

DATED 17 September 2020

BOOM UP INVESTMENTS LIMITED

and

CMIG INTERNATIONAL CAPITAL LIMITED

and

CHINA MINSHENG INVESTMENT GROUP CORP., LTD.

and

THE BANK OF NEW YORK MELLON, LONDON BRANCH

SECOND SUPPLEMENTAL TRUST DEED

relating to

a Trust Deed dated 19 July 2016 governing a U.S.\$1,000,000,000 Medium Term Note Programme of Boom Up Investments Limited, as amended and supplemented by the First Supplemental Trust Deed dated 30 August 2019

CONTENTS

1	Definitions and Interpretation	2
2	Amendments to the Trust Deed	2
3	One Agreement	4
4	Miscellaneous	4
5	Counterparts	4
6	Contracts (Rights of Third Parties) Act 1999	4
7	Governing Law and Submission to Jurisdiction	5

This Second Supplemental Trust Deed is made on 17 September 2020 **between:**

- (1) **Boom Up Investments Limited (茂昇投資有限公司)** (the “**Issuer**”);
- (2) **CMIG International Capital Limited (中民投國際資本有限公司)** (formerly known as CM International Capital Limited, the “**Guarantor**”);
- (3) **China Minsheng Investment Group Corp., Ltd. (中国民生投资股份有限公司)** (formerly known as China Minsheng Investment Corp., Ltd., the “**Company**”); and
- (4) **The Bank of New York Mellon, London Branch** (the “**Trustee**”, which expression includes, where the context admits, all persons for the time being the trustee or trustees of the Trust Deed referred to below).

Whereas:

- (A) On 19 July 2016, the Issuer, the Guarantor, the Company and the Trustee entered into a trust deed (the “**Original Trust Deed**”, as amended and supplemented by the First Supplemental Trust Deed (as defined below), the “**Trust Deed**”) relating to the Medium Term Note Programme (the “**Programme**”) of the Issuer providing for the issuance of up to U.S.\$1,000,000,000 in aggregate principal amount of notes.
- (B) On 2 August 2016, the Issuer issued U.S.\$500,000,000 in aggregate principal amount of 3.80 per cent. Guaranteed Notes due 2019 (the “**Notes**”) under the Programme pursuant to a pricing supplement dated 26 July 2016 relating to the Notes (the “**Original Pricing Supplement**”). The Notes are guaranteed by the Guarantor.
- (C) On 30 August 2019, the Issuer, the Guarantor, the Company and the Trustee entered into a supplemental trust deed (the “**First Supplemental Trust Deed**”) and an amended and restated pricing supplement (the “**First Amended and Restated Pricing Supplement**”) to amend, supplement and/or restate (as applicable) certain terms and conditions of the Original Trust Deed, the Notes and the Original Pricing Supplement pursuant to an Extraordinary Resolution passed at a meeting of the holders of the Notes (the “**Noteholders**”) held on 22 August 2020.
- (D) This Second Supplemental Trust Deed is supplemental to, and shall be read in conjunction with the Trust Deed and is being executed in connection with the Noteholder Proposal (as defined below) as described in the Consent Solicitation Memorandum (as defined below) and as proposed by the Issuer in an Extraordinary Resolution set out in a notice convening a meeting of the Noteholders published by the Issuer on 19 August 2020.
- (E) Upon the terms and subject to the conditions set forth in the consent solicitation memorandum dated 19 August 2020 (the “**Consent Solicitation Memorandum**”), the Issuer solicited consents from Noteholders to (i) waive certain Events of Default, defaults and potential defaults that have occurred or are expected to occur as a result of certain breaches by the Issuer, the Guarantor and the Company of their obligations under the Trust Deed, the Conditions, the Keepwell and Liquidity Support Deed and the Deed of Equity Interest Purchase Undertaking as further detailed in the Consent Solicitation Memorandum and (ii) agree to certain amendments to the Trust Deed, the Conditions and the Notes, including, but not limited to, a modification of the maturity date for the Notes by extending it for a period of one year from 2 August 2020 to 2 August 2021 and the inclusion of three mandatory partial redemption provisions (collectively, the “**Noteholder Proposal**”).
- (F) Paragraph 18 of Schedule 4 of the Trust Deed requires an Extraordinary Resolution of the Noteholders to implement the Noteholder Proposal.

