

DATED 27 January 2025

**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**

**SIXTH 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, the Second Supplemental Trust Deed dated 17 September 2020, the Third Supplemental Trust Deed dated 27 August 2021, the Fourth Supplemental Trust Deed dated 9 December 2021 and the Fifth Supplemental Trust Deed dated 30 August 2024

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**This Sixth Supplemental Trust Deed** is made on 27 January 2025 **among:**

- (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. (中國民生投資股份有限公司)** (formerly known as China Minsheng Investment Corp., Ltd., the “**Company**”); and
- (4) **The Bank of New York Mellon, London Branch**, a banking corporation organised under the laws of the State of New York and operating through its branch in London at 160 Queen Victoria Street, London, EC4V 4LA, United Kingdom (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, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Fourth Supplemental Trust Deed and the Fifth Supplemental Trust Deed (each 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 2019.
- (D) On 17 September 2020, the Issuer, the Guarantor, the Company and the Trustee entered into a second supplemental trust deed (the “**Second Supplemental Trust Deed**”) and a second amended and restated pricing supplement (the “**Second Amended and Restated Pricing Supplement**”) to amend, supplement and/or restate (as applicable) certain terms and conditions of the Original Trust Deed, the First Supplemental Trust Deed, the Notes and the First Amended and Restated Pricing Supplement pursuant to an Extraordinary Resolution passed at a meeting of the Noteholders held on 10 September 2020.
- (E) On 27 August 2021, the Issuer, the Guarantor, the Company and the Trustee entered into a third supplemental trust deed (the “**Third Supplemental Trust Deed**”) and a third amended and restated pricing supplement (the “**Third Amended and Restated Pricing Supplement**”) to amend, supplement and/or restate (as applicable) certain terms and conditions of the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Notes and the Second Amended and Restated Pricing Supplement pursuant to an Extraordinary Resolution passed at a meeting of the Noteholders held on 20 August 2021.

- (F) On 9 December 2021, the Issuer, the Guarantor, the Company and the Trustee entered into a fourth supplemental trust deed (the “**Fourth Supplemental Trust Deed**”) and a fourth amended and restated pricing supplement (the “**Fourth Amended and Restated Pricing Supplement**”) to amend, supplement and/or restate (as applicable) certain terms and conditions of the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Notes and the Third Amended and Restated Pricing Supplement pursuant to an Extraordinary Resolution passed at a meeting of the Noteholders held on 2 December 2021.
- (G) On 30 August 2024, the Issuer, the Guarantor, the Company and the Trustee entered into a fifth supplemental trust deed (the “**Fifth Supplemental Trust Deed**”) and a fifth amended and restated pricing supplement (the “**Fifth Amended and Restated Pricing Supplement**” or the “**Pricing Supplement**”) to amend, supplement and/or restate (as applicable) certain terms and conditions of the Original Trust Deed, the First Supplemental Trust Deed, the Second Supplemental Trust Deed, the Third Supplemental Trust Deed, the Fourth Supplemental Trust Deed, the Notes and the Fourth Amended and Restated Pricing Supplement pursuant to an Extraordinary Resolution passed at a meeting of the Noteholders held on 23 August 2024.
- (H) This Sixth 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 of Extraordinary Resolution published by the Issuer on 15 January 2025.
- (I) Upon the terms and subject to the conditions set forth in the consent solicitation memorandum dated 15 January 2025 (the “**Consent Solicitation Memorandum**”), the Issuer solicited consents from Noteholders to approve the Noteholder Proposal (as defined in the Consent Solicitation Memorandum) including, but not limited to, (i) waivers of 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) agreement to certain amendments to the Trust Deed, the Conditions, the Notes and the Pricing Supplement, including, but not limited to, the extension of the maturity date of the Notes from 2 February 2025 to 2 August 2025, and the amendment to the current redemption provisions applicable to the Notes.
- (J) Paragraph 18 of Schedule 4 to the Trust Deed requires an Extraordinary Resolution of the Noteholders to implement the Noteholder Proposal.
- (K) On 24 January 2025, the Noteholders passed an Extraordinary Resolution relating to the Noteholder Proposal by way of Electronic Consent. Accordingly, the Trust Deed authorises and permits: (i) this Sixth Supplemental Trust Deed and the amendments set forth herein (with additions shown in bold and underline and deletions shown in bold and strikethrough), (ii) the Issuer’s, the Guarantor’s, the Company’s and the Trustee’s entry into this Sixth 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 “**Sixth Amended and Restated Pricing Supplement**”) which gives effect to the amendments to the Fourth Amended and Restated Pricing Supplement described in the Extraordinary Resolution.
- (L) The execution and delivery of this Sixth Supplemental Trust Deed and the Sixth 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 Sixth 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 Sixth Supplemental Trust Deed and the Sixth Amended and Restated Pricing Supplement have been in all respects duly authorised.

