### NOTICE OF NOTEHOLDER MEETING

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS.

If Noteholders are in any doubt about any aspect of the proposals in this notice and/or the action they should take, they are recommended to seek their own financial advice immediately from their stockbroker, bank manager, solicitor, accountant or other financial adviser authorised under the Financial Services and Markets Act 2000 (if they are in the United Kingdom) or from another appropriately authorised independent financial adviser and such other professional advisor from their own professional advisors as they deem necessary.

FURTHER INFORMATION REGARDING THE MATTERS REFERRED TO IN THIS ANNOUNCEMENT IS AVAILABLE IN THE CONSENT SOLICITATION MEMORANDUM ISSUED BY THE ISSUER TODAY, AND NOTEHOLDERS ARE ENCOURAGED TO READ THIS ANNOUNCEMENT IN CONJUNCTION WITH THE SAME.

### BOOM UP INVESTMENTS LIMITED

(the "**Issuer**")

(Incorporated with limited liability in the British Virgin Islands with registered number 1863594)

# NOTICE OF NOTEHOLDER MEETING

to each of the holders of the

U.S.\$500,000,000 3.80 per cent. Guaranteed Notes due 2019 (ISIN: XS1459405673)

(the "Notes", and the holders thereof, the "Noteholders")

of the Issuer presently outstanding.

NOTICE IS HEREBY GIVEN that a meeting (the "Meeting") of the Noteholders convened by the Issuer will be held at 5:00 p.m. (Hong Kong time) on 22 August 2019 at the office of Kirkland & Ellis at 26th Floor, Gloucester Tower, The Landmark, 15 Queen's Road Central, Hong Kong for the purpose of considering and, if thought fit, passing the resolution set out below which will be proposed as an Extraordinary Resolution in accordance with the provisions of the Trust Deed dated 19 July 2016 as amended, restated, modified and/or supplemented from time to time (the "Trust Deed") made between the Issuer, CMIG International Capital Limited (formerly known as CM International Capital Limited, the "Guarantor"), China Minsheng Investment Group Corp., Ltd. (formerly known as China Minsheng Investment Corp., Ltd., the "Company") and The Bank of New York Mellon, London Branch (the "Trustee") as trustee for the Noteholders and constituting the Notes. The Meeting will commence at 5 p.m. (Hong Kong time).

Capitalised terms used in this notice and not otherwise defined herein shall have the meanings given to them in the Consent Solicitation Memorandum dated 23 July 2019 (the "Consent Solicitation Memorandum"), which is available upon request from the Tabulation Agent. In accordance with normal practice, none of the Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agent, the Paying Agent, the Registrar and the Transfer Agent has been involved in the formulation of, expresses no opinion on, and makes no representations as to the merits of the Noteholder Proposal set out in the Consent Solicitation Memorandum or the Extraordinary Resolution. None of the Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agent, the Paying Agent, the Registrar, the Transfer Agent, the Company or the Guarantor makes any representation that all relevant information has been disclosed to Noteholders in or pursuant to this Notice, the Consent Solicitation Memorandum or otherwise. None of the Trustee, the Tabulation Agent, the Solicitation Agent, the Principal Paying Agent, the Paying Agent, the Registrar or the Transfer Agent have approved the draft amended documents referred to in the Extraordinary Resolution set out below. Accordingly, Noteholders should take their own independent legal, financial, tax or other advice on the merits and the consequences of voting in favour of the Extraordinary Resolution, including any tax consequences, and on the impact of the implementation of the Extraordinary Resolution.

None of the Trustee nor any of the Tabulation Agent, the Solicitation Agent, the Principal Paying Agent, the Paying Agent, the Registrar, the Transfer Agent, the Company or the Guarantor are responsible for the accuracy,

completeness, validity or correctness of the statements made in the Consent Solicitation Memorandum or omissions therefrom.

Neither this Notice nor the Consent Solicitation Memorandum constitute or form part of, and should not be construed as, an offer for sale, exchange or subscription of, or a solicitation of any offer to buy, exchange or subscribe for, any securities of the Issuer or any other entity. The distribution of the Consent Solicitation Memorandum may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession the Consent Solicitation Memorandum comes are required to inform themselves about, and to observe, any such restrictions.