- (G) On 10 September 2020, the Noteholders consented to the Noteholder Proposal by way of passing an Extraordinary Resolution. Accordingly, the Trust Deed authorises and permits: (i) this Second Supplemental Trust Deed and the amendments set forth herein, (ii) the Issuer's, the Guarantor's, the Company's and the Trustee's entry into this Second Supplemental Trust Deed and (iii) the Issuer's, the Guarantor's and the Company's entry into an amended and restated pricing supplement attached hereto as Annex A (the "**Second Amended and Restated Pricing Supplement**") which gives effect to the amendments to the First Amended and Restated Pricing Supplement described in the Extraordinary Resolution.
- (H) The execution and delivery of this Second Supplemental Trust Deed and the Second Amended and Restated Pricing Supplement by each of the Issuer, the Guarantor and the Company, have been duly authorised, and all acts, conditions and requirements necessary to make this Second Supplemental Trust Deed a valid and binding agreement in accordance with its terms and for the purposes set forth herein have been done and taken, and the execution and delivery, as applicable, of this Second Supplemental Trust Deed and the Second Amended and Restated Pricing Supplement has been in all respects duly authorised.

This Second Supplemental Trust Deed witnesses and it is hereby declared as follows:

1 Definitions and Interpretation

- 1.1 Terms defined in the Trust Deed shall, unless the context requires otherwise or are amended herein, have the same meanings when used herein.
- 1.2 The terms of the Trust Deed shall apply to this Second Supplemental Trust Deed as if they were set out herein and the Trust Deed shall be read and construed as one document with this Second Supplemental Trust Deed.
- 1.3 All references in the Trust Deed to the "Trust Deed" shall be deemed to refer to the Trust Deed as supplemented by this Second Supplemental Trust Deed.
- 1.4 All references in the Trust Deed to "Conditions" shall be deemed to refer to the terms and conditions set out in Schedule 1 (*Terms and Conditions of the Notes*) of the Trust Deed as supplemented by this Second Supplemental Trust Deed.

2 Amendments to the Trust Deed

- 2.1 Condition 2(a) shall be amended to include the following definitions:

"Second Mandatory Partial Redemption Amount" means, an amount equal to US\$100,000,000 in principal amount of the Notes, together with all interest accrued but unpaid on the Notes being redeemed on the Second Mandatory Partial Redemption Date up to but excluding the Second Mandatory Partial Redemption Date, or such other amount as may be specified in the relevant Pricing Supplement;

"Second Mandatory Partial Redemption Date" has the meaning given in the relevant Pricing Supplement;

"Third Mandatory Partial Redemption Amount" means, an amount equal to US\$50,000,000 in principal amount of the Notes, together with all interest accrued but unpaid on the Notes being redeemed on the Third Mandatory Partial Redemption Date up to but excluding the Third Mandatory Partial Redemption Date, or such other amount as may be specified in the relevant Pricing Supplement;

“**Third Mandatory Partial Redemption Date**” has the meaning given in the relevant Pricing Supplement;

“**Fourth Mandatory Partial Redemption Amount**” means, an amount equal to US\$150,000,000 in principal amount of the Notes, together with all interest accrued but unpaid on the Notes being redeemed on the Fourth Mandatory Partial Redemption Date up to but excluding the Fourth Mandatory Partial Redemption Date, or such other amount as may be specified in the relevant Pricing Supplement;

“**Fourth Mandatory Partial Redemption Date**” has the meaning given in the relevant Pricing Supplement;

