

CUSIP Number: 29101W AA4

THIS CONSENT SOLICITATION WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME ON DECEMBER 19, 2013, UNLESS EXTENDED OR EARLIER TERMINATED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE “EXPIRATION DATE”). IN THE EVENT THE EXPIRATION DATE IS EXTENDED, WE WILL ISSUE A NOTICE ON OUR WEBSITE AT <http://www.emeraldplantationholdings.com/news/company-releases/> NO LATER THAN 9:00 A.M., NEW YORK CITY TIME ON DECEMBER 20, 2013.

Emerald Plantation Holdings Limited, an exempted company incorporated in the Cayman Islands (“we,” “us,” “the Company” or “Emerald”) hereby solicits (this “Consent Solicitation”) from Noteholders (as defined herein) consents (the “Consents”) to the proposed amendments (the “Proposed Amendments”) to the Indenture (as defined herein) upon the terms and subject to the conditions set out in this Consent Solicitation.

This Consent Solicitation is being made to all persons in whose name a Note (as defined herein) was registered at 5:00 p.m., New York City time, on November 18, 2013 (the “Record Date”) and their duly designated proxies. There will be no payment for the Consents.

Subject to the terms and conditions set forth in this Consent Solicitation Statement, the Company will accept all properly completed, executed and dated Consents received by the Tabulation Agent prior to the Expiration Date. The Company reserves the right to terminate or extend the Consent Solicitation in its sole discretion. The term “Expiration Date” shall mean the time and date on or to which the Consent Solicitation is so terminated or extended.

None of the Trustee, the Security Trustee or the Solicitation Agent (each as defined herein) makes any recommendation as to whether or not Noteholders should provide Consents.

The date of this Consent Solicitation Statement is November 25, 2013.

The Solicitation Agent for this Consent Solicitation is:

Georgeson

**480 Washington Boulevard, 26th Floor
Jersey City, NJ 07310**

**Toll Free: (888) 605-8334
International Holders: (781) 575-2137**

HOLDERS OF SECURITIES SHOULD NOT DELIVER CONSENTS TO THE COMPANY AT ANY TIME.

This Consent Solicitation is not being made to, and Consents will not be accepted from or on behalf of, Holders in any jurisdiction in which the making of the Consent Solicitation or the acceptance thereof would not be in compliance with the laws of such jurisdiction. The delivery of this Consent Solicitation shall not under any circumstances create any implication that the information set forth herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in the affairs of the Company since the date hereof.

No person has been authorized to give any information or to make any representation not contained in this Consent Solicitation Statement, or incorporated by reference into this Consent Solicitation Statement, and, if given or made, such information or representation may not be relied upon as having been authorized by the Company or the Trustee.

NEITHER THIS CONSENT SOLICITATION, NOR ANY RELATED DOCUMENTS, HAVE BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION, NOR HAVE THEY BEEN FILED WITH OR REVIEWED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY OF ANY COUNTRY. NONE OF THE COMPANY, THE TRUSTEE, THE SECURITY TRUSTEE, THE SOLICITATION AGENT NOR ANY OTHER AUTHORITY HAS PASSED UPON, OR ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OR ADEQUACY OF THIS CONSENT SOLICITATION OR ANY RELATED DOCUMENTS, AND IT IS UNLAWFUL OR MAY BE A CRIMINAL OFFENSE TO MAKE ANY REPRESENTATION TO THE CONTRARY.

SUMMARY

This Consent Solicitation Statement and the related Consent Letter contain important information that should be read carefully before any decision is made with respect to the Consents.

The following summary is provided solely for the convenience of the Holders. This summary is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Consent Solicitation Statement.

