

EXECUTION VERSION

Dated 17 June 2020

CHINA MENGNIU DAIRY COMPANY LIMITED

as Issuer

and

CITICORP INTERNATIONAL LIMITED

as Fiscal Agent

and

CITIBANK, N.A., LONDON BRANCH

as Paying Agent, Transfer Agent and Registrar

FISCAL AGENCY AGREEMENT

relating to

U.S.\$500,000,000 1.875 per cent.

Bonds due 2025

Linklaters

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This Fiscal Agency Agreement is made on 17 June 2020 **between:**

- (1) **CHINA MENGNIU DAIRY COMPANY LIMITED** (the “**Issuer**”);
- (2) **CITICORP INTERNATIONAL LIMITED**, a company with limited liability incorporated in Hong Kong under the Companies Ordinance on October 23, 1970, with company number 21829, and any successor as fiscal agent (the “**Fiscal Agent**”); and
- (3) **CITIBANK, N.A., LONDON BRANCH**, and any successor, as paying agent (the “**Paying Agent**”), transfer agent (the “**Transfer Agent**”) and registrar (the “**Registrar**”).

The Issuer proposes to issue U.S.\$500,000,000 principal amount of Bonds to be known as its 1.875 per cent. Bonds due 2025.

Now it is hereby agreed as follows:

1 Interpretation

1.1 Definitions

Terms defined in the Conditions have the same meaning in this Agreement (except where otherwise defined in this Agreement) and except where the context requires otherwise:

“**Account Holder**” has the meaning ascribed to it in the Deed of Covenant;

“**Agents**” means the Fiscal Agent, the Paying Agent, the Registrar and the Transfer Agent or any of them and shall include such other Agent or Agents as may be appointed from time to time hereunder and, except in Clause 21, references to Agents are to them acting solely through their respective specified offices and “**Agent**” means any of them;

“**Applicable Law**” means any law or regulation including, but not limited to (i) any statute or regulation; (ii) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply; (iii) any agreement between any Authorities; and (iv) any customary agreement between any Authority and any party.

“**Authority**” means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction.

“**Bonds**” means the U.S.\$500,000,000 1.875 per cent. Bonds due 2025 of the Issuer, which expression shall, if the context so admits, include the Global Certificates representing the Bonds;

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open in Hong Kong, London, New York City and the city in which the specified office of the principal paying agent is located;

“**Certificate**” means a certificate representing one or more Bonds and, save as provided in the Conditions, comprising the entire holding by a Bondholder of his Bonds and, save in the case of Global Certificates, being substantially in the form set out in Part B of Schedule 1;

“**Change of Control Put Right**” means the option of any Bondholder to require the Issuer to redeem that Bondholder’s Bonds in accordance with Condition 6(c);

“**Put Exercise Notice**” has the meaning given to it in the Conditions and, in the case of a Bondholders’ redemption option, shall be substantially in the form set out in Schedule 4;

“**Clearstream, Luxembourg**” means Clearstream Banking S.A.;

“Common Depository” means Citibank Europe plc as a depository common to Euroclear and Clearstream, Luxembourg;

“Conditions” means the terms and conditions applicable thereto which shall be substantially in the form set out in Schedule 2 as modified, with respect to any Bonds represented by a Global Certificate, by the provisions of such Global Certificate and shall be endorsed on the relevant Certificate and any reference to a particularly numbered Condition shall be construed accordingly;

“Deed of Covenant” means the deed of covenant dated 17 June 2020 executed by the Issuer in respect of the Bonds;

“Euroclear” means Euroclear Bank SA/NV;

“Extraordinary Resolution” has the meaning set out in Schedule 3;

“Fiscal Agent” means the fiscal agent and principal paying agent for the time being in respect of the Bonds appointed from time to time under this Agreement or an agreement supplemental to it, in its capacity as fiscal agent;

“Global Certificate” means a Certificate substantially in the form set out in Part A of Schedule 1 representing Bonds that are registered in the name of a nominee for the Common Depository for Euroclear, Clearstream, Luxembourg and/or any other clearing system;

“Issue Date” means the date on which the Bonds have been issued;

“outstanding” means, in relation to the Bonds, all the Bonds issued other than (a) those that have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Bonds to the date for such redemption and any interest payable after such date) have been duly paid to the Fiscal Agent as provided in this Agreement and remain available for payment against surrender of Certificates representing such Bonds, (c) those which have become void or in respect of which claims have become prescribed and (d) those which have been purchased and cancelled as provided in the Conditions provided that for the purposes of (1) ascertaining the right to attend and vote at any meeting of the Bondholders and (2) the determination of how many Bonds are outstanding for the purposes of Conditions 9 and 12 and Schedule 3, those Bonds which are beneficially held by or on behalf of the Issuer or any of its Subsidiaries and not cancelled shall (unless no longer so held) be deemed not to remain outstanding;

“Paying Agents” means the Paying Agent referred to above and such further or other Paying Agent or Agents as may be appointed from time to time hereunder.

“Quotation Agent” means the quotation agent as defined to Condition 6;

“Register” means the register referred to in Clause 10;

“Registrar” means the Registrar referred to above or such other Registrar as may be appointed from time to time hereunder;

“Regulations” means the regulations referred to in Clause 11;

“specified office” means each of the offices of the Agents specified herein and shall include such other office or offices as may be specified from time to time hereunder;

“Subscription Agreement” means an agreement dated 10 June 2020 for the subscription of Bonds between the Issuer and the purchasers of the Bonds; and

“Transfer Agents” means the Transfer Agent referred to above and such further or other Transfer Agent or Agents as may be appointed from time to time hereunder.

“Tax” means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax.

1.2 Construction of Certain References

References to:

- 1.2.1 **“US dollars”** and **“U.S.\$”** are to the lawful currency for the time being of the United States of America;
- 1.2.2 other capitalised terms not defined in this Agreement are to those terms as defined in the Conditions;
- 1.2.3 principal and interest shall be construed in accordance with Condition 5; and
- 1.2.4 costs, charges, remuneration or expenses include any value added, turnover or similar tax charged in respect thereof.

1.3 Headings

Headings shall be ignored in construing this Agreement.

1.4 Contracts

References in this Agreement to this Agreement or any other document are to this Agreement or those documents as amended, supplemented or replaced from time to time and include any document which amends, supplements or replaces them.

1.5 Schedules

The Schedules are part of this Agreement and have effect accordingly.

1.6 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

1.7 Alternative Clearing System

References in this Agreement to Euroclear and Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer, the Fiscal Agent and, as applicable, the Registrar.

2 Appointment and Duties

2.1 Appointment

The Issuer appoints the Agents as its agents in respect of the Bonds in accordance with the Conditions at their respective specified offices referred to in the Bonds. Except in Clause 21, references to the Agents are to them acting solely through such specified offices. Each Agent accepts its appointment as agent of the Issuer in relation to the Bonds on the terms set out

in the Conditions and this Agreement, and shall perform the duties required of it by the Conditions and this Agreement. The obligations of the Agents are several and not joint.

2.2 Duties

Each Agent shall be obliged to perform only such duties as are specifically set out in this Agreement and the Conditions and any duties necessarily incidental to them. No implied duties or obligations shall be read into any such documents. No Agent shall be obliged to perform additional duties unless it shall have previously expressly agreed in writing to perform such duties. If the Conditions are amended on or after the date hereof in a way that affects the duties expressed to be performed by such Agent, it shall not be obliged to perform such duties as so amended or affected unless it has first expressly approved the relevant amendment in writing.

3 Issue of Bonds

3.1 Form of the Bonds

The Bonds will initially be represented by a Global Certificate in the principal amount of U.S.\$500,000,000, issued in accordance with the following provisions.

3.2 Issue and Delivery of Certificates

The Issuer shall, on or before 11:00 a.m. (Hong Kong time) two Business Days prior to the Issue Date, procure the delivery to the Registrar of the Global Certificate representing the Bonds, duly executed on behalf of the Issuer; and an instruction to authenticate the Global Certificate. Immediately before the issue of any Global Certificate, the Registrar (or its agent on its behalf) shall authenticate it. Following receipt of any Certificate, the Fiscal Agent shall (in the case of any unauthenticated Certificate, after first authenticating it as, or as agent for, the Registrar) deliver it on the Business Day immediately preceding its Issue Date to the Common Depository or to such clearing system or other depository for a clearing system as shall have been agreed between the Issuer and the Fiscal Agent, together with instructions to the clearing systems to whom (or to whose depository) such Global Certificate has been delivered to credit the underlying Bonds represented by such Global Certificate to the securities account(s) at such clearing systems that have been notified to the Fiscal Agent by the Issuer on a delivery against payment basis or, if notified to the Fiscal Agent by the Issuer, on a delivery free of payment basis.

The Fiscal Agent shall as soon as reasonably practicable notify the Registrar if for any reason a Certificate is not delivered in accordance with the Issuer's instructions. Failing any such notification, the Registrar shall cause an appropriate entry to be made in the Register to reflect the issue of the Bonds to the person(s) whose name and address appears on each such Certificate on the Issue Date (if any).

3.3 Clearing Systems

In delivering any Global Certificate in accordance with Clause 3.2, the Fiscal Agent shall give instructions to the relevant clearing system to hold the Bonds represented by it to the order of the Fiscal Agent pending transfer to the securities account(s) referred to in Clause 3.2. Upon payment for any such Bonds being made to the Fiscal Agent, it shall transfer such payment immediately on the same day to the account of the Issuer notified to it by the Issuer. For so long as any such Bond continues to be held to the order of the Fiscal Agent, the Fiscal Agent shall hold such Bond to the order of the Issuer.