This Sixth 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 Sixth Supplemental Trust Deed as if they were set out herein and the Trust Deed shall be read and construed as one document with this Sixth 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 Sixth 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*) to the Trust Deed as supplemented by this Sixth Supplemental Trust Deed.

## **2 Amendments to the Trust Deed**

- 2.1 The definition of “Asset Sale Redemption Date” in Condition 2(a) shall be amended as follows:

“**Asset Sale Redemption Date**” means a day to be specified in the notice of redemption issued by the Guarantor or the Issuer pursuant to Condition 9(~~no~~) which is a Business Day within 90 days after the receipt of Net Cash Proceeds by the Guarantor from an Asset Sale;

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

“**Seventh Mandatory Partial Redemption Amount**” means, an amount equal to US\$8,000,000 in principal amount of the Notes, together with all interest accrued but unpaid on the Notes being redeemed on the Seventh Mandatory Partial Redemption Date up to but excluding the Seventh Mandatory Partial Redemption Date, or such other amount as may be specified in the relevant Pricing Supplement;

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

- 2.3 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 (Asset Sale), 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, the Fifth Mandatory Partial Redemption Amount, the Sixth Mandatory Partial Redemption Amount, the Seventh 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;

- 2.4 Condition 9(e) shall be amended as follows:

- (e) *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*), 9(k) (*Fourth Mandatory Partial Redemption*), 9(l) (*Fifth Mandatory Partial Redemption*), ~~or 9(m) (Sixth Mandatory Partial Redemption)~~ **or 9(n) (Seventh 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, the Fourth Mandatory Partial Redemption Date, the Fifth Mandatory Partial Redemption Date, ~~or the Sixth Mandatory Partial Redemption Date~~ **or the Seventh 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;

2.5 Condition 9 shall be amended to include new Condition 9(n) (and the remaining paragraphs of Condition 9 shall be renumbered accordingly) as follows:

- (n) *Seventh Mandatory Partial Redemption*: If the Seventh 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 Seventh Mandatory Partial Redemption Amount on the Seventh 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 London business days' (which for this purpose means days on which commercial banks are open for business in London) notice to the Noteholders of any such Seventh Mandatory Partial Redemption;

2.6 Existing Condition 9(n) shall be amended as follows:

- ~~(n)~~ *Redemption upon an Asset Sale*: Following an Asset Sale, on the Asset Sale Redemption Date, the Guarantor or the Issuer shall apply such Net Cash Proceeds to redeem the Notes at a price equal to the Early Redemption Amount (Asset Sale), together with all interest accrued but unpaid on the Notes being redeemed up to but excluding the Asset Sale Redemption Date, and provided that (a) the principal amount of the Notes to be redeemed shall be equal to the lower of (i) the outstanding principal amount of the Notes on the Asset Sale Redemption Date and (ii) such Net Cash Proceeds minus the amount of interest to be paid pursuant to this Condition 9~~(n)~~ (rounded down to the nearest US\$1,000); and (b) the Guarantor or the Issuer shall give not less than 15 nor more than 30 days' notice to the Trustee and the Noteholders of any such redemption and such notice shall confirm the amount of the Net Cash Proceeds.