Proposed Amendments:	The Company is proposing to amend the Indenture in order to allow itself greater flexibility with respect to asset realizations and internal restructuring actions which the Company considers will be beneficial for both Noteholders and shareholders. See “Proposed Amendments.”
The Consent Solicitation:	The Company is seeking Consents from Noteholders to the Proposed Amendments. If the Proposed Amendments are adopted by the requisite consents and become effective, then each Noteholder will be bound by the Proposed Amendments even though that Noteholder did not consent to them.
Recommendation of Board of Directors:	The Company’s Board of Directors recommends that Noteholders grant their consent to each of the Proposed Amendments.
Record Date:	November 18, 2013.
Expiration Date:	The Expiration Date for the Consent Solicitation will be 11:59 p.m. New York City time, on December 19, 2013, unless terminated or extended by the Company. See “The Consent Solicitation — Expiration Date; Extensions.”
Procedures for Delivery of Consents:	Only record Holders of Notes as of the Record Date are eligible to consent to the Proposed Amendments. If you are a beneficial owner of Notes and any of your Notes are held in the name of a brokerage firm, bank, or other institution on the Record Date, only that Holder or the Solicitation Agent can collect your Consent. Holders generally can give Consents (or, if you are a beneficial owner, you can instruct your Holder as to Consents) by mail, via the Internet at the website shown on the Consent Letter, or telephonically by calling the telephone number shown on the Consent Letter, on or before the Expiration Date. If you are a beneficial owner of Notes, check the information in the Consent Letter forwarded by your bank, broker or other noteholder of record to determine the Consent options available to you. See “The Consent Solicitation — Consent Procedures.”
Revocation of Consents:	Consents may be revoked at any time before 11:59 p.m., New York City time on December 19, 2013. See “The Consent Solicitation— Revocation of Consents.”
No Consent Fee:	No payment will be made for the Consents.

Expenses of this Solicitation:

This Consent Solicitation is being made by the Board of Directors of the Company, and the Company will bear the costs of the solicitation, including preparation, printing and mailing costs. Consents will be solicited principally through the mail, but our directors, officers, employees and the Solicitation Agent may solicit Consents personally, by email or by telephone.

Information Agent:

Georgeson Inc. will act as the Company's information agent (the "Information Agent") in connection with the Consent Solicitation. Georgeson Inc.'s contact information is listed on the back cover of this Consent Solicitation Statement.

Solicitation Agent

Georgeson Inc. will act as the Company's solicitation agent (the "Solicitation Agent") in connection with the Consent Solicitation.

Tabulation Agent

Computershare Investor Services Inc. will act as the Company's tabulation agent (the "Tabulation Agent") in connection with the Consent Solicitation.

*Copies of the Indenture may be obtained online in electronic form at
<http://www.emeraldplantationholdings.com/wp-content/uploads/2013/02/Note-Indenture.pdf>
or by writing to the Company at the address or email address set forth on the back cover of this Consent
Solicitation Statement.*

THE CONSENT SOLICITATION

Background

To holders as of the Record Date (the “**Noteholders**” or “**Holders**”) of US\$300,000,000 6.00% Guaranteed Senior Notes Due 2020 (CUSIP No. 29101W AA4) (the “**Notes**”) issued by Emerald pursuant to an Indenture dated January 30, 2013 (as amended, the “**Indenture**”) between Emerald, Computershare Trust Company, N.A., as trustee (the “**Trustee**”) and security trustee (the “**Security Trustee**”), and the initial subsidiary guarantors listed therein.

As Noteholders will be aware, the Notes were issued and the Indenture entered into as part of the restructuring of Sino-Forest Corporation under which substantially all of the assets of the Sino-Forest group were transferred to Emerald.

Purpose

As set out in the Interim Report of Emerald for the period to June 30, 2013, which was distributed to Emerald’s shareholders and noteholders on September 30, 2013, Emerald has formulated a plan for asset realization aimed at disposition of certain non-core assets through a series of separate transactions. In formulating this proposal, Emerald has had regard to the covenants imposed on it under the Indenture and the extent to which such covenants might prevent or delay disposals or restructuring actions intended to be taken by Emerald. All capitalized terms used in this section that are not otherwise defined in this Consent Solicitation Statement have the meanings assigned to them in the Indenture.