2.2 The definition of “Redemption Amount” in Condition 2(a) shall be amended as follows:

“**Redemption Amount**” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Change of Control), the Early Redemption Amount (No Registration Event), the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount, the Mandatory Partial Redemption Amount, the Second Mandatory Partial Redemption Amount, the Third Mandatory Partial Redemption Amount, the Fourth Mandatory Partial Redemption Amount, or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

2.3 Existing Condition 9(e) shall be amended as follows:

Partial redemption: If the Notes are to be redeemed in part only on any date in accordance with Condition 9(d) (*Redemption at the option of the Issuer*), **9(i) (Second Mandatory Partial Redemption), 9(j) (Third Mandatory Partial Redemption) or 9(k) (Fourth Mandatory Partial Redemption)**, in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place as the Trustee approves and in such manner as the Trustee considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 9(d) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed, and, in the case of Registered Notes, each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call), the Second Mandatory Partial Redemption Date, the Third Mandatory Partial Redemption Date or the Fourth Mandatory Partial Redemption Date, as applicable, bears to the aggregate principal amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Pricing Supplement, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified;

2.4 Condition 9 shall be amended to include new Conditions 9(i), 9 (j) and 9 (k) (and the remaining paragraphs of Condition 9 shall be renumbered accordingly) as follows:

(i) *Second Mandatory Partial Redemption:* If the Second Mandatory Partial Redemption is specified in the relevant Pricing Supplement as being applicable, the Notes shall, unless previously redeemed, or purchased and cancelled, be redeemed at the Second Mandatory Partial Redemption Amount on the Second Mandatory Partial Redemption Date, subject as provided in Condition 10 (*Payments — Bearer Notes*) and Condition 11 (*Payments — Registered Notes*), and provided that the Issuer shall give not less than five Business Days’ notice to the Noteholders of any such Second Mandatory Partial Redemption;

(j) *Third Mandatory Partial Redemption*: If the Third Mandatory Partial Redemption is specified in the relevant Pricing Supplement as being applicable, the Notes shall, unless previously redeemed, or purchased and cancelled, be redeemed at the Third Mandatory Partial Redemption Amount on the Third Mandatory Partial Redemption Date, subject as provided in Condition 10 (*Payments — Bearer Notes*) and Condition 11 (*Payments — Registered Notes*), and provided that the Issuer shall give not less than five Business Days' notice to the Noteholders of any such Third Mandatory Partial Redemption;

(k) *Fourth Mandatory Partial Redemption*: If the Fourth Mandatory Partial Redemption is specified in the relevant Pricing Supplement as being applicable, the Notes shall, unless previously redeemed, or purchased and cancelled, be redeemed at the Fourth Mandatory Partial Redemption Amount on the Fourth Mandatory Partial Redemption Date, subject as provided in Condition 10 (*Payments — Bearer Notes*) and Condition 11 (*Payments — Registered Notes*), and provided that the Issuer shall give not less than five Business Days' notice to the Noteholders of any such Fourth Mandatory Partial Redemption;

2.5 Existing Condition 9(i) shall be amended as follows:

No other redemption: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (~~hk~~) above;

3 One Agreement

3.1 This Second Supplemental Trust Deed supplements the Trust Deed and should be read in conjunction with the Trust Deed, provided always that in the event of any inconsistency between the Trust Deed and this Second Supplemental Trust Deed, the provisions of this Second Supplemental Trust Deed shall override such inconsistent provisions of the Trust Deed.

3.2 Each of the amendments contemplated in this Second Supplemental Trust Deed shall take effect from the date hereof. Save for the amendments to the Trust Deed confirmed by this Second Supplemental Trust Deed, all terms and conditions of the Trust Deed shall remain in full force and effect.