3.4 No Advance Payment

If the Fiscal Agent pays an amount (the “**Advance**”) to the Issuer on the basis that a payment (the “**Payment**”) has been, or will be, received from any person and if the Payment has not been, or is not, received by the Fiscal Agent on the date the Fiscal Agent pays the Issuer, the Issuer shall, on demand, reimburse the Fiscal Agent the Advance and pay interest to the Fiscal Agent on the outstanding amount of the Advance from the date on which it is paid out to the date of reimbursement at the rate per annum equal to the cost to the Fiscal Agent of funding such amount, as certified by the Fiscal Agent. Such Interest shall be compounded daily. Each Agent is not obliged to make any payment on the Bond, unless and until it has received the full amount of the payment according to the terms of this Agreement.

3.5 Signing of Certificates

The Certificates shall be signed manually or in facsimile on behalf of the Issuer by a duly authorised signatory of the Issuer. The Issuer may however adopt and use the signature of any person who at the date of signing a Certificate is a duly authorised signatory of the Issuer even if, before the Certificate is issued, he ceases for whatever reason to hold such office and the Certificates issued in such circumstances shall nevertheless represent valid and binding obligations of the Issuer. Certificates shall be printed, in accordance with all applicable stock exchange requirements.

3.6 Details of Certificates Delivered

As soon as practicable after delivering any Certificate, the Fiscal Agent or the Registrar, as the case may be, shall supply to the Issuer and the other Agents all relevant details of the Certificates delivered, in such format as it shall from time to time agree with the Issuer.

3.7 Cancellation

If any Bond in respect of which information has been supplied under Clause 3.2 is not to be issued on a given Issue Date, the Issuer shall immediately (and, in any event, prior to the Issue Date) notify the Registrar. Upon receipt of such notice, the Registrar shall not thereafter issue or release the relevant Certificate(s) but shall cancel and, unless otherwise instructed by the Issuer, destroy them and shall not make any entry in the Register in respect of them.

3.8 Outstanding Amount

The Fiscal Agent shall, as soon as practicable upon receipt of written request from the Issuer, inform such person of the aggregate principal amount of the Bonds then outstanding at the time of such request.

4 Payment

4.1 Payment to the Paying Agent

For funds remitted by the Issuer to the Paying Agent, the Issuer will, before 10:00 a.m. (London time), on the Business Day (as defined in Clause 1.1) prior to each date on which any payment in respect of any Bond becomes due under the Conditions, transfer to an account specified by the Paying Agent an amount in the relevant currency sufficient for the

purposes of the payment in funds settled through such payment system as the Paying Agent and the Issuer may agree.

4.2 Pre-advice of Payment

The Issuer shall procure that the bank through which the payment to the Fiscal Agent required by Clause 4.1 is to be made confirms to the Fiscal Agent the relevant account details, the amount and the value date for such payment by an irrevocable payment instruction from the Issuer no later than 10:00 a.m. (London time) on the Business Day before the due date of such payment.

4.3 Notification of Failure to Pre-advise Payment

The Fiscal Agent shall as soon as reasonably practicable notify each of the other Agents and the Issuer if it has not received the confirmation referred to in Clause 4.2 by the time specified for its receipt, unless it is satisfied that it will receive the amount referred to in Clause 4.1.

4.4 Payment by Agents

Unless they receive a notification from the Fiscal Agent under Clause 4.3 and subject to Clause 4.6, the Registrar shall, subject to and in accordance with the Conditions, pay or cause to be paid on behalf of the Issuer on and after each due date therefor the amounts due in respect of the Bonds and shall be entitled to claim any amounts so paid from the Fiscal Agent.

4.5 Notification of Non-payment

The Fiscal Agent shall as soon as reasonably practicable notify by facsimile each of the other Agents and the Issuer if it has not received the amount referred to in Clause 4.1 by the time specified for its receipt, unless it is satisfied that it will receive such amount or it has already notified such persons pursuant to Clause 4.3.

4.6 Suspension of Payment by Agents

Upon receipt of a notice from the Fiscal Agent under Clause 4.3, no Agent shall make any payment in accordance with Clause 4.4. Upon receipt of a notice from the Fiscal Agent under Clause 4.5, each Agent shall cease making payments in accordance with Clause 4.4 as soon as is reasonably practicable. Upon receipt of a notice from the Fiscal Agent under Clause 4.7, each Agent shall make, or shall recommence making, payments in accordance with Clause 4.4.

4.7 Payment After Failure to Pre-advise or Late Payment

The Fiscal Agent shall as soon as reasonably practicable notify by facsimile each of the other Agents, the Issuer if at any time following the giving of a notice by the Fiscal Agent under Clause 4.3 or 4.5 either any payment provided for in Clause 4.1 is made on or after its due date but otherwise in accordance with this Agreement or the Fiscal Agent is satisfied that it will receive such payment.

4.8 Reimbursements of Agents

The Fiscal Agent shall on demand promptly reimburse each Agent for payments in respect of the Bonds properly made by it in accordance with the Conditions and this Agreement.

4.9 Method of payment to Fiscal Agent

Each amount payable under Clause 4.1 shall be paid in US dollars and in immediately available or same day funds to such account with such bank as the Fiscal Agent may from time to time notify to the Issuer with the notification given at least 10 Business Days prior to the relevant payment date.

4.10 Moneys held by Fiscal Agent

The Fiscal Agent may deal with moneys paid to it under this Agreement in the same manner as other moneys paid to it as a banker by its customers except that (1) it may not exercise any lien, right of set-off or similar claim in respect of them and (2) it shall not be liable to anyone for interest on any sums held by it under this Agreement. Any funds held by the Agent in respect of the Bonds are held as banker and not subject to the Client Money Rules of the Financial Conduct Authority of the United Kingdom.

4.11 Partial Payments

If on surrender of a Certificate only part of the amount payable in respect of it is paid (except as a result of a deduction of tax permitted by the Conditions), the Agent to whom it is presented shall procure that it is enfaced with a memorandum of the amount paid and the date of payment and shall return it to the person who surrendered it. Upon making payment of only part of the amount payable in respect of any Bond, the Registrar shall make a note of the details of such payment in the Register.

4.12 Interest

If the Fiscal Agent pays out any amount due in respect of the Bonds in accordance with the Conditions or due in accordance with Clause 4.8 before receipt of the amount due under Clause 4.1, the Issuer shall on demand reimburse the Fiscal Agent for the relevant amount and pay interest to the Fiscal Agent on such amount that is outstanding from the date on which it is paid out to the date of reimbursement at the rate per annum equal to the cost to the Fiscal Agent of funding the amount paid out, as certified by the Fiscal Agent. Such interest shall be compounded daily. Each Agent is not obliged to make any payment on the Bond, unless and until it has received the full amount of the payment according to the terms of this Agreement.

4.13 Void Global Certificate

If any Bond represented by a Global Certificate becomes void in accordance with its terms after the occurrence of an Event of Default, the Fiscal Agent shall promptly notify the Agents and, after such notice has been given, no payment shall be made by them in respect of that Bond to the extent that the Global Certificate representing such Bond has become void.

5 Repayment

If claims in respect of any Bond become void or prescribed under the Conditions, the Fiscal Agent shall forthwith repay to the Issuer the amount that would have been due on such Bond if it or the relative Certificate had been surrendered for payment before such claims became void or prescribed. Subject to Clause 21, the Fiscal Agent shall not however be otherwise required or entitled to repay any sums received by it under this Agreement.

6 Early Redemption and Exercise of Options

6.1 Notice to Fiscal Agent

If the Issuer intends (other than consequent upon an Event of Default or any right of the holder to require redemption) to redeem all or any of the Bonds before their stated maturity date it shall, at least 14 days before the latest date for the publication of the notice of redemption required to be given to Bondholders, give notice of such intention to the Fiscal Agent stating the date on which such Bonds are to be redeemed and the principal amount of Bonds to be redeemed or subject to the option.

6.2 Notice to Bondholders

The Fiscal Agent shall publish any notice to Bondholders required in connection with any such redemption or exercise of an Issuer's option. Such notice shall specify the date fixed for redemption, the redemption price and the manner in which redemption will be effected. In addition, the Fiscal Agent shall send to each holder of Bonds that are called for redemption or exercise of any option, at its address shown in the Register, a copy of such notice together with details of such holder's Bonds called for redemption and the extent of such redemption.

6.3 Put Exercise Notices

The Transfer Agent with which a Certificate is deposited in a valid exercise of any Bondholder's Change of Control Put Right shall hold such Certificate on behalf of the depositing Bondholder (but shall not, save as provided below, release it) until the due date for redemption of, or exercise of the Change of Control Put Right relating to, the relevant Bond(s) consequent upon the exercise of such Change of Control Put Right, when, in the case of an option to redeem, and subject as provided below, it shall surrender any such Certificate to itself for payment of the amount due in accordance with the Conditions and shall cause the Registrar to pay such moneys in accordance with the directions of the Bondholder contained in the Put Exercise Notice. In the event of the exercise of any other option, each Agent shall take the steps required of it in the Conditions and Clause 9. If any such Bond becomes immediately due and payable before the due date for its redemption or exercise of the Change of Control Put Right, or if upon due surrender of the Certificate representing a Bond payment of the amount due is improperly withheld or refused or exercise of the Change of Control Put Right is improperly denied, the Agent concerned shall mail the Certificate representing such Bond by uninsured post to, and at the risk of, the relevant Bondholder (unless the Bondholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent) to such address as may have been given by the Bondholder in the Put Exercise Notice or where no address has been given, to the address appearing in the Register. At the end of each period for the exercise of any such Change of Control Put Right, each Agent shall promptly notify the Fiscal Agent of the principal amount of the Bonds in respect of which such Change of Control Put Right has been exercised with it together with the certificate numbers of the Certificates representing them and the Fiscal Agent shall promptly notify such details to the Issuer.