In order to allow Emerald greater flexibility with respect to asset realizations and internal restructuring actions which Emerald considers will be beneficial for both Noteholders and shareholders, Emerald is seeking consent from Noteholders to Emerald and the Trustee entering into amendments to the Indenture as follows:

1. **To facilitate the sale of shares in Restricted Subsidiaries incorporated in the People’s Republic of China**

Presently, the Indenture requires that for the sale of all or substantially all of the shares in a Restricted Subsidiary, Emerald must have a Fixed Charge Coverage Ratio (calculated in accordance with the Indenture) of not less than 2.0 to 1.0 (taking into account the disposal) where the disposed shares have a Fair Market Value in excess of US\$5,000,000. Emerald does not presently have a Fixed Charge Coverage Ratio of 2.0 to 1.0 and it is not clear if and when this ratio will be achieved.

In the meantime, Emerald considers that the sale of shares in companies incorporated in the People’s Republic of China (the “**PRC**”) may be a quicker and less costly route to realising assets in the PRC than a piecemeal sale of the assets of such companies. Accordingly, to allow Emerald flexibility to pursue transactions which could be structured as a sale of shares in a PRC company, Emerald is seeking the removal of the Fixed Charge Coverage Ratio for sales of shares in Restricted Subsidiaries that are not also Subsidiary Guarantors.

2. **To facilitate asset sales by Restricted Subsidiaries incorporated in the PRC**

Where an asset sale in excess of US\$5,000,000 constitutes the sale of substantially all of the assets that constitute a division or line of business of the Company or any Restricted Subsidiary, the Indenture again provides that such a sale can only occur if Emerald has a Fixed Charge Coverage Ratio of 2.0 to 1.0.

Emerald’s proposal for asset disposals will potentially require the sales of substantially all of the assets of one or more individual companies incorporated in the PRC. Again, to give Emerald flexibility to pursue such transactions in a timely manner Emerald is seeking the removal of the Fixed Charge Coverage Ratio for such sales.

3. **To facilitate the sale of shares in Subsidiary Guarantors**

Equally, it is possible that the most appropriate and beneficial transaction structure for some disposals within the proposal for asset realisations would be the sale of an offshore subsidiary company which either holds assets itself (for example the British Virgin Islands holding structure) or holds the shares in asset

owning companies in the PRC. As such, Emerald is seeking the removal of the Fixed Charge Coverage Ratio for such sales.

4. To expressly provide for the release of guarantees and security required to deliver a solvent liquidation of Subsidiary Guarantors

The Emerald group contains a substantial number of companies incorporated in various jurisdictions. Notwithstanding that some companies are dormant, there remain costs associated with maintaining these companies. To the extent that releases of guarantees and security can be granted to facilitate solvent liquidations, this will allow the group to achieve cash savings through removing unnecessary costs.

At the same time, Emerald will also amend the Indenture to remove the requirement that transfers of Notes must exceed a minimum amount of US\$2,000 and be in exact multiples of US\$1,000 to facilitate the transfer of the holdings resulting from the restructuring which often are not in exact multiples.

Copies of the Indenture may be obtained online in electronic form at <http://www.emeraldplantationholdings.com/wp-content/uploads/2013/02/Note-Indenture.pdf> or by writing to the Company at the address or email address set forth on the back cover of this Consent Solicitation Statement.

Use of Proceeds

Emerald will remain subject to all the other provisions and protocols relating to the conduct of Asset Sales including the requirement for Emerald's board or a duly authorized committee of Emerald's board to assess and approve the Fair Market Value of a transaction and the requirement to carry forward and accumulate proceeds and to pay proceeds in excess of US\$10 million in respect of any particular sale into the Mandatory Prepayment Account to be used as required under the Indenture. Accumulated proceeds obtained from asset realizations that constitute Excess Proceeds and exceed \$10 million in the aggregate will be used to buy back Notes pursuant to the terms of the Indenture.

Recommendation of Board of Directors

The board of Emerald considers that the above amendments will be in the best interests of Noteholders in allowing Emerald to pursue the disposal of assets in a timely manner on the most favorable terms with greater flexibility as to the structure through which such disposals can be made. Noteholders are asked to respond as soon as possible to the request.

General

If the requisite consents are received on or before the Expiration Date, the Proposed Amendments will be approved. No payment will be made for the Consents. Consents may be revoked at any time before 11:59 p.m., New York City time on December 19, 2013.