### BACKGROUND

The Issuer established a Medium Term Note Programme (the "**Programme**") for the issuance of up to U.S.\$1,000,000,000 in aggregate principal amount of notes guaranteed either by the Guarantor or the Company. Such notes are constituted by, are subject to, and have the benefit of, the Trust Deed. Notes issued under the Programme are issued in series and each series may comprise one or more tranches. Each such tranche is the subject of a pricing supplement, which supplements the terms and conditions set forth in the Trust Deed (the "**Conditions**").

On 2 August 2016, the Issuer issued the Notes under the Programme. The Notes are issued as Series 001 and Tranche 001, and are guaranteed by the Guarantor, as set forth in the pricing supplement, dated as of 26 July 2016, relating to the Notes (the "Pricing Supplement"). The Notes also have the benefit of a keepwell and liquidity support deed dated 19 July 2016 between the Issuer, the Guarantor, the Company and the Trustee (as amended, restated, modified, supplemented, replaced or novated from time to time, the "Keepwell and Liquidity Support Deed") and a deed of equity interest purchase undertaking dated 19 July 2016 between the Issuer, the Guarantor, the Company and the Trustee (as amended, restated, modified, supplemented, replaced or novated from time to time) (the "Deed of Equity Interest Purchase Undertaking").

Certain Events of Default, defaults and potential defaults 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.

The purpose of the Consent Solicitation is therefore to seek consent from Noteholders to waive those Events of Default, defaults and potential defaults and to agree to certain amendments to the Trust Deed, the Conditions and the Notes, including a modification of the maturity date for the Notes by extending it for a period of one year from 2 August 2019 to 2 August 2020.

In order to compensate Noteholders for the extension of the maturity date for the Notes and waiving the breaches of the obligations by the Issuer, the Company and the Guarantor under the Trust Deed, the Notes and the Keepwell and Liquidity Support Deed, the Issuer is proposing to modify the redemption provisions applicable to the Notes by inserting a new mandatory partial redemption provision which shall require an amount to be paid no later than five Business Days following the Implementation Date (the "Mandatory Partial Redemption Date") equal to 10 per cent. of the principal amount of the Notes, together with (i) all interest due and unpaid on all outstanding Notes and (ii) all interest accrued but unpaid on the Notes being redeemed on the Mandatory Partial Redemption Date up to but excluding the Mandatory Partial Redemption Date.

In addition, the Issuer is proposing to include an undertaking from the Company in the Trust Deed to deliver to the Trustee and Noteholders a Proposed Repayment Arrangement on or prior to the 60th day following the Implementation Date in accordance with Condition 20 (*Notices*). The Proposed Repayment Arrangement may set out, amongst other things, the proposed sources for repayment of the Notes (including, if relevant, any plan of asset dispositions), the expected timing for the Issuer to receive funds for the repayment of the Notes as well as any related protection mechanism with respect to such funds.

The proposed amendments to the Trust Deed, the Conditions and the Notes are set out in Schedule 1 to this Notice while the proposed waivers are set out in paragraph 2 of the Extraordinary Resolution.

Noteholders are referred to the Consent Solicitation Memorandum, which provides further background to the Noteholder Proposal and the reasons therefor.

### CONSENT SOLICITATION

Subject to the restrictions described in the previous paragraph, Noteholders may obtain from the date of this Notice a copy of the Consent Solicitation Memorandum from the Tabulation Agent, the contact details for which are set out below.