6.4 Notification of Quotation Agent

The Issuer shall (i) as soon as reasonably practicable notify the Fiscal Agent and the principal paying Agent in writing of the appointment of a Quotation Agent in accordance with Condition 6(d); and (ii) instruct such Quotation Agent to promptly provide to the principal paying agent and the Fiscal Agent a copy of the information it is required to provide to the Issuer under Condition 6(d).

7 Cancellation, Destruction, Records and Reporting Requirements

7.1 Cancellation

All Certificates representing Bonds that are redeemed, shall be cancelled forthwith by the Transfer Agent to which the Certificates are surrendered for redemption of the Bonds. Such Transfer Agent shall send to the Registrar the details required by such person for the purposes of this Clause and the cancelled Certificates.

7.2 Cancellation by Issuer

If the Issuer or any of its Subsidiaries purchase any Bonds that are to be cancelled in accordance with the Conditions, the Issuer shall immediately notify the Registrar of the principal amount of those Bonds it has purchased and shall procure their cancellation by the Registrar and the Registrar shall effect such cancellation accordingly.

7.3 Certificate of Registrar

The Registrar shall as soon as possible and in any event within three weeks after the date of any such redemption, payment, exchange or purchase, send the Issuer a certificate stating (1) the aggregate principal amount of Bonds that have been redeemed and cancelled and the aggregate amounts paid in respect of the Bonds so redeemed or purchased and cancelled, (2) the certificate numbers of the Certificates representing them, and (3) the total amount of outstanding Bonds, the aggregate amount of interest paid and the dates of such payment.

7.4 Destruction

Unless otherwise instructed by the Issuer or unless, in the case of the Global Certificate, it is to be returned to its holder in accordance with its terms, the Registrar (or its designated agent) shall destroy the cancelled Certificates in its possession and shall send the Issuer a certificate giving the certificate numbers of such Certificates in numerical sequence.

7.5 Reporting Requirements

The Fiscal Agent shall (on behalf of the Issuer) submit such reports or information as may be required from time to time in relation to the issue and purchase of Bonds by applicable law, regulations and guidelines promulgated by any governmental regulatory authority agreed between the Issuer and the Fiscal Agent, provided that the such report or information is provided to the Fiscal Agent by the Issuer, and that the Fiscal Agent shall not be responsible for monitoring or ascertaining whether there are any such law, regulations and guidelines, or be required to keep itself informed of any changes therein.

7.6 Information from Issuer

The Registrar shall only be required to comply with its obligations under this Clause 7 in respect of Bonds surrendered for cancellation following a purchase of the same by the Issuer or by any of its Subsidiaries to the extent it has been informed by the Issuer of such purchases in accordance with Clause 7.2 above.

8 Replacement Certificates

8.1 Replacement

The Registrar (in such capacity, the “**Replacement Agent**”) shall issue replacement Certificates in accordance with the Conditions.

8.2 Conditions to replacement of Certificates

The Registrar shall not issue any replacement Certificate unless and until the applicant therefor shall have:

- 8.2.1 furnished the Registrar (either directly or through the relevant Agent) with such evidence (including evidence as to the certificate number of the Certificate in question), indemnity and security in respect thereof as the Issuer and the Registrar may require;
- 8.2.2 surrendered to the Registrar (either directly or through the relevant Agent) any mutilated or defaced Certificate; and
- 8.2.3 paid such expenses (taxes and duties) as may be incurred in connection therewith.

8.3 Cancellation

The Replacement Agent shall cancel and, unless otherwise instructed by the Issuer, destroy any mutilated or defaced Certificates replaced by it and shall send the Issuer and the Fiscal Agent a certificate giving the information specified in Clause 7.3.

8.4 Notification

The Replacement Agent shall, on issuing a replacement Certificate, as soon as reasonably practicable to inform the other Agents of its certificate number and of the one that it replaces.

8.5 Surrender after Replacement

If a Certificate that has been replaced is surrendered to a Transfer Agent for payment, that Transfer Agent shall as soon as reasonably practicable inform the Registrar, who shall so inform the issuer.

9 Duties of the Transfer Agents

If and to the extent so specified by the Conditions and in accordance therewith and with the terms of this Agreement, or if otherwise requested by the Issuer, the Transfer Agent shall make available forms of transfer in respect of the Bonds and receive requests for the transfer of Bonds, forms of transfer and other evidence. In addition, the Transfer Agent to which a Certificate is surrendered for the transfer of, or exercise of any Bondholders' option relating to, the Bonds represented by it shall forthwith notify the Registrar of (1) the name and address of the holder of the Bond(s) appearing on such Certificate, (2) the certificate number of such Certificate and principal amount of the Bond(s) represented by it, (3) (in the case of an exercise of an option) the contents of the Put Exercise Notice, (4) (in the case of a transfer of part only) the principal amount of the Bond(s) to be transferred, and (5) (in the case of a transfer) the name and address of the transferee to be entered on the Register and, subject to Clause 6.3, shall cancel such Certificate and forward it to the Registrar.

10 Duties of the Registrar

The Registrar shall authenticate and deliver the Global Certificate and any Certificates issued in exchange therefor or upon transfer thereof and maintain a Register in London in accordance with the Conditions and the Regulations. The Register shall show the number of issued Certificates, their principal amount, their date of issue and their certificate number (which shall be unique for each Certificate) and shall identify each Bond, record the name and address of its initial subscriber, all subsequent transfers, exercises of options and

changes of ownership in respect of it, the names and addresses of its subsequent holders and the Certificate from time to time representing it. The Registrar shall at all reasonable times during office hours of the Registrar make the Register available to the Issuer, the Fiscal Agent and the Transfer Agents or any person authorised by any of them for inspection and for the taking of copies and the Registrar shall deliver to such persons all such lists of holders of Bonds, their addresses and holdings as they may request.

The Registrar shall (i) provide to the Issuer notice of any change in the place where the Register is kept or of any discontinuance of the Register, such notice to be provided within seven business days (at the place of the specified office of the Registrar) of such change or discontinuance (as the case may be) and (ii) upon the Issuer's written request, transmit to the Issuer a copy of every entry in the Register as soon as practicable.

The Registrar will maintain proper records in relation to the title to any of the Bonds including all forms of transfer, probates, letters of administration and powers of attorney. The provisions set forth in Schedule 5 hereto shall apply in relation to the maintenance of the Register and the transfer of Bonds. The Registrar will enter in the Register the details of all redemptions of Bonds notified to it as aforesaid and the Registrar will comply with the proper and reasonable requests of the Issuer with respect to the maintenance of the Register.

The Registrar will also have certain duties in connection with the replacement of Global Certificates, which duties are set out in Clause 8.

11 Regulations Concerning the Bonds

The Issuer may, subject to the Conditions, from time to time with the approval of the Fiscal Agent, the Transfer Agents and the Registrar promulgate regulations concerning the carrying out of transactions relating to the Bonds and the forms and evidence to be provided. All such transactions shall be made subject to the Regulations. The initial Regulations are set out in Schedule 5.

12 Documents and Forms

12.1 Fiscal Agent

The Issuer shall provide to the Fiscal Agent in a sufficient quantity, for distribution among the relevant Agents as required by this Agreement or the Conditions all documents (including Put Exercise Notices) required under the Bonds or by any stock exchange on which the Bonds are listed to be available for issue or inspection during business hours (and the Transfer Agents shall make such documents available for collection or inspection to the Bondholders that are so entitled and carry out the other functions set out in Schedule 5).

12.2 Registrar

The Issuer shall provide the Registrar with enough blank Certificates (including Global Certificate) to meet the Transfer Agents' and the Registrar's anticipated requirements for Certificates upon the issue and transfer of the Bonds, for the purpose of issuing replacement Certificates.

12.3 Certificates held by Agents

Each Agent (1) acknowledges that all forms of Certificates delivered to and held by it pursuant to this Agreement shall be held by it as custodian only and it shall not be entitled to and shall not claim any lien or other security interest on such forms, (2) shall only use

such forms in accordance with this Agreement, (3) shall maintain all such forms in safe custody, (4) shall take such security measures as may reasonably be necessary to prevent their theft, loss or destruction and (5) shall keep an inventory of all such forms and make it available to the Issuer and the other Agents at all reasonable times.

12.4 Documents made available to Account Holders

12.4.1 The Issuer shall promptly after the date of this Agreement deliver the Deed of Covenant to the Fiscal Agent at its specified office; and

12.4.2 The Fiscal Agent, Registrar and the Transfer Agent shall at all reasonable times during office hours make available at its office this Agreement, the Deed of Covenant (or copies thereof) to any Account Holder (on appropriate proof of its identity and interest) and for the taking of copies.

13 Fees and Expenses

13.1 Fees

The Issuer shall pay to the Fiscal Agent the fees and expenses in respect of the Agents' services as is separately agreed in writing with the Fiscal Agent and the Issuer and need not concern itself with their apportionment among the Agents. The Issuer shall also pay to the Agent an amount equal to any value added tax which may be payable in respect of the fees and commissions together with all expenses incurred by the Agent in connection with its services under this Agreement.