The Company will be deemed to have accepted the Consents if, as and when the requisite consents are received. Thereafter, all Holders, including non-consenting Holders, and all subsequent holders of Notes will be bound by the Proposed Amendments.

In addition to the use of the mail, Consents may be solicited by officers and other employees of the Company, without any additional remuneration, in person, or by telephone, email, or facsimile transmission. The Company also has retained the Solicitation Agent to aid in the solicitation of Consents.

Giving a Consent will not affect a Holder's right to sell or transfer the Notes. All Consents received by the Tabulation Agent on or before the Expiration Date will be effective notwithstanding a record transfer of such Notes subsequent to the Record Date.

The failure of a Holder to deliver a Consent (including any failure resulting from broker non-votes) will have the same effect as if such Holder had voted "Against" the Proposed Amendments.

Expiration Date; Extensions

The Consent Solicitation will expire at 11:59 p.m. New York City time on December 19, 2013, unless extended by the Company in its sole discretion. The time and date of expiration of the Consent Solicitation is herein referred to as the “Expiration Date.” Consents may be revoked at any time before 11:59 p.m., New York City time on December 19, 2013.

The Company reserves the right to extend the Consent Solicitation at any time and from time to time by giving oral or written notice to the Tabulation Agent no later than 9:00 a.m., New York City time, on the next business day after the previously announced Expiration Date, along with a statement on the Company’s website at <http://www.emeraldplantationholdings.com/news/company-releases>. Such announcement or notice may state that the Company is extending the Consent Solicitation for a specified period of time or on a daily basis.

The Company expressly reserves the right for any reason (i) to abandon, terminate or amend the Consent Solicitation at any time prior to the Expiration Date by giving oral or written notice thereof to the Tabulation Agent, and (ii) not to extend the Consent Solicitation beyond the last previously announced Expiration Date. Any such action by the Company will be followed as promptly as practicable by an announcement on the Company’s website or by other public announcement (or by written notice to the Holders).

Revocation of Consents

Prior to 11:59 p.m. New York City time on December 19, 2013, any Holder may revoke any consent given as to its Notes. A Holder desiring to revoke a consent must deliver to the Tabulation Agent a written revocation of such consent in the form of a subsequent consent marked “Against” the Proposed Amendment(s) for which consent revocation is sought, including the number of Notes to which such revocation relates and the signature of such Holder. A revocation of a consent may only be rescinded by the execution and delivery of a new consent, in accordance with the procedures herein described by the Holder who delivered such revocation. If you are a beneficial owner of Notes, contact your bank, broker or other stockholder of record if you wish to revoke your consent.

The revocation must be executed by such Holder in the same manner as the Holder’s name appears on the Consent to which the revocation relates. If a revocation is signed by a trustee, partner, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other entity or other person acting in a fiduciary or representative capacity, such person must so indicate when signing and must submit with the revocation appropriate evidence of authority to execute the revocation. A Holder may revoke a Consent only if such revocation complies with the provisions of this Consent Solicitation Statement.

The Company reserves the right to contest the validity of any revocation and all questions as to the validity (including time of receipt) of any revocation will be determined by the Company in its sole discretion, which determination will be conclusive and binding. None of the Company, any of its affiliates, the Solicitation Agent, the Tabulation Agent or any other person will be under any duty to give notification of any defects or irregularities with respect to any revocation nor shall any of them incur any liability for failure to give such notification.

Failure to Obtain the Requisite Consents

If the requisite consents are not obtained or the Consent Solicitation otherwise is terminated, the Proposed Amendments will not become operative and the Company will be required to adjust its strategy in respect of asset realizations accordingly.

Consent Procedures

Only Holders (i.e., persons in whose name the Notes are registered as of the Record Date or their duly designated proxies) may execute and deliver a Consent Letter. Accordingly, for the purposes of this Consent Solicitation, the terms “Holder” and “Noteholder” are deemed to mean record holders as of the Record Date. All Consents that are properly completed, signed and delivered on or before the Expiration Date will be given effect in accordance with the specifications thereof.