Pursuant to the Consent Solicitation, each Noteholder from whom a valid Consent Instruction (as defined in the Consent Solicitation Memorandum) in favour of the Extraordinary Resolution is received by the Tabulation Agent (i) by the Primary Instruction Deadline specified in the Consent Solicitation Memorandum will, subject to the conditions set out in the Consent Solicitation Memorandum, be eligible to receive payment of an amount equal to 0.55 per cent. of the principal amount of the Notes that are the subject of such Consent Instruction (the "Primary Participation Fee") or (ii) after the Primary Instruction Deadline but before the Secondary Instruction Deadline specified in the Consent Solicitation Memorandum will, subject to the conditions set out in the Consent Solicitation Memorandum, be eligible to receive payment of an amount equal to 0.25 per cent. of the principal amount of the Notes that are the subject of such Consent Instruction (the "Secondary Participation Fee" and together with the Primary Participation Fee, the "Early Participation Fees"), in each case as more fully described in the Consent Solicitation Memorandum.

### EXTRAORDINARY RESOLUTION

"THAT this Meeting of the holders (together, the "Noteholders") of the presently outstanding U.S.\$500,000,000 3.80 per cent. Guaranteed Notes due 2019 (the "Notes") of Boom Up Investments Limited (the "Issuer"), constituted by the trust deed dated 19 July 2016 as amended, restated, modified and/or supplemented from time to time (the Trust Deed) made between the Issuer, CMIG International Capital Limited (formerly known as CM International Capital Limited, the "Guarantor"), China Minsheng Investment Group Corp., Ltd. (formerly known as China Minsheng Investment Corp., Ltd., the "Company") and The Bank of New York Mellon, London Branch (the "Trustee") as trustee for the Noteholders:

- 1. assents to the amendments to the Trust Deed, the Conditions and the Pricing Supplement contained in Schedule 1 hereto (with additions shown in bold and underline and deletions shown in bold and strikethrough) and agrees that if this Meeting is not quorate on 22 August 2019 and is adjourned until 6 September 2019, the Mandatory Partial Redemption Date specified in paragraph II(c) of Schedule 1 hereto shall be amended to 23 September 2019;
- 2. waives: (i) any Event of Default under Condition 13(a) as a result of the failure by the Issuer and the Guarantor to pay the principal amount and any accrued and unpaid interest due on the Notes on 2 August 2019; (ii) any Event of Default under Condition 13(c) as a result of the failure by the Issuer, the Guarantor, the Company or any of their subsidiaries to pay, as of the date of the Extraordinary Resolution, certain other indebtedness, individually or in the aggregate exceeding U.S.\$30,000,000, when due or within any originally applicable grace period; (iii) any Event of Default, actual default or potential default under Condition 13(b)(i) as a result of the failure by the Issuer, the Guarantor or the Company to comply, as of the date of the Extraordinary Resolution, with their obligations under the Trust Deed and the Conditions, including, without limitation, Clauses 9.4.1, 9.4.2 and 9.4.3 of the Trust Deed and Clauses 6 and 7.1 of the Keepwell and Liquidity Support Deed; (iv) the requirements under Clause 9.4.1 of the Trust Deed and Clause 5 of the Keepwell and Liquidity Support Deed for the Company to deliver its unaudited and unreviewed semi-annual consolidated financial statements for the six month period ending 30 June 2019 together with translations thereof and director's certificates certifying that such translations are complete and accurate; (v) the requirements under Clause 9.4.2 of the Trust Deed for the Guarantor to deliver its unaudited and unreviewed semi-annual consolidated financial statements for the six month period ending 30 June 2019 (if applicable, together with translations thereof and director's certificates certifying that such translations are complete and accurate); and (vi) a waiver of any and all actual defaults or Events of Defaults that have occurred and are continuing as well as any and all potential defaults or Events of Defaults that may have occurred or may be continuing as of the date of the Extraordinary Resolution, under the Trust Deed, the Notes, the Keepwell and Liquidity Support Deed or the Deed of Equity Interest Purchase Undertaking, directly or indirectly, from or in connection with any non-compliance or potential non-compliance with the Trust Deed, the Notes, the Keepwell and Liquidity Support Deed or the Deed of Equity Interest Purchase Undertaking;
- 3. authorises, directs, requests and empowers: (a) the Issuer, the Guarantor and the Company to execute an amended and restated pricing supplement in respect of the Notes (the "Amended and Restated Pricing