13.2 Costs

The Issuer agrees to pay on demand all reasonable out-of-pocket expenses (including legal, advertising, telex and postage expenses) properly incurred by the Agents in connection with their services under this Agreement and the Conditions promptly upon receipt from the Fiscal Agent of notification of the amount of expense together with the relevant invoices and/or receipts, together with any applicable value added tax, sales, stamp, issue, registration, other documentary taxes, duties, assessments or government charges (including any interest and penalties thereon or in connection therewith) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement, provided that such expenses shall only be incurred by the Agents with the prior consent of the Issuer (such consent not to be unreasonably withheld or delayed).

13.3 Withholding

All payments by the Issuer under this Agreement shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by Hong Kong, the PRC or any other relevant jurisdiction or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will result in the receipt by the relevant Agent of such amounts as would have been received by it if no such withholding or deduction had been required.

Stamp Duties

The Issuer will pay or reimburse all stamp, registration and other documentary taxes, duties, assessments or government charges (including any interest and penalties thereon or in connection therewith), if any, to which this Agreement may be subject or payable in

connection with the execution, delivery, issue, payment, performance and/or enforcement of this Agreement by the Agents. No Agent (a) shall be under any obligation to determine whether the Issuer is liable to pay such taxes, fees, assessments, government charges or duties; (b) shall be liable to pay any such taxes, duties, assessments and/or government charges; (c) shall be concerned with, or obligated or required to enquire into, the sufficiency of any amount paid by the Issuer or any Bondholder for this purpose; and (d) shall be liable for any losses as a result of any non-payment of the same by the Issuer.

13.4 Interest

Other than separately agreed in writing, the relevant Agent shall notify the Issuer in writing, with a reasonable notice period, of (i) such amount payable by the Issuer under Clause 13 or Clause 14 and (ii) the due date of the payment. If any such amount is not paid on the due date, interest on the unpaid amount shall accrue daily from the day following the due date to the date of actual payment at a rate equal to the aggregate of the cost of funds properly and reasonably incurred by the relevant Agent and shall be paid to the relevant Agent or other Indemnified Party by the Issuer.

14 Indemnity

14.1 By Issuer

The Issuer hereby unconditionally and irrevocably covenants and undertakes to indemnify and hold harmless each Agent, its directors, officers, employees and agents (each an “**indemnified party**”) in full at all times against all losses, liabilities, actions, proceedings, claims, demands, penalties, damages, costs, expenses, disbursements, and other liabilities whatsoever (the “**Losses**”), including without limitation, any properly and reasonably incurred costs and expenses of legal advisors and other experts, which may be incurred, suffered or brought against such indemnified party as a result of or in connection with (a) their appointment or involvement hereunder or the exercise of any of their power of duties hereunder or the taking of any acts in accordance with the terms of this Agreement; (b) this Agreement and any other transaction documents; or (c) any instructions or other direction upon which such Agent may rely under this Agreement, as well as the costs and expenses incurred by an indemnified party of defending itself against or investigating any claim or liability with respect of the foregoing provided that this indemnity shall not apply in respect of an indemnified party to the extent but only to the extent that a court of competent jurisdiction determines that any such Losses incurred or suffered by or brought against such indemnified party arise directly from the fraud, wilful misconduct or gross negligence of such indemnified party.

14.2 Survival

This indemnity shall survive the resignation or removal of the Agents or the termination and expiry of this Agreement.

14.3 The fees and expenses to be borne by the Issuer as contemplated in Clause 13 and the amounts to be paid by the Issuer pursuant to Clause 14 shall be paid free and clear of set-off, counterclaim, deduction and withholding on account of taxation unless the same is required by law. In the event any set-off, counterclaim, withholding or deduction is required by law, the Issuer shall pay such additional amounts as will result in receipt by each Agent and each other indemnified party (as defined in Clause 14) of such amounts as would have been received by it had no such set-off, counterclaim, withholding or deduction been required.

15 General

15.1 No Agency or Trust

In acting under this Agreement and in connection with the Bonds, the Agents shall act solely as agent of the Issuer and will assume no obligation or responsibility towards or relationship of agency or trust for or with any Bondholder or any other third party and need only perform the duties set out expressly in this Agreement and the Conditions and no implied duties or obligations of any kind (including without limitation duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement or the Conditions against the Agents.

15.2 Holder to be treated as Owner

Except as otherwise required by the Conditions or as ordered by a court of competent jurisdiction or otherwise required by law, each Agent shall treat the registered holder or bearer of a Bond as its absolute owner of it for all purposes (whether or not it is overdue and notwithstanding any notice of ownership or writing on it or any notice of previous loss or theft of it) as provided in the Conditions and shall not be liable for doing so.

15.3 No Lien

No Agent shall exercise any lien, right of set-off or similar claim against any Bondholder in respect of moneys payable by it under this Agreement.

15.4 Taking of Advice

Each Agent may consult on any legal matter any legal or other professional adviser selected by it (and with prior notice to the Issuer), who may be an employee of or adviser to the Issuer, and such Agent and its directors, officers, employees and any duly appointed agents shall be protected and not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion.

15.5 No inquiry

The Agents may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and reasonably believed by it to be genuine and purporting to have been signed or presented by the proper parties. The Agents shall not be under any duty to inquire into or investigate the validity, accuracy or content of any such document.

15.6 Other Relationships

Any Agent, its officers, directors or employees and any other person, whether or not acting for itself, may acquire, hold or dispose of any Bond or other security (or any interest therein) of the Issuer or any other person, may enter into or be interested in any contract or transaction with any such person, and may act on, or as depositary, trustee or agent for, any committee or body of holders of securities of any such person, in each case with the same rights as it would have had if that Agent were not an Agent without regard to the interests of the Issuer and need not account for any profit, brokerage, commission or other remuneration.

15.7 List of Authorised Persons

The Issuer shall provide the Fiscal Agent for itself and for delivery to each other Agent with a copy of the certified list of persons authorised to take action on behalf of the Issuer in connection with this Agreement and shall notify the Fiscal Agent and each other Agent

immediately in writing if any of such persons ceases to be so authorised or if any additional person becomes so authorised. Unless and until notified of any such change, each Agent may rely on the certificate(s) most recently delivered to it and all instructions given in accordance with such certificate(s) shall be binding on the Issuer.

15.8 Listing

Nothing in this Agreement shall require any Agent to assume an obligation of the Issuer arising under any provision of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other applicable competent authority).

15.9 Issuer's default

In the case of any default by the Issuer of its obligations under this Agreement and the Conditions, none of the Agents shall have any duty or responsibility in the performance of the Issuer's obligations hereof or thereof.

15.10 Instruction in Writing

Notwithstanding anything to the contrary contained in this Agreement, none of the Agents shall be obliged to act or omit to act in accordance with any instruction, direction or request delivered to them by the Issuer unless such instruction, direction or request is delivered to such Agent in writing.

15.11 Delegation

The Agents may execute any of their powers and perform any of their duties hereunder directly or through delegates or attorneys. Provided that the Agents shall have exercised reasonable care in its selection, the Agents shall not be liable for the acts of such delegates or attorneys, shall not be responsible for supervising such delegate or attorney.

15.12 Amendment/Modification

This Agreement may be amended by all of the parties, without the consent of any Bondholder, either (1) for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained in this Agreement or (2) in any manner which the parties may mutually deem necessary or desirable and which shall not be inconsistent with the Conditions and shall not be materially prejudicial to the interests of the Bondholders.

15.13 Compliance

Each Agent shall be entitled to take any action or to refuse to take any action which such Agent regards as necessary for it to comply with any applicable law, regulation or fiscal requirement, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.

15.14 Agents' Liability

Each Agent shall only be liable to the Issuer for losses, liabilities, costs, expenses and demands ("**Liabilities**") arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Issuer to the extent that the Agent has been grossly negligent, fraudulent or in wilful default in respect of its obligations under this Agreement.

15.15 Agents not obliged to act

Each Agent shall not be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.

15.16 No Liability for interest

No Agent shall be under any liability for interest on any moneys at any time received by it pursuant to any of the provisions of this Agreement or of the Bonds and applied by it in accordance with the provisions hereof, except as otherwise provided hereunder or agreed in writing.

15.17 Illegality

In the event that any of the Agents shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from the Issuer, which in its reasonable opinion, conflict, unclear with any of the provisions of this Agreement or equivocal instruction received or in order to comply with any Applicable Law, it shall be entitled to refrain without liability from taking any action until it is directed in writing by a final order or judgment of a court of competent jurisdictions.

Notwithstanding anything else herein contained, the Agent may refrain without liability from doing anything that would or might in its reasonable opinion be contrary to any law of any state or jurisdiction (including but not limited to Hong Kong, the United States of America or any jurisdiction forming a part of it and England & Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its reasonable opinion, necessary to comply with any such law, directive or regulation.