If you are a beneficial owner of Notes and any of your Notes are held in the name of a brokerage firm, bank, clearing system or other institution on the record date, only that Holder or the Solicitation Agent can collect your Consent. **We invite the beneficial holders to contact the Company or the Information Agent if they require any assistance in submitting their Consent.** You generally may deliver Consents (or, if you are a beneficial owner, you can instruct your Holder as to Consents) in one of the following ways:

- By mail – fill in, sign and date the enclosed Consent Letter and return it promptly in the accompanying envelope (which requires no postage if mailed in the United States).
- Via Internet – visit the website noted on your Consent Letter to consent via the Internet. To consent, you must use the control number printed on your Consent Letter.
- By telephone – call the toll-free telephone number on your Consent Letter to consent by phone. To consent, you must use the control number printed on your Consent Letter.

If you are a beneficial owner of Notes, check the information in the Consent Letter forwarded by your bank, broker or other noteholder of record to determine the Consent options available to you. Requests for assistance in filling out and delivering Consents may be directed to the Solicitation Agent at its address and telephone numbers set forth on the back cover of this Consent Solicitation Statement or to the Company at the email address set forth on the back cover of this Consent Solicitation Statement or, if you are a beneficial owner of Notes, to your bank, broker or other noteholder of record. Requests for assistance in delivering Consents or additional copies of this Consent Solicitation Statement or the Consent Letter may be directed to the Solicitation Agent at its address and telephone number set forth on the back cover of this Consent Solicitation Statement.

Consents by record Holders must be executed in exactly the same manner as such Holder('s)(s') name(s) are so registered. If a Consent is signed by a trustee, partner, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other entity or other person acting in a fiduciary or representative capacity, such person must so indicate when signing and must submit with the Consent Letter appropriate evidence of authority to execute the Consent. If none of the "Consent", "Withhold Consent" or "Abstain" boxes are marked with respect to a Proposed Amendment, but the Consent Letter is otherwise properly completed and signed, the Holder will be deemed to have consented to such Proposed Amendment with respect to the entire number of Notes which such Holder holds.

All questions as to the validity, form and eligibility (including time of receipt) regarding the Consent procedures will be determined by the Company in its sole discretion, which determination will be conclusive and binding. The Company reserves the right to reject any or all Consents that are not in proper form or the acceptance of which could, in the opinion of the Company, or its counsel, be unlawful. The Company also reserves the right to waive any defects or irregularities in connection with deliveries of particular Consents. Unless waived, any defects or irregularities in connection with deliveries of Consents must be cured within such time as the Company determines. None of the Company or any of its affiliates, the Solicitation Agent, the Tabulation Agent or any other person shall be under any duty to give any notification of any such defects or irregularities or waiver, nor shall any of them incur any liability for failure to give such notification. Deliveries of Consents will not be deemed to have been made until any irregularities or defects therein have been cured or waived. The Company's interpretations of the terms and conditions of the Consent Solicitation will be conclusive and binding.

Information Agent

The Company has retained Georgeson Inc. as Information Agent in connection with the Consent Solicitation. Requests for assistance in filling out and delivering Consents or for additional copies of this Consent Solicitation Statement or the Consent Letter may be directed to Georgeson Inc. at its address and telephone number set forth on the back cover of this Consent Solicitation Statement.

Solicitation Agent

The Company has retained Georgeson Inc. as Solicitation Agent in connection with the Consent Solicitation. The Solicitation Agent will solicit Consents and may solicit such Consents personally, telephonically, electronically or by other customary means of solicitation. The Solicitation Agent will receive a customary fee for such services and reimbursement for reasonable out-of-pocket expenses incurred in connection with such services. The Company has agreed to indemnify the Solicitation Agent against certain liabilities and expenses in connection with the Consent Solicitation.

Tabulation Agent

The Company has retained Computershare Investor Services Inc. as Tabulation Agent in connection with the Consent Solicitation. As Tabulation Agent, Computershare Investor Services Inc. will be responsible for tabulating the Consents. The Tabulation Agent will receive a customary fee for such services and reimbursement of its reasonable out-of-pocket expenses.