2.7 Existing Condition 9(o) shall be amended as follows:

- ~~(o)~~ *No other redemption*: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to ~~(n)~~ above.

### **3 One Agreement**

- 3.1 This Sixth 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 Sixth Supplemental Trust Deed, the provisions of this Sixth Supplemental Trust Deed shall override such inconsistent provisions of the Trust Deed.
- 3.2 Each of the amendments contemplated in this Sixth Supplemental Trust Deed shall take effect from the date hereof. Save for the amendments to the Trust Deed confirmed by this Sixth 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 Sixth Supplemental Trust Deed, the Sixth 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 Sixth 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 Sixth Supplemental Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Sixth Supplemental Trust Deed.

### **7 Governing Law and Submission to Jurisdiction**

This Sixth 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 Sixth Supplemental Trust Deed as if expressly incorporated herein.

**IN WITNESS WHEREOF** this Sixth 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.

) ) ) ) ) ) ) )

Title: Director

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

张惠铭  
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  
王军  
duly authorised by  
**CHINA MINSHENG INVESTMENT GROUP CORP., LTD.**  
(中国民生投资股份有限公司)



In the presence of:

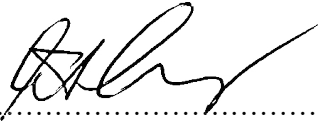
Signature of witness

Witness: 姚磊

Address: 中国上海市黄浦区中山东路100号金外滩国际广场26F

Occupation: 中国民生投资股份有限公司 财富资产管理中心 副主任

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

A handwritten signature in black ink, appearing to read 'Michael Cheng', is written over a horizontal dotted line.

Authorised Signatory

Name: Michael Cheng

Title: Vice President

## **Annex A**

Sixth Amended and Restated Pricing Supplement

**Sixth Amended and Restated Pricing Supplement dated 27 January 2025**

**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 2025**

**(of which U.S.\$40,000,000 is presently outstanding)**

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

This document amends and replaces in its entirety the fourth amended and restated pricing supplement dated 9 December 2021 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. (中国民生投资股份有限公司) (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 2025                                                   |
| 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. | <b>Fixed Rate Note Provisions</b>                                                      | 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. | <b>Floating Rate Note Provisions</b>                                             | Not Applicable |
| 18. | <b>Zero Coupon Note Provisions</b>                                               | Not Applicable |
| 19. | <b>Index-linked Interest Note/other variable-linked interest Note Provisions</b> | Not Applicable |
| 20. | <b>Dual Currency Note Provisions</b>                                             | Not Applicable |

#### **PROVISIONS RELATING TO REDEMPTION**

|     |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21. | <b>Call Option</b>                                                                                                                                                                                                                                                                                                   | 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. | <b>Put Option</b>                                                                                                                                                                                                                                                                                                    | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                              |
| 23. | <b>Change of Control Put</b>                                                                                                                                                                                                                                                                                         | Applicable                                                                                                                                                                                                                                                                                                                                                                                                  |
| 24. | <b>Final Redemption Amount of each Note</b>                                                                                                                                                                                                                                                                          | U.S.\$1,000 per Calculation Amount                                                                                                                                                                                                                                                                                                                                                                          |
| 25. | <b>Early Redemption Amount</b>                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                             |
|     | (i) Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons, on change of control triggering event, on asset sale 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. | <b>Mandatory Partial Redemption Amount</b>                                                                                                                                                                                                                                                                           | Applicable                                                                                                                                                                                                                                                                                                                                                                                                  |
| 27. | <b>Mandatory Partial Redemption Date</b>                                                                                                                                                                                                                                                                             | 6 September 2019                                                                                                                                                                                                                                                                                                                                                                                            |
| 28. | <b>Second Mandatory Partial Redemption Amount</b>                                                                                                                                                                                                                                                                    | Applicable                                                                                                                                                                                                                                                                                                                                                                                                  |
| 29. | <b>Second Mandatory Partial Redemption Date</b>                                                                                                                                                                                                                                                                      | 31 December 2020                                                                                                                                                                                                                                                                                                                                                                                            |
| 30. | <b>Third Mandatory Partial Redemption Amount</b>                                                                                                                                                                                                                                                                     | Applicable                                                                                                                                                                                                                                                                                                                                                                                                  |