15.18 Information

The Issuer undertakes to the Agents, to the extent that doing so would not, in the reasonable opinion of the Issuer, breach any Applicable law, its fiduciary duty or duty of confidentiality and it has such information, that:

- 15.18.1** It will provide to each Agent all documentation and other information reasonably required by such Agent from time to time to comply with any Applicable Law as soon as reasonably practicable upon request by the such Agent;
- 15.18.2** It will notify each Agent in writing as soon as reasonably practicable upon becoming aware of any change that affects the tax status of the Issuer pursuant to any Applicable Law and will provide such Agent with any information or instructions required to effect payments which the Issuer determines are required to be made to the relevant Authorities in respect of the Bonds in light of such change; and
- 15.18.3** It shall be the sole responsibility of the Issuer to determine whether a deduction or withholding is or will be required from any payment to be made in respect of the Bonds or otherwise in connection with this Agreement and to procure that such deduction or withholding is made in a timely manner to the appropriate Authorities and the Issuer shall as soon as reasonably practicable notify each Agent upon determining or becoming aware of such requirement. The Issuer shall notify the Fiscal Agent in writing as soon as reasonably practicable and prior to the date on which any payment for which a deduction or withholding is required of (i) the amount of such deduction or withholding and (ii) the relevant Authorities to whom such amount should be paid. The Issuer shall as soon as reasonably practicable provide

each Agent with all information reasonably required for each Agent to be able to make such payment.

15.19 Entire Agreement

Except as agreed by the parties to be amended, restated and/or supplemented from time to time, this Agreement and the fee letter (the “**Fee Letter**”) between Citicorp International Limited, Citibank, N.A., London Branch and the Issuer contains the whole agreement between the parties relating to the subject matter of this Agreement and supersedes any previous written or oral communication between the parties in relation to the matters dealt with in this Agreement. In the event of any inconsistency or conflict between the provisions of this Agreement and the Fee Letter, the provisions of this Agreement shall prevail.

16 Withholding Tax

16.1 Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under this Agreement for or on account of any present or future taxes, duties, assessments or government charges if and to the extent so required by applicable law, in which event such Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted.

16.2 If the Issuer or any Agent is, in respect of any payment in respect of the Bonds, required to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges, the Issuer shall give written notice of that fact to such Agent as soon as the Issuer becomes aware of the requirement to make the withholding or deduction and shall give to such Agent such information as such Agent shall require to enable it to assess and comply with the requirement.

16.3 Notwithstanding any other provision of this Agreement, the Issuer shall indemnify the Agents against any liability or loss howsoever incurred in connection with the Issuer’s obligation to withhold or deduct an amount on account of tax.

17 Anti-money laundering

Each Agent may take and instruct any delegate to take any action which it in its sole discretion considers appropriate so as to comply with any applicable law, regulation, request of a public or regulatory authority or any Agent’s internal policy which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on the depositor’s accounts (particularly those involving the international transfer of funds) including the source of the intended recipient of fund paid into or out of the depositor’s accounts. In certain circumstances, such action may delay or prevent the processing of the depositor’s instructions, the settlement of transactions over the depositor’s accounts or the Agent’s performance of its obligations under this Agreement. Where possible, such Agent will endeavour to notify the depositor of the existence of such circumstances. Neither the Agent nor any delegate will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) caused in whole or in part by any actions which are taken by such Agent or any delegate pursuant to this clause.

18 Special Damages and Consequential Loss

Notwithstanding any other term or provision of this Agreement to the contrary, in no event shall any Agent be liable under any circumstances for special, punitive, indirect or consequential loss or damage of any kind whatsoever, whether or not foreseeable, or for any loss of business, goodwill, opportunity or profit, whether arising directly or indirectly and whether or not foreseeable, even if such Agent is actually aware of or has been advised of the likelihood of such loss or damage and regardless of whether the claim for such loss or damage is made in negligence, for breach of contract, breach of trust, breach of fiduciary obligation or otherwise. The provisions of this Clause shall survive the termination or expiry of this Agreement or the resignation or removal of the Agents.

19 Force Majeure

Notwithstanding anything to the contrary in this Agreement, no Agent shall in any event be liable for any failure or delay in the performance of its obligations hereunder if it is prevented from so performing its obligations by any circumstances beyond the control of such Agent, including without limitation, any existing or future law or regulation, any existing or future act of governmental authority, Act of God, flood, war whether declared or undeclared, terrorism, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system.

20 Agents' responsibility to validity or legality of Bonds

The Agents shall not be responsible to anyone with respect to the legality of this Agreement or the validity or legality of the Bonds.

21 Changes in Agents

21.1 Appointment and Termination

The Issuer may at any time appoint additional Transfer Agents and/or terminate the appointment of any Agent by giving to the Fiscal Agent and that Agent at least 60 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment in respect of the Bonds. Upon any letter of appointment being executed by or on behalf of the Issuer and any person appointed as an Agent, such person shall become a party to this Agreement as if originally named in it and shall act as such Agent in respect of the Bonds.

21.2 Resignation

Any Agent may resign its appointment at any time on giving not less than 45 days' prior written notice to the Issuer without assigning any reason and without being responsible for any costs, charges and expenses occasioned by such resignation. The Issuer hereby covenants that in the event of any Agent giving notice under this Clause it shall use its best endeavours to procure a new Agent to be appointed and if the Issuer has not procured the appointment of a new Agent within 10 days of the expiry of such written notice, such Agent shall be entitled, on behalf of the Issuer, to appoint in its place a successor Agent a financial institution of good standing which the Issuer shall approve, or may petition any court of competent jurisdiction for its resignation provided that it has notified the Issuer prior to it

doing so. If such petition is granted, such Agent shall notify the Issuer and the Bondholders in writing of its resignation.

21.3 Condition to Resignation or Termination

No resignation or (subject to Clause 21.5) termination of the appointment of the Fiscal Agent or the Registrar shall, however, take effect until a new Fiscal Agent (which shall be a bank or trust company) or, as the case may be, a new Registrar has been appointed and no resignation or termination of the appointment of a Paying Agent or a Transfer Agent shall take effect if there would not then be such number of Paying Agent or Transfer Agents as is required by the Conditions provided.

21.4 Change of Office

If an Agent changes the address of its specified office in a city it shall give the Issuer and the Fiscal Agent at least 45 days' notice of the change, giving the new address and the date on which the change is to take effect. As soon as practicable thereafter and in any event at least 30 days before the change, the Fiscal Agent shall give to the Bondholders on behalf of the Issuer notice of the change and the address of the new specified office under Condition 14.

21.5 Automatic Termination

The appointment of the Fiscal Agent shall forthwith terminate if the Fiscal Agent becomes incapable of acting, is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver, administrator or other similar official of all or a substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the insolvency, winding-up or dissolution of the Fiscal Agent, a receiver, administrator or other similar official of the Fiscal Agent or all or a substantial part of its property is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law, or a public officer takes charge or control of the Fiscal Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation.

21.6 Delivery of Records

If an Agent resigns or its appointment is terminated, such Agent shall on the date on which the resignation or termination takes effect pay to the successor Agent any amount held by it for payment in respect of the Bonds and deliver to the successor Agent the records kept by it and all documents and forms held by it pursuant to this Agreement.

21.7 Successor Corporations

A corporation into which an Agent is merged or converted or with which it is consolidated or that results from a merger, conversion or consolidation to which it is a party, or any corporation succeeding to all or substantially all the corporate trust business of the Agent, shall, to the extent permitted by applicable law, be the successor Agent under this Agreement without further formality or the execution or filing of any papers or any further act on the part of the parties hereto. The Agent concerned shall forthwith notify such an event to the Issuer, the Bondholders and the other parties to this Agreement.

21.8 Notices

The Fiscal Agent shall give Bondholders at least 30 days' notice of any proposed appointment, termination, resignation or change under Clauses 21.1 to 21.4 of which it is

aware and, as soon as practicable, notice of any succession under Clause 21.7 of which it is aware. The Issuer shall give Bondholders, as soon as practicable, notice of any termination under Clause 21.5 of which it is aware. All notices in this Clause are to be given in accordance with Condition 14.

22 Communications

22.1 Notices

Any communication shall be by letter, telex, fax or electronic communication:

in the case of the Issuer, to it at:

China Mengniu Dairy Company Limited
32nd Floor, COFCO Tower
262 Gloucester Road
Causeway Bay
Hong Kong

Fax no.: 852-2180 9039

Email: guoweichang@mengniu.cn

Attention: Mr. Chris Kwok

in the case of the Paying Agent, the Registrar and the Transfer Agent, to it at:

Citibank, N.A., London Branch
c/o Citibank, N.A., Dublin
1 North Wall Quay
Dublin 1, Ireland

Fax no.: +353 1 662 2210

Email: ppapayments@citi.com

Attention: PPA Payment Team

In the case of the Fiscal Agent, to it at:

Citicorp International Limited
20/F Citi Tower, One Bay East,
83 Hoi Bun Road, Kwun Tong, Kowloon,
Hong Kong

Fax no.: +852 2323 0279

Attention: Agency & Trust

or any other address of which written notice has been given to the parties in accordance with this Clause. Such communications will take effect, in the case of a letter, when delivered, in the case of a fax, when the relevant delivery receipt is received by the sender or, in the case of an electronic communication, when the relevant receipt of such communication being read

is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Agreement which is to be sent by telex, fax or electronic communication will be written legal evidence. Any of the parties named above may change its address or facsimile number for the purpose of this Clause by giving notice of such change to the other parties to this Agreement.

22.2 Notices through Fiscal Agent

All communications relating to this Agreement between the Issuer and any of the Agents or between the Agents themselves shall be made (except where otherwise expressly provided) through the Fiscal Agent.

23 Publication of Notices

At the request and expense of the Issuer, the Fiscal Agent shall arrange for the publication of all notices to Bondholders (other than notices required to be published by the Agent Bank, in respect of which the Agent Bank shall arrange for their publication, at the expense of the Issuer). Notices to Bondholders shall be published in accordance with the Conditions. The Fiscal Agent shall as soon as reasonably practicable forward to the Issuer any notice addressed to the Issuer which is received by it from a Noteholder whether pursuant to the Conditions or otherwise.

The delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Bonds shall be deemed to have been given to the holders of the Bonds on the day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

24 Governing Law and Jurisdiction

24.1 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

24.2 Jurisdiction

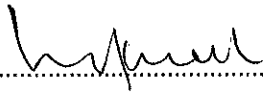
24.2.1 The courts of Hong Kong are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement (“**Proceedings**”) may be brought in such courts. Each of the Issuer and the Agents irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in any such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

24.2.2 Without prejudice to any other mode of service allowed under any relevant law, the Issuer irrevocably agrees to receive service at its usual business address at 32nd Floor, COFCO Tower 262, Gloucester Road, Causeway Bay, Hong Kong. If for any reason the Issuer ceases to use such address for service of process, the Issuer shall forthwith, choose another address and deliver to the Fiscal Agent a copy of the new

address within 30 days of such cessation. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

This Agreement has been entered into on the date stated at the beginning.

CHINA MENGNIU DAIRY COMPANY LIMITED

By: 

CITICORP INTERNATIONAL LIMITED

By:


Cheran Lam
Vice President

CITIBANK, N.A., LONDON BRANCH

By: *John H. Kane*
.....
John Kane
Vice President

Schedule 1

Part A Form of Global Certificate

ISIN: XS2186093766 Common code: 218609376

CHINA MENGNIU DAIRY COMPANY LIMITED
(incorporated in the Cayman Islands with limited liability)

U.S.\$500,000,000 1.875 per cent. Bonds due 2025

Global Certificate

This Global Certificate is issued in respect of the principal amount specified above of the Bonds (the “**Bonds**”) of China Mengniu Dairy Company Limited (the “**Issuer**”). This Global Certificate certifies that the person whose name is entered in the Register (the “**Registered Holder**”) is registered as the holder of such principal amount of the Bonds at the date hereof, which is Citivic Nominees Limited as the nominee of Citibank Europe plc as the common depository of Euroclear and Clearstream, Luxembourg.

Interpretation and Definitions

References in this Global Certificate to the “Conditions” are to the Terms and Conditions applicable to the Bonds (which are in the form set out in Schedule 2 to the Fiscal Agency Agreement (the “**Fiscal Agency Agreement**”) dated 17 June 2020 between the Issuer, Citicorp International Limited as fiscal agent, and Citibank, N.A., London Branch as paying agent, transfer agent and registrar and the other agents named in it, as such form is supplemented and/or modified and/or superseded by the provisions of this Global Certificate, which in the event of any conflict shall prevail). Other capitalised terms used in this Global Certificate shall have the meanings given to them in the Conditions or the Fiscal Agency Agreement.

Promise to Pay

The Issuer, for value received, promises to pay to the registered holder of the Bonds represented by this Global Certificate (subject to surrender of this Global Certificate if no further payment falls to be made in respect of such Bonds) on the Maturity Date (or on such earlier date as the amount payable upon redemption under the Conditions may become repayable in accordance with the Conditions) the amount payable upon redemption under the Conditions in respect of the Bonds represented by this Global Certificate and (unless the Bonds represented by this Certificate do not bear interest) to pay interest in respect of such Bonds from 17 June 2020 (the “**Interest Commencement Date**”) in arrear at the rates, on the dates for payment, and in accordance with the method of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate amount of the Bonds represented by this Global Certificate, together with such other sums and additional amounts (if any) as may be payable under the Conditions, in accordance with the Conditions. Each payment will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January.

For the purposes of this Global Certificate, (a) the holder of the Bonds represented by this Global Certificate is bound by the provisions of the Fiscal Agency Agreement, (b) the Issuer certifies that the Registered Holder is, at the date hereof, entered in the Register as the holder of the Bonds represented by this Global Certificate, (c) this Global Certificate is evidence of entitlement only, (d) title to the Bonds represented by this Global Certificate passes only on due registration on the Register, and (e) only the holder of the Bonds represented by this Global Certificate is entitled to payments in respect of the Bonds represented by this Global Certificate.

Transfer of Bonds Represented by Global Certificates

Transfers of the holding of Bonds represented by this Global Certificate pursuant to Condition 2(a) may only be made in part:

- (i) if the Bonds represented by this Global Certificate are held on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system (an “**Alternative Clearing System**”) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) upon or following any failure to pay principal in respect of any Bonds when it is due and payable; or

provided that, in the case of the first transfer of part of a holding pursuant to (i) or (ii) above, the holder of the Bonds represented by this Global Certificate has given the Registrar not less than 30 days’ notice at its specified office of such holder’s intention to effect such transfer. Where the holding of Bonds represented by this Global Certificate is only transferable in its entirety, the Certificate issued to the transferee upon transfer of such holding shall be a Global Certificate. Where transfers are permitted in part, Certificates issued to transferees shall not be Global Certificates unless the transferee so requests and certifies to the Registrar that it is, or is acting as a nominee for, Clearstream, Luxembourg, Euroclear and/or an Alternative Clearing System.

Meetings

For the purposes of any meeting of Bondholders, the holder of the Bonds represented by this Global Certificate shall (unless this Global Certificate represents only one Bond) be treated as two persons for the purposes of any quorum requirements of a meeting of Bondholders and as being entitled to one vote in respect of each integral currency unit of the currency of the Bonds.

Notices

Notices required to be given in respect of the Bonds represented by the Global Certificate may be given by their being delivered (so long as the Global Certificate) is held on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system) to Euroclear, Clearstream, Luxembourg or such other clearing system, and shall be deemed to be given on the date of delivery to such clearing system.

Bondholders’ Redemption

The Bondholder’s redemption opinion provided for in Condition 6(c) may be exercised by the holder of any Bonds represented by the Global Certificate by completing, signing and depositing at the specific office of any Paying Agent a duly completed and signed Put Exercise Notice together with

the Global Certificate evidencing the Bonds to be redeemed within the time limits specified in the Conditions in accordance with Condition 14.

Issuer's Redemption

The Issuer's redemption options provided for in Condition 6(b) and Condition 6(d) may be exercised by the Issuer by giving the Make Whole Optional Redemption Notice or the Optional Redemption Notice, as the case may be, to the Bondholders within the time limit specified in the Conditions in accordance with Condition 14.

Events of Default

If principal in respect of any Bonds is not paid when due, the holder of the Bonds represented by this Global Certificate may (subject as provided below) from time to time elect that Direct Rights under the provisions of (and as defined in) the Deed of Covenant (as supplemented and/or amended as at the Issue Date, the "**Deed of Covenant**") executed by the Issuer as of 17 June 2020 (a copy of which is available for inspection at the specified office of the Fiscal Agent and which the Issuer acknowledges to apply to the Bonds represented by this Global Certificate) shall come into effect in respect of a principal amount of Bonds up to the aggregate principal amount in respect of which such failure to pay has occurred. Such election shall be made by notice to the Fiscal Agent by the holder of the Bonds represented by this Global Certificate specifying the principal amount of Bonds represented by this Global Certificate in respect of which Direct Rights shall arise under the Deed of Covenant. Upon each such notice being given, this Global Certificate and the corresponding entry in the Register shall become void to the extent of the principal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect, for whatever reason.

No such election may however be made unless the transfer of the whole or a part of the holding of Bonds represented by this Global Certificate shall have been improperly withheld or refused. This Global Certificate shall not become valid for any purpose until authenticated by or on behalf of the Registrar.

This Global Certificate shall be governed by and construed in accordance with English law.

In witness whereof the Issuer has caused this Global Certificate to be signed on its behalf.

Dated as of the Issue Date.

CHINA MENGNIU DAIRY COMPANY LIMITED

By:

Certificate of Authentication

This Global Certificate is authenticated by or on behalf of the Registrar.

CITIBANK, N.A., LONDON BRANCH

as Registrar

(without warranty, recourse or liability)

By:

Authorised Signatory

For the purposes of authentication only.

Form of Transfer

For value received the undersigned transfers to

.....
.....

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE)

[•] principal amount of the Bonds represented by this Global Certificate, and all rights under them.

Dated:

Signed: Certifying Signature:

Notes:

1. The signature of the person effecting a transfer shall conform to a list of duly authorised specimen signatures supplied by the holder of the Bonds represented by this Global Certificate or (if such signature corresponds with the name as it appears on the face of this Global Certificate) be certified by a notary public or a recognised bank or be supported by such other evidence as a Transfer Agent or the Registrar may reasonably require.
2. A representative of the Bondholder should state the capacity in which he signs e.g. executor.

Part B
Form of Certificate

On the front:

CHINA MENGNIU DAIRY COMPANY LIMITED
(incorporated in the Cayman Islands with limited liability)

U.S.\$500,000,000

1.875 per cent. Bonds due 2025

CERTIFICATE

Certificate No. [●]

This Certificate certifies that [●] of [●] (the “**Registered Holder**”) is, as at the date hereof, registered as the holder of U.S.\$[●] of the Bonds referred to above (the “**Bonds**”) of China Mengniu Dairy Company Limited (the “**Issuer**”). The Bonds are subject to the Terms and Conditions (the “**Conditions**”) endorsed hereon. Expressions defined in the Conditions have the same meanings in this Certificate.

The Issuer, for value received, promises to pay to, or to the order of, the holder of the Bonds represented by this Certificate (subject to surrender of this Certificate if no further payment falls to be made in respect of such Bonds) on the Maturity Date (or on such earlier date as the amount payable upon redemption under the Conditions may become payable in accordance with the Conditions) the amount payable upon redemption under the Conditions in respect of the Bonds represented by this Certificate and (unless the Bonds represented by this Certificate do not bear interest) to pay interest in respect of such Bonds from the Interest Commencement Date in arrear at the rates, in the amounts and on the dates for payment provided for in the Conditions together with such other sums and additional amounts (if any) as may be payable under the Conditions, in accordance with the Conditions.