**Supplement**") and the Issuer, the Guarantor, the Company and the Trustee to execute a deed supplemental to the Trust Deed which annexes the form of the Amended and Restated Pricing Supplement thereto (the "**Supplemental Trust Deed**"), in each case to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the drafts produced to this Meeting and for the purpose of identification signed by the chairman thereof, with such amendments thereto (if any) as the Trustee shall require or agree to; and (b) the Issuer and the Trustee to execute and to do all such deeds, instruments, acts and things as may be necessary, desirable or expedient in each of their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;

- 4. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed or the Notes in respect of any act or omission in connection with this Extraordinary Resolution or its implementation, the modifications referred to in paragraphs 1 and 2 of this Extraordinary Resolution or the implementation of those modifications even if it is found out subsequently that there is any defect with the passing of this Extraordinary Resolution or for any reason this Extraordinary Resolution is not binding on current or subsequent Noteholders or their heirs or assignees;
- 5. sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
- 6. waives any and all requirements, restrictions and conditions precedent set forth in the Trust Deed or the Conditions on any person, in implementing the Amended and Restated Pricing Supplement, the Supplemental Trust Deed, this Extraordinary Resolution and the Noteholder Proposal;
- 7. discharges and exonerates each of the Issuer, the Company and the Guarantor from all liability for which it may have become or may become responsible under the Trust Deed, the Notes or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Amended and Restated Pricing Supplement, the Supplemental Trust Deed, the Notice or this Extraordinary Resolution; and
- 8. agrees that capitalised terms in this document where not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum (a copy of which is available for inspection as referred to in the Notice)."

### **GENERAL INFORMATION**

The attention of Noteholders is particularly drawn to the quorum required for the Meeting and for any adjourned Meeting which is set out in "Voting and Quorum" below. Having regard to such requirements, Noteholders are strongly urged either to attend the Meeting or to take steps to be represented at the Meeting, as referred to below, as soon as possible.

Noteholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Consent Instruction in respect of the relevant Extraordinary Resolution by 5 p.m. (Hong Kong time) on 20 August 2019 (the Expiration Deadline), by which they will have given instructions for the appointment of one or more representatives of the Tabulation Agent by the Principal Paying Agent as their proxy to vote in favour of or against (as specified in the Consent Instruction) the Extraordinary Resolution at the Meeting (or any adjourned Meeting), need take no further action to be represented at the Meeting (or any such adjourned Meeting).

# **VOTING AND QUORUM**

The provisions governing the convening and holding of the Meeting are set out in Schedule 4 (*Provisions for Meetings of Noteholders*) to the Trust Deed, a copy of which is available for inspection by the Noteholders during normal business hours with reasonable prior written notification at the registered office of the Trustee up to and including the date of the Meeting and at the Meeting.

All of the Notes are represented by a global note held by a common depositary or common safekeeper for Euroclear Bank S.A./N.V. ("Euroclear") or Clearstream Banking S.A. ("Clearstream"). For the purpose of the Meeting, a Noteholder shall mean each person who is for the time being shown in the records of Euroclear or Clearstream as the holder of a particular principal amount outstanding of the Notes.

A Noteholder wishing to attend the Meeting in person must produce at the Meeting a valid form of proxy issued by the Registrar relating to the Notes in respect of which it wishes to vote. A Noteholder who wishes to attend the Meeting in person will not be eligible to receive the Early Participation Fee.

Any Noteholder who wishes to vote in respect of the Extraordinary Resolution but does not wish to attend the Meeting in person should: (i) in the case of a beneficial owner whose Notes are held in book-entry form by a custodian, request such beneficial owner's custodian to vote on the Extraordinary Resolution in accordance with the procedures set out in Section 4 – The Consent Solicitation – Procedures for participating in the Consent Solicitation of the Consent Solicitation Memorandum, or (ii) in the case of a Noteholder whose Notes are held in book-entry form directly in the relevant Clearing System, vote on the Extraordinary Resolution in accordance with the procedures set out in Section 4 – The Consent Solicitation – Procedures for participating in the Consent Solicitation of the Consent Solicitation Memorandum.