4 Miscellaneous

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of the Consent Solicitation Memorandum, this Second Supplemental Trust Deed, the Second Amended and Restated Pricing Supplement or for or in respect of the recitals contained herein, all of which are made solely by the Issuer, the Guarantor and the Company.

5 Counterparts

This Second Supplemental Trust Deed may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

6 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Second Supplemental Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Second Supplemental Trust Deed.

7 Governing Law and Submission to Jurisdiction

This Second Supplemental Trust Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law. Clause 18 of the Trust Deed shall apply to this Second Supplemental Trust Deed as if expressly incorporated herein.

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

EXECUTED as a **DEED** by
BOOM UP INVESTMENTS
LIMITED
(茂昇投資有限公司)

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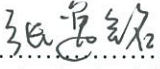
Duly Authorised Signatory

Name: Mr. ZHANG Yiming

Title: Director

EXECUTED as a DEED by
CMIG INTERNATIONAL CAPITAL
LIMITED
(中民投國際資本有限公司)

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Duly Authorised Signatory

Name: Mr. ZHANG Yiming

Title: Director

EXECUTED as a DEED under seal by
CHINA MINSHENG INVESTMENT GROUP CORP., LTD.)
(中国民生投资股份有限公司)

and

SIGNED, SEALED and DELIVERED

as a DEED on its behalf by

李光荣

duly authorised by

CHINA MINSHENG INVESTMENT GROUP CORP., LTD.)

(中国民生投资股份有限公司)



A handwritten signature in black ink, appearing to read "李光荣" (Li Guangrong).

In the presence of:

A handwritten signature in black ink, appearing to read "陶云刚" (Tao Yungang).

Signature of witness

Witness: 陶云刚

Address: 中国上海市中山南路 100 号金外滩国际广场 25 楼

Occupation: 中国民生投资股份有限公司风险控制中心主任

EXECUTED as a **DEED** by
THE BANK OF NEW YORK MELLON, LONDON BRANCH



.....
Authorised Signatory

Name: Michael Cheng
Vice President

Title:

Annex A

Second Amended and Restated Pricing Supplement

Second Amended and Restated Pricing Supplement dated 17 September 2020

Boom Up Investments Limited (茂昇投資有限公司)

Issue of U.S.\$500,000,000 3.80 per cent. Guaranteed Notes due 2020

under the U.S.\$1,000,000,000 Medium Term Note Programme

This document amends and replaces in its entirety the amended and restated pricing supplement dated 30 August 2019 and constitutes the Pricing Supplement relating to the issue of the Notes described herein. All references to the Pricing Supplement shall be deemed to be construed to refer to this document.

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Notes (the "**Conditions**") set forth in the Offering Circular dated 19 July 2016 (as amended from time to time). This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular.

Each of the Issuer, the Guarantor and the Company is a private company and therefore there is less publicly available information about the Issuer, the Guarantor and the Company than a public company. In particular, they are not required to publish periodic financial statements. Please see "*Risk Factors — There may be less publicly available information about the Issuer, CM International or the Company and PRC corporate disclosure and accounting standards differ from IFRS*" in the Offering Circular dated 19 July 2016.

1.	(i) Issuer:	Boom Up Investments Limited (茂昇投資有限公司)
	(ii) Guarantor:	CMIG International Capital Limited (中民投國際資本有限公司) (formerly known as CM International Capital Limited)
	(iii) Company:	China Minsheng Investment Group Corp., Ltd. (中國民生投資股份有限公司) (formerly known as China Minsheng Investment Corp., Ltd.)
2.	(i) Series Number	001
	(ii) Tranche Number	001
3.	Specified Currency or Currencies:	United States dollar ("U.S.\$")
4.	Aggregate Nominal Amount:	U.S.\$500,000,000
5.	(i) Issue Price:	99.719 per cent. of the Aggregate Nominal Amount
	(ii) Gross Proceeds:	U.S.\$498,595,000 (without deduction of offering expenses, commissions and private banking rebates)
6.	(i) Specified Denominations:	U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof
	(ii) Calculation Amount:	U.S.\$1,000
7.	(i) Issue Date:	2 August 2016
	(ii) Interest Commencement Date:	Issue Date
8.	Maturity Date:	2 August 2021