|     |                                                    |                  |
|-----|----------------------------------------------------|------------------|
| 31. | <b>Third Mandatory Partial Redemption Date</b>     | 31 March 2021    |
| 32. | <b>Fourth Mandatory Partial Redemption Amount</b>  | Applicable       |
| 33. | <b>Fourth Mandatory Partial Redemption Date</b>    | 16 December 2021 |
| 34. | <b>Fifth Mandatory Partial Redemption Amount</b>   | Applicable       |
| 35. | <b>Fifth Mandatory Partial Redemption Date</b>     | 31 March 2022    |
| 36. | <b>Sixth Mandatory Partial Redemption Amount</b>   | Applicable       |
| 37. | <b>Sixth Mandatory Partial Redemption Date</b>     | 6 September 2024 |
| 38. | <b>Seventh Mandatory Partial Redemption Amount</b> | Applicable       |
| 39. | <b>Seventh Mandatory Partial Redemption Date</b>   | 5 February 2025  |

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

|     |                                                                                                                                                                                                                                                                             |                                                                |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 40. | <b>Form of the Notes:</b>                                                                                                                                                                                                                                                   | <b>Registered Notes</b>                                        |
| 41. | Additional Financial Centre(s) or other special provisions relating to payment dates:                                                                                                                                                                                       | Not Applicable                                                 |
| 42. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):                                                                                                                                                           | No                                                             |
| 43. | 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                                                 |
| 44. | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:                                                                                                                                                                  | Not Applicable                                                 |
| 45. | Redenomination, renominatisation and reconventioning provisions:                                                                                                                                                                                                            | Not Applicable                                                 |
| 46. | Consolidation provisions:                                                                                                                                                                                                                                                   | The provisions in Condition 19 ( <i>Further Issues</i> ) apply |
| 47. | Any applicable currency disruption/ fallback provisions:                                                                                                                                                                                                                    | Not Applicable                                                 |
| 48. | Other terms or special conditions:                                                                                                                                                                                                                                          | Not Applicable                                                 |

## DISTRIBUTION

49. (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
50. If non-syndicated, name and address of Dealer:
- Not Applicable
51. U.S. Selling Restrictions:
- Reg. S Category 2  
TEFRA not applicable
52. Additional selling restrictions:
- Not Applicable

## OPERATIONAL INFORMATION

53. ISIN Code:
- XS1459405673
54. Common Code:
- 145940567
55. CMU Instrument Number:
- Not Applicable
56. Any clearing system(s) other than Euroclear /Clearstream and the CMU Service and the relevant identification number(s):
- Not Applicable
57. Delivery:
- Delivery against payment

58. Additional Paying Agent(s) (if any): Not Applicable

#### GENERAL

59. 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.

60. 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

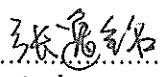
This Pricing Supplement comprises the final terms required for issue and admission to the Official List of the Singapore Exchange Securities Limited (the "**SGX-ST**") of the Notes described herein pursuant to the U.S.\$1,000,000,000 Medium Term Note Programme of the Issuer.

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 Sixth 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 Sixth 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: 張逸銘  
*Duly authorised*

Name: Mr. ZHANG Yiming

Title: Director

## RESPONSIBILITY

The Company accepts responsibility for the information contained in this Sixth 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: 王军

Title: 总裁