For the purposes of this Certificate, (a) the holder of the Bonds represented by this Certificate is bound by the provisions of the Fiscal Agency Agreement, (b) the Issuer certifies that the Registered Holder is, at the date hereof, entered in the Register as the holder of the Bonds represented by this Certificate, (c) this Certificate is evidence of entitlement only, (d) title to the Bonds represented by this Certificate passes only on due registration on the Register, and (e) only the holder of the Bonds represented by this Certificate is entitled to payments in respect of the Bonds represented by this Certificate.

This Certificate shall not become valid for any purpose until authenticated by or on behalf of the Registrar.

In witness whereof the Issuer has caused this Certificate to be signed on its behalf.

Dated as of the Issue Date.

CHINA MENGNIU DAIRY COMPANY LIMITED

By:

Certificate of Authentication

This Certificate is authenticated by
or on behalf of the Registrar.

CITIBANK, N.A., LONDON BRANCH
as Registrar
(without warranty, recourse or liability)

By:

Authorised Signatory

For the purposes of authentication only.

On the back:

Terms and Conditions of the Bonds

[The Terms and Conditions that are set out in Schedule 2 to the Fiscal Agency Agreement will be set out here.]

Form of Transfer

For value received the undersigned transfers to

.....
.....

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE)

[●] principal amount of the Bonds represented by this Certificate, and all rights under them.

Dated: [●]

Signed: Certifying Signature:
.....

Notes:

- 1. The signature of the person effecting a transfer shall conform to a list of duly authorised specimen signatures supplied by the holder of the Bond(s) represented by this Certificate or (if such signature corresponds with the name as it appears on the face of this Certificate) be certified by a notary public or a recognised bank or be supported by such other evidence as a Transfer Agent or the Registrar may reasonably require.
- 2. A representative of the Bondholder should state the capacity in which he signs.

Unless the context otherwise required, capitalised terms used in this Form of Transfer have the same meaning as in the Fiscal Agency Agreement dated [●] between the Issuer and [Fiscal Agent], [OTHER].

[TO BE COMPLETED BY TRANSFEREE:

[INSERT ANY REQUIRED TRANSFEREE REPRESENTATIONS, CERTIFICATIONS ETC.]]

FISCAL AGENT

CITICORP INTERNATIONAL LIMITED

PAYING AGENT, TRANSFER AGENT AND REGISTRAR
CITIBANK, N.A., LONDON BRANCH

Schedule 2 Terms and Conditions of the Bonds

The issue of the U.S.\$500,000,000 1.875 per cent. Bonds due 2025 (the “**Bonds**”, which term shall include, unless the context requires otherwise, any additional Bonds issued in accordance with Condition 13 and consolidated and forming a single series therewith) was authorised by a resolution of the Board of Directors of China Mengniu Dairy Company Limited (the “**Issuer**”) passed on 12 December 2019. A fiscal agency agreement dated 17 June 2020 (the “**Fiscal Agency Agreement**”) has been entered into in relation to the Bonds between the Issuer, Citicorp International Limited as fiscal agent, Citibank, N.A., London Branch as transfer agent and registrar and the other agents named in it. The Bonds have the benefit of a Deed of Covenant (the “**Deed of Covenant**”) dated 17 June 2020 executed by the Issuer relating to the Bonds. The fiscal agent, the registrar and any transfer agent for the time being are referred to below respectively as the “**Fiscal Agent**”, the “**Registrar**” and the “**Transfer Agents**”. “**Agents**” means the Fiscal Agent, the Registrar, the Transfer Agents and any other agent or agents appointed from time to time with respect to the Bonds. The Fiscal Agency Agreement includes the form of the Bonds. Copies of the Fiscal Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the specified offices of the Fiscal Agent, the Registrar and any Transfer Agents. The holders of the Bonds (the “**Bondholders**”) are deemed to have notice of all the provisions of and are bound by the Fiscal Agency Agreement applicable to them.

All capitalised terms that are not defined in these terms and conditions (the “**Conditions**”) will have the meanings given to them in and be bound by the Fiscal Agency Agreement.

1 Form, Specified Denomination and Title

The Bonds are issued in the specified denomination of U.S.\$200,000 and higher integral multiples of U.S.\$1,000.

The Bonds are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(a), each Certificate shall represent the entire holding of Bonds by the same holder.

Title to the Bonds shall pass by registration of title in the register that the Issuer shall procure to be kept by the Registrar outside the United Kingdom in accordance with the provisions of the Fiscal Agency Agreement (the “**Register**”). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Bond shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on the Certificate representing it or the theft or loss of such Certificate and no person shall be liable for so treating the holder.

In these Conditions, “**Bondholder**” and, in relation to a Bond, “**holder**” mean the person in whose name a Bond is registered.

2 Transfers of Bonds

- (a) **Transfer:** A holding of Bonds may, subject to Condition 2(d), be transferred in whole or in part in the specified denomination as provided in Condition 1 upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate(s) representing such Bonds to be transferred, together with the form of transfer endorsed on such Certificate(s) (or another form of transfer substantially in the same

form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or any Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Bonds represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. In the case of a transfer of Bonds to a person who is already a holder of Bonds, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding. All transfers of Bonds and entries on the Register will be made in accordance with the detailed regulations concerning transfers and registration of Bonds scheduled to the Fiscal Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Fiscal Agent. A copy of the current regulations will be made available by the Registrar to any Bondholder upon written request. No transfer of title to a Bond will be valid unless and until entered in the Register.

- (b) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Condition 2(a) shall be available for delivery within three business days of receipt of a duly completed form and signed of transfer and surrender of the existing Certificate(s). Delivery of the new Certificate(s) shall be made at the specified office of the relevant Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent or the Registrar (as the case may be) the costs of such other method of delivery and/or such insurance as it may specify. The form of transfer is available at the specified offices of the Transfer Agent. In this Condition 2(c), “**business day**” means a day, other than a Saturday or Sunday, on which commercial banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).
- (c) **Transfer Free of Charge:** Certificates on transfer shall be issued and registered without charge by or on behalf of the Issuer, the Registrar or any Transfer Agent, but upon (i) payment by the Bondholder of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity and/or security and/or pre-funding as the Issuer, the Registrar or the relevant Transfer Agent may require), (ii) the Registrar being satisfied in its absolute discretion with the documents of title or identity of the person making the application and (iii) the relevant Agent (after consultation with the Issuer if so required) being satisfied that the regulations concerning transfer of Bonds have been complied with.
- (d) **Closed Periods:** No Bondholder may require the transfer of a Bond to be registered (i) during the period of 15 days ending on (and including) the due date for redemption of that Bond, (ii) during the period of 15 days prior to (and including) any date on which Bonds may be called for redemption by the Issuer at its option pursuant to Condition 6(b) or Condition 6(d), (iii) after a Put Event Exercise Notice has been deposited in respect of such Bond pursuant to Condition 6(c), (iv) after any such

Bond has been called for redemption, or (v) during the period of seven days ending on (and including) any Record Date (as defined in Condition 7(a)(ii)).

3 Status

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Bonds shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4, at all times rank at least equally with all the Issuer's other present and future unsecured and unsubordinated obligations.

4 Covenants

- (a) **Negative Pledge and Relevant Indebtedness Covenants:** So long as any Bond remains outstanding (as defined in the Fiscal Agency Agreement) except for any issuance of debt or convertible securities or any other similar transaction by the Issuer for the purpose of providing incentive to the management and/or employees of the Issuer and/or its subsidiaries, the Issuer will not, and will ensure that none of its Principal Subsidiaries (other than a Listed Subsidiary) will, create any Encumbrance or permit to exist any Encumbrance to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto according to the Bonds either (a) the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or (b) such other security as shall be approved by an Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of the Bondholders.
- (b) **Notification to NDRC:** The Issuer undertakes to file or cause to be filed with the National Development and Reform Commission (the "NDRC") the requisite information and documents within 10 PRC Business Days after the Issue Date (as defined below) in accordance with the Circular on Promoting the Reform of the Administrative System on the Issuance by Enterprises of Foreign Debt Filings and Registrations (國家發展改革委關於推進企業發行外債備案登記制管理改革的通知 (發改外資 [2015] 2044 號)) issued by the NDRC and which came into effect on 14 September 2015, and any implementation rules as issued by the NDRC from time to time (the "Post-Issuance Filing"). The Issuer shall complete the Post-Issuance Filing and comply with all applicable PRC laws and regulations in relation to the Post-Issuance Filing.