Noteholders should note that the timings and procedures set out below reflect the requirements for Noteholders' meetings set out in the Trust Deed, but that the Clearing Systems and the relevant intermediaries may have their own additional requirements as to timings and procedures for voting on the Extraordinary Resolution. Accordingly, Noteholders wishing to vote in respect of the Extraordinary Resolution are strongly urged either to contact their custodian (in the case of a beneficial owner whose Notes are held in book-entry form by a custodian) or the relevant Clearing System (in the case of a Noteholder whose Notes are held in book-entry form directly in the relevant Clearing System), as soon as possible.

The quorum at any Meeting for passing an Extraordinary Resolution which constitutes a Reserved Matter (as defined in the Trust Deed) shall (subject as provided below) be two or more persons present holding or representing Notes or forms of proxy or being proxies or representatives and holding or representing in aggregate not less than three-quarters of the aggregate principal amount outstanding of the Notes. If a quorum is not present within 15 minutes after the time fixed for a Meeting, the Meeting will be adjourned for such period being not less than 14 days and not more than 42 days, and to such place as may be appointed by the chairman of the meeting and approved by the Trustee. The Extraordinary Resolution will be considered at an adjourned Meeting (notice of which will be given to the Noteholders). At any adjourned Meeting, two or more persons present holding Notes or being proxies or representatives and holding or representing in aggregate not less than one-quarter of the aggregate principal amount outstanding of the Notes shall (subject as provided below) form a quorum and shall have the power to pass the Extraordinary Resolution.

To be passed at the relevant Meeting, the Extraordinary Resolution requires (a) a majority in favour consisting of not less than three-quarters of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three-quarters of the votes cast on such poll; or (b) a resolution in writing signed by or on behalf of Noteholders holding not less than ninety per cent. in principal amount outstanding of the Notes, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Noteholders. The question submitted to the Meeting shall be decided in the first instance by a show of hands unless a poll is (before, or on the declaration of, the result of the show of hands) demanded by the chairman of the Meeting, the Issuer, the Guarantor, the Company, the Trustee or any person present representing or holding not less than one-fiftieth of the aggregate principal amount of the outstanding Notes. A declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The implementation of the Consent Solicitation and the Extraordinary Resolution will be conditional on the Consent Conditions described in the Consent Solicitation Memorandum.

If passed, the Extraordinary Resolution passed at the Meeting will be binding upon all the Noteholders whether or not present or voting at the Meeting.

### Schedule 1

# **Proposed Amendments**

# I. Proposed Amendments to the Trust Deed and the Conditions

(a) Clause 1.1 of the Trust Deed shall be amended to include the following definition:

"Proposed Repayment Arrangement" means a repayment plan, which may include, amongst other things, the proposed sources for repayment of the Notes (including, if relevant, any plan of asset dispositions), the expected timing for the Issuer to receive funds for the repayment of the Notes as well as any related protection mechanism with respect to such funds;

(b) Clause 9 of the Trust Deed shall be amended to include a new Clause 9.16:

Proposed Repayment Arrangement: the Company will deliver to the Trustee and the Noteholders in accordance with Condition 20 (Notices) a Proposed Repayment Arrangement on or prior to the 60th day following the date on which the Issuer and the Trustee execute a supplemental trust deed to give effect to the amendments to this Trust Deed proposed by the Issuer in an Extraordinary Resolution set out in a notice convening a meeting of the Noteholders published by the Issuer on 23 July 2019. The Company will not be required to disclose in the Proposed Repayment Arrangement any information which the Company or any of its Subsidiaries is prohibited from disclosing by any law, rule or regulation, or any information with respect to which the Company or any of its Subsidiaries is otherwise bound by an obligation of confidentiality.