9.	Interest Basis:	3.80 per cent. Fixed Rate (further particulars specified below)
10.	Redemption/Payment Basis:	Redemption at par
11.	Change of Interest or Redemption/ Payment Basis:	Not Applicable
12.	Put/Call Options:	Change of Control Put (further particulars specified below)
13.	(i) Date of approval for issuance of the Notes for the Issuer obtained:	19 July 2016
	(ii) Date of approval for issuance of the Notes and giving of the Guarantee for the Guarantor obtained:	19 July 2016
	(iii) Date of approval for provision of Keepwell and Liquidity Support Deed and Deed of Equity Interest Purchase Undertaking for the Company obtained:	23 November 2015
	(iv) NDRC Certificate evidencing the registration of the issue of the Notes with the NDRC:	9 May 2016
14.	Listing:	Singapore Exchange Securities Trading Limited ("SGX-ST") Expected effective listing date of the Notes: 3 August 2016
15.	Method of distribution:	Syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16.	Fixed Rate Note Provisions	Applicable
	(i) Rate of Interest:	3.80 per cent. per annum payable semi-annually in arrear
	(ii) Interest Payment Date(s):	2 February and 2 August in each year, not Adjusted
	(iii) Fixed Coupon Amount:	U.S.\$19.00 per Calculation Amount
	(iv) Broken Amount(s):	Not Applicable
	(v) Day Count Fraction:	30/360
	(vi) Determination Dates:	Not Applicable
	(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
17.	Floating Rate Note Provisions	Not Applicable
18.	Zero Coupon Note Provisions	Not Applicable
19.	Index-linked Interest Note/other variable-linked interest Note Provisions	Not Applicable

20. **Dual Currency Note Provisions** Not Applicable

PROVISIONS RELATING TO REDEMPTION

21. **Call Option** On or after the date of this Pricing Supplement, the Issuer may, at its option, redeem the Notes on any one or more occasions, in whole or in part, at a redemption price equal to 100% of the principal amount of the Notes redeemed together with any accrued and unpaid interest up to, but excluding, the redemption date, by giving not less than 15 nor more than 30 days' notice to the Noteholders.

22. **Put Option** Not Applicable

23. **Change of Control Put** Applicable

24. **Final Redemption Amount of each Note** U.S.\$1,000 per Calculation Amount

25. **Early Redemption Amount**

(i) Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons, on change of control triggering event or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): Same as set out in the Conditions

(ii) Early Termination Amount per Calculation Amount payable on mandatory redemption on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): Same as set out in the Conditions

26. **Mandatory Partial Redemption Amount** Applicable

27. **Mandatory Partial Redemption Date** 6 September 2019

28. **Second Mandatory Partial Redemption Amount** Applicable

29. **Second Mandatory Partial Redemption Date** 31 December 2020

30. **Third Mandatory Partial Redemption Amount** Applicable

31. **Third Mandatory Partial Redemption Date** 31 March 2021

32. **Fourth Mandatory Partial Redemption Amount** Applicable

33. **Fourth Mandatory Partial Redemption Date** 30 June 2021

GENERAL PROVISIONS APPLICABLE TO THE NOTES

34. **Form of the Notes:** **Registered Notes**
35. Additional Financial Centre(s) or other special provisions relating to payment dates: Not Applicable
36. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No
37. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: Not Applicable
38. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: Not Applicable
39. Redenomination, renominatisation and reconventioning provisions: Not Applicable
40. Consolidation provisions: The provisions in Condition 19 (*Further Issues*) apply
41. Any applicable currency disruption/ fallback provisions: Not Applicable
42. Other terms or special conditions: Not Applicable