PROPOSED AMENDMENTS

This section sets forth a brief description of the Proposed Amendments and the effect of the Proposed Amendments on the Indenture. The references below are either to sections of the Indenture that will be amended under the Proposed Amendments or defined terms that will be modified under the Proposed Amendments. This description is subject to and qualified in its entirety by reference to the provisions of the Indenture, including the definition of certain terms therein. All capitalized terms used in this section that are not otherwise defined in this Consent Solicitation Statement have the meanings assigned to them in the Indenture. Please refer to the Indenture for a full description of the provisions and defined terms. Copies of the Indenture may be obtained online in electronic form at <http://www.emeraldplantationholdings.com/wp-content/uploads/2013/02/Note-Indenture.pdf> or by writing to the Company at the address or email address set forth on the back cover of this Consent Solicitation Statement.

Definition of “Asset Disposition.” This provision defines “Asset Disposition” as the sale or other disposition by the Company or any of its Restricted Subsidiaries (other than to the Company or another Restricted Subsidiary) of (1) all or substantially all of the Capital Stock of any Restricted Subsidiary or (2) all or substantially all of the assets that constitute a division or line of business of the Company or any of its Restricted Subsidiaries.

The above definition will be amended by the Proposed Amendments by deleting “Restricted Subsidiary” in clause (1) thereof and replacing it with “Subsidiary Guarantor” and by deleting “Restricted Subsidiaries” in clause (2) thereof and replacing it with “Subsidiary Guarantors.” In connection with the change of this definition, the definition of “Entire Sale Transaction” will be amended by deleting “Asset Disposition” and replacing it with “sale or other disposition.”

The above amendments require the consent of Holders of a majority in principal amount of outstanding Notes.

Section 4.15(a). The following provision restricts the Company’s ability to make an Asset Sale that constitutes an Asset Disposition:

- (3) the Company must be able to Incur at least US\$1.00 of Indebtedness under Section 4.06(a) of the Indenture after giving *pro forma* effect to such Asset Disposition

The above-indicated subsection of Section 4.15 will be eliminated by the Proposed Amendments.

The above amendment requires the consent of Holders of not less than 80% in aggregate principal amount of the outstanding Notes.

Section 11.11. This provision mandates the release of a Subsidiary Guarantee given by a Subsidiary Guarantor upon certain triggering events.

Subsection (a) of the above-indicated section will be amended by the Proposed Amendments by adding the solvent liquidation of any Subsidiary Guarantor as a triggering event.

The above amendment requires the consent of Holders of not less than 80% in aggregate principal amount of the outstanding Notes.

Minimum Denominations. The definition of “Offer to Purchase” requires each Note purchased and each new Note issued to be in a principal amount of US\$2,000 or integral multiples of US\$1,000. Section 2.04(c) requires Notes to be issued in a minimum denomination of US\$2,000 or any amount in excess thereof which is an integral multiple of US\$1,000, while Section 3.02(d) provides that no Note of US\$2,000 in principal amount or less shall be redeemed in part. The Form of Reverse of Certificated Note contained in Exhibit A (Form of Face of Certificated Note) and the Form of Reverse of Certificated Note contained in Exhibit B (Form of Global Note) to the Indenture require Notes to be issued in minimum denominations of US\$2,000 principal amount and any multiple of US\$1,000 in excess thereof. The Proposed Amendments will amend these provisions to allow for purchases, issuances and redemptions of Notes in minimum denominations of US\$1.00 principal amount and any multiple of US\$1.00 in excess thereof.

The above amendments require the consent of Holders of a majority in principal amount of outstanding Notes.

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The Solicitation Agent and Information Agent for the Consent Solicitation is:

Georgeson Inc.

Telephone:

Toll Free: (888) 605-8334

International Callers: + 1 (781) 575-2137

480 Washington Blvd, 26th Floor

Jersey City, NJ 07310

USA

The Company may be contacted at:

Telephone:

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Any questions or requests for assistance may be directed to the Solicitation Agent at the address and telephone number set forth above or to the Company at the email address set forth above.