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

"Mandatory Partial Redemption Amount" means, in respect of any Note, 10 per cent. of its principal amount and any interest due and unpaid and/or accrued but unpaid on such Note up to but excluding the Mandatory Partial Redemption Date, or such other amount as may be specified in the relevant Pricing Supplement;

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

(d) 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 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;

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

Mandatory partial redemption: If 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 Mandatory Partial Redemption Amount on the 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 Mandatory Partial Redemption;

(f) Existing Condition 9(h) 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 (**gh**) above;

(g) The first paragraph in the existing Condition 13 shall be amended as follows:

If any of the following events (each, an "Event of Default") occurs, then the Trustee at its discretion may and, if so requested in writing by Holders of at least one quarter of the aggregate principal amount of the outstanding Notes (except with respect to Condition 13(m), in which case the request shall be in writing from 50% or more of the aggregate principal amount of the outstanding Notes) or if so directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their Early Termination Amount together with accrued interest (if any) without further action or formality:

(h) Condition 13 shall be amended to include a new Condition 13(m) as follows:

Objection to Proposed Repayment Arrangement: the Trustee has received on or before the date which is no later than 30 days following the date on which the Proposed Repayment Arrangement is communicated to the Noteholders in accordance with Condition 20 (Notices), a notice in writing from 50% or more of the aggregate principal amount of the Notes then outstanding that the holders thereof object to the Proposed Repayment Arrangement.

# II. Proposed Amendments to the Pricing Supplement

(a) Paragraph 8 (*Maturity Date*) of the Pricing Supplement shall be amended as follows:

2 August **20192020** 

(b) Paragraph 21 (Call Option) of the Pricing Supplement shall be amended as follows:

Not Applicable On or after the date of this Amended and Restated 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 30 nor more than 60 days' notice to the Noteholders.

(c) A new paragraph 26 and a new paragraph 27 shall be inserted under the heading "Provisions Relating to Redemption" of the Pricing Supplement (and the remaining paragraphs of the Pricing Supplement shall be renumbered accordingly) as follows:

26. **Mandatory Partial Redemption Amount** Applicable

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

### CONTACT INFORMATION

Further information relating to the Noteholder Proposal can be obtained from the Solicitation Agent directly:

# **Solicitation Agent**

Admiralty Harbour Capital Limited

Address: Suite 1702, Prosperity Tower, 39 Queen's Road Central, Central, Hong Kong

Email: chinaminsheng@ahfghk.com

The contacts of the Trustee, the Principal Paying Agent and the Tabulation Agent are set out below:

**Trustee** 

The Bank of New York Mellon, London Branch

One Canada Square London E14 5AL United Kingdom

Fax: +44 (0) 207 964 2509

Attention: Trustee Administration Manager:

(Boom Up Investments Limited /

Project Rose II)

With a copy to:

The Bank of New York Mellon, Hong Kong Branch

Level 24, Three Pacific Place

1 Queen's Road East

**Tabulation Agent** 

Hong Kong

+852 2295 3283 Fax:

Attention: Global Corporate Trust

Lynchpin Bondholder Management Limited

Room 402, 4th Floor, Wellington Plaza, 56-58

Attention: Belinda Urwin

Telephone number: +852 2526 5406 Email: buinfo@lynchpinbm.com

Wellington Street, Central, Hong Kong

**Principal Paying Agent** 

The Bank of New York Mellon, London Branch

One Canada Square London E14 5AL United Kingdom

+44 1202 689660 Fax:

Attention: Corporate Trust Administration

(Boom Up Investments Limited / Project Rose II)

With a copy to:

The Bank of New York Mellon, Hong Kong Branch

Level 24, Three Pacific Place

1 Queen's Road East

Hong Kong

Fax: +852 2295 3283

Global Corporate Trust Attention:

Noteholders whose Notes are held by Euroclear or Clearstream should contact the Tabulation Agent at the

address details above for further information on how to vote at the Meeting.

# **ANNOUNCEMENTS**

If the Issuer is required to make an announcement relating to matters set out in this Notice, any such announcement will be made in accordance with all applicable rules and regulations via (i) notices to the Clearing Systems for communication to Noteholders, (ii) an announcement released on the website of the Singapore Exchange Securities Trading Limited and/or (iii) a notice published on Bloomberg.

This Notice is given by:

**BOOM UP INVESTMENTS LIMITED** 

Dated 23 July 2019