DISTRIBUTION

43. (i) If syndicated, names of Managers:
- AMTD Asset Management Limited
 - The Hongkong and Shanghai Banking Corporation Limited
 - Huarong International Securities Limited
 - UBS AG Hong Kong Branch
 - ABCI Capital Limited
 - CM Securities (Hongkong) Company Limited
 - Credit Suisse Securities (Europe) Limited
 - GF Securities (Hong Kong) Brokerage Limited
 - ICBC International Securities Limited
 - Shanghai Pudong Development Bank Co., Ltd., Hong Kong Branch

		Bali Securities Co. Limited
		China Merchants Securities (HK) Co., Ltd. Citigroup Global Markets Limited
		Standard Chartered Bank Sun Hung Kai Investment Services Limited (together, the " Managers ")
	(ii) Stabilising Manager(s) (if any):	Any of the Managers appointed and acting in its capacity as a stabilising manager
44.	If non-syndicated, name and address of Dealer:	Not Applicable
45.	U.S. Selling Restrictions:	Reg. S Category 2 TEFRA not applicable
46.	Additional selling restrictions:	Not Applicable

OPERATIONAL INFORMATION

47.	ISIN Code:	XS1459405673
48.	Common Code:	145940567
49.	CMU Instrument Number:	Not Applicable
50.	Any clearing system(s) other than Euroclear /Clearstream and the CMU Service and the relevant identification number(s):	Not Applicable
51.	Delivery:	Delivery against payment
52.	Additional Paying Agent(s) (if any):	Not Applicable

GENERAL

53.	Private Bank Rebate/Commission:	Applicable. Each of the Issuer, the Guarantor and the Company has agreed with the Managers that a commission to certain private banks will be paid in connection with the distribution of the Notes to the clients of each Manager. This commission will be based on the principal amount of the Notes so distributed, and may be deducted from the purchase price for the Notes payable by such private banks upon settlement.
54.	The aggregate principal amount of the Notes issued has been translated into United States dollars at the rate of [•], producing a sum of (for Notes not denominated in United States dollars):	Not Applicable

STABILISING

In connection with this issue, any of the Managers appointed and acting in its capacity as a stabilising manager (the "**Stabilising Manager**") (or persons acting on behalf of any Stabilising Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or

persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager (or persons acting on behalf of any Stabilising Manager) in accordance with all applicable laws and rules.

PURPOSE OF PRICING SUPPLEMENT

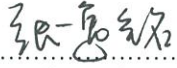
This Pricing Supplement comprises the final terms required for issue and admission to the Official List of the Singapore Exchange Securities Limited (the "SGX-ST") of the Notes described herein pursuant to the U.S.\$1,000,000,000 Medium Term Note Programme of the Issuer.

The SGX-ST takes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Pricing Supplement. The admission of the Notes to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantor, the Programme or the Notes.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Second Amended and Restated Pricing Supplement.

SIGNED on behalf of **BOOM UP INVESTMENTS LIMITED** (茂昇投资有限公司):

By:.....
Duly authorised

Name: Mr. ZHANG Yiming

Title: Director

RESPONSIBILITY

The Guarantor accepts responsibility for the information contained in this Second Amended and Restated Pricing Supplement.

SIGNED on behalf of **CMIG INTERNATIONAL CAPITAL LIMITED (中民投國際資本有限公司)**:

By:..........
Duly authorised

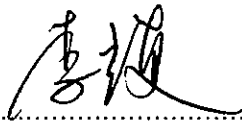
Name: Mr. ZHANG Yiming

Title: Director

RESPONSIBILITY

The Company accepts responsibility for the information contained in this Second Amended and Restated Pricing Supplement.

SIGNED on behalf of CHINA MINSHENG INVESTMENT GROUP CORP., LTD. (中国民生投资股份有限公司):

By: 
Duly authorised

Name: 李光荣

Title: 首席执行官