In these Conditions:

- (i) "Encumbrance" means, in relation to the Issuer, a Principal Subsidiary or any other person, any mortgage, charge, lien, pledge or other security interest over the whole or any part of the present or future undertaking, assets or revenues (including any uncalled capital) of the Issuer, that Principal Subsidiary or that person (as applicable);
- (ii) "Listed Subsidiary" means a Subsidiary the common shares of which are listed for trading on any recognised stock exchange;
- (iii) "Principal Subsidiary" means any Subsidiary of the Issuer

- (a) whose gross assets or (in the case of a Subsidiary which itself has Subsidiaries) consolidated gross assets, as shown by its latest audited balance sheet are at least 5 per cent. of the consolidated gross assets of the Issuer and its Subsidiaries as shown by the latest audited consolidated balance sheet of the Issuer and its Subsidiaries including, for the avoidance of doubt, the investment of the Issuer in each Subsidiary whose accounts are not consolidated with the consolidated audited accounts of the Issuer and after adjustment for minority interests; or
- (b) whose revenue or (in the case of a Subsidiary which itself has Subsidiaries) consolidated revenue, as shown by its latest audited income statement is at least 5 per cent. of the consolidated revenue as shown by the latest audited consolidated income statement of the Issuer and its Subsidiaries including, for the avoidance of doubt, the Issuer and its consolidated Subsidiaries' share of revenue of Subsidiaries not consolidated and of jointly controlled entities and after adjustment for minority interests; or
- (c) whose net profits or (in the case of a Subsidiary which itself has Subsidiaries) consolidated net profits, as shown by its latest audited income statement are at least 5 per cent. of the consolidated net profits as shown by the latest audited consolidated income statement of the Issuer and its Subsidiaries including, for the avoidance of doubt, the Issuer and its consolidated Subsidiaries' share of profits of Subsidiaries not consolidated and of jointly controlled entities and after adjustment for minority interests; or
- (d) to which is transferred the whole or substantially the whole of the assets of a Subsidiary which immediately prior to such transfer was a Principal Subsidiary, provided that (xx) the Principal Subsidiary which so transfers its assets shall forthwith upon such transfer cease to be a Principal Subsidiary and the Subsidiary to which the assets are so transferred shall forthwith become a Principal Subsidiary and (yy) on or after the date on which the first published audited accounts (consolidated, if appropriate) of the Issuer prepared as of a date later than such transfer are issued, whether such transferor Subsidiary or such transferee Subsidiary is or is not a Principal Subsidiary shall be determined on the basis of such accounts by virtue of the provisions of paragraphs (a), (b) or (c) above of this definition;

provided that, in relation to paragraphs (a), (b) or (c) above:

- (1) in the case of a corporation or other business entity becoming a Subsidiary after the end of the financial period to which the latest consolidated audited accounts of the Issuer relate, the reference to the then latest consolidated audited accounts of the Issuer for the purposes of the calculation above shall, until consolidated audited accounts of the Issuer for the financial period in which the relevant corporation or other business entity becomes a Subsidiary are available, be deemed to be a reference to the then latest consolidated audited accounts of the Issuer adjusted to consolidate the latest

audited accounts (consolidated in the case of a Subsidiary which itself has Subsidiaries) of such Subsidiary in such accounts;

- (2) if at any relevant time in relation to the Issuer or any Subsidiary which itself has Subsidiaries no consolidated accounts are prepared and audited, revenue, net profits or gross assets of the Issuer and/or any such Subsidiary shall be determined on the basis of pro forma consolidated accounts prepared for this purpose by the Issuer;
- (3) if at any relevant time in relation to any Subsidiary, no accounts are audited, its gross assets, revenue or net profits (consolidated, if appropriate) shall be determined on the basis of pro forma accounts (consolidated, if appropriate) of the relevant Subsidiary prepared for this purpose by the Issuer; and
- (4) if the accounts of any subsidiary (not being a Subsidiary referred to in proviso (1) above) are not consolidated with those of the Issuer, then the determination of whether or not such subsidiary is a Principal Subsidiary shall be based on a pro forma consolidation of its accounts (consolidated, if appropriate) with the consolidated accounts (determined on the basis of the foregoing) of the Issuer.

A certificate prepared by the directors of the Issuer, that in their opinion, a Subsidiary is or is not, or was or was not, a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Bondholders and all parties. The certificate must be accompanied by a report by an internationally recognised firm of accountants addressed to the directors of the Issuer as to proper extraction and basis of the figures used by the Issuer in determining the Principal Subsidiaries of the Issuer and mathematical accuracy of the calculation;

- (iv) **“Relevant Indebtedness”** means any indebtedness issued outside the PRC which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market; and
- (v) a **“Subsidiary”** of any person means (a) any company or other business entity of which that person owns or controls (either directly or through one or more other Subsidiaries) more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees of such company or other business entity, or (b) any company or other business entity which at any time has its accounts consolidated with those of that person or which, under the law, regulations or generally accepted accounting principles of the jurisdiction of incorporation of such person from time to time, should have its accounts consolidated with those of that person.

5 Interest

The Bonds bear interest on their outstanding principal amount from and including 17 June 2020 (the **“Issue Date”**) at the rate of 1.875 per cent. per annum, payable semi-annually in arrears on 17 December and 17 June in each year (each an **“Interest Payment Date”**) in

equal instalments, commencing on 17 December 2020. Each Bond will cease to bear interest from and including the due date for redemption unless, upon surrender of the Certificate representing such Bond, payment of principal is improperly withheld or refused by the Issuer. In such event it shall continue to bear interest at such rate (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant Holder, and (b) the day seven days after the Fiscal Agent has notified Bondholders of receipt of all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

If interest is required to be calculated for a period of less than a complete Interest Period (as defined below), the relevant day-count fraction will be determined on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed.

In these Conditions, the period beginning on and including 17 June 2020 and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date is called an "Interest Period".

Interest in respect of any Bond shall be calculated per U.S.\$1,000 in principal amount of the Bonds (the "**Calculation Amount**"). The amount of interest payable per Calculation Amount for any period shall be equal to the product of the rate of interest specified above, the Calculation Amount and the day-count fraction for the relevant period, rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

6 Redemption and Purchase

(a) Final Redemption:

Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their principal amount on 17 June 2025 (the "**Maturity Date**"). The Bonds may not be redeemed at the option of the Issuer other than in accordance with this Condition 6.

(b) Redemption for Taxation and other Reasons:

The Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Bondholders (which notice shall be irrevocable), at their principal amount (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay Additional Tax Amounts as provided or referred to in Condition 8 as a result of any change in, amendment or non-renewal of, or judicial decision relating to, the laws or regulations of the Cayman Islands or the People's Republic of China (the "**PRC**"), or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 10 June 2020, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Tax Amounts were a payment in respect of the Bonds then due. Prior to the giving of any notice of redemption pursuant to this Condition 6(b), the Issuer shall deliver to the Fiscal Agent a certificate signed by two directors of the

Issuer stating that the obligations referred to in (i) above cannot be avoided by the Issuer taking reasonable measures available to it, and an opinion of independent legal or tax advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such Additional Tax Amounts as a result of such change or amendment or any such change in the application or official interpretation or stating of official position (as the case may be).

(c) **Redemption for a Change of Control:**

At any time following the occurrence of a Change of Control, the holder of any Bond will have the right, at such holder's option, to require the Issuer to redeem all, but not some only, of that holder's Bonds on the Put Settlement Date (as defined below) at 101 per cent. of their principal amount, together with accrued interest to but excluding the Put Settlement Date. To exercise such right, the holder of the relevant Bond must deposit at the specified office of the Fiscal Agent or any other Paying Agent a duly completed and signed notice of redemption, in the form for the time being current, obtainable from the specified office of any Paying Agent (a "**Put Exercise Notice**"), together with the Certificate evidencing the Bonds to be redeemed, by not later than 30 days following a Change of Control or, if later, 30 days following the date upon which notice thereof is given to Bondholders by the Issuer in accordance with Condition 14. The "**Put Settlement Date**" shall be the fourteenth day after the expiry of such period of 30 days as referred to above.

A Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem the Bonds subject to the Put Exercise Notices delivered as aforesaid on the Put Settlement Date.

The Issuer shall give notice to Bondholders in accordance with Condition 14 and the Fiscal Agent in writing by not later than 14 days following the first day on which it becomes aware of the occurrence of a Change of Control, which notice shall specify the procedure for exercise by holders of their rights to require redemption of the Bonds pursuant to this Condition 6(c).

The Fiscal Agent and the Agents shall not be required to take any steps to ascertain whether a Change of Control has occurred and shall not be responsible for or liable to Bondholders, the Issuer, the Company or any other person for any loss arising from any failure to do so.

For the purposes of this Condition 6(c):

- (i) An "**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control of more than 50 per cent. with such specified Person;
- (ii) "**Control**" means (i) the ownership (ii) control of more than 50 per cent. of the Voting Rights of the issued share capital of a person or (ii) the possession, directly or indirectly, of the power to nominate or designate more than 50 per cent. of the members then in office of a person's board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of Voting Rights, contracts or otherwise;
- (iii) A "**Change of Control**" occurs when:

- (a) COFCO Corporation (“**COFCO**”) ceases to directly or indirectly be interested in not less than 15 per cent. of the issued share capital of the Issuer;
 - (b) COFCO ceases to be the largest direct or indirect holder of the issued share capital of the Issuer;
 - (c) any Person or Persons (other than Permitted Holders) acting together acquires Control of the Issuer; or the Issuer consolidates with or merges into or sells or transfers all or substantially all of the Issuer’s assets to any other Person, unless the consolidation, merger, sale or transfer will not result in the other Person or Persons acquiring Control of the Issuer or the successor entity;
 - (iv) “**Permitted Holders**” means COFCO and any of its Affiliates;
 - (v) “**Person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) but does not include the Issuer’s directors or any other governing board and does not include the Issuer’s wholly-owned direct or indirect Subsidiaries;
 - (vi) “**Voting Rights**” means the right generally to vote at a general meeting of shareholders of a person (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency, an any such power shall therefore be excluded for the purpose of this definition).
- (d) **Redemption at the Option of the Issuer:**

The Issuer may, at its option, on giving not more than 60 nor less than 30 days’ irrevocable notice (the “**Make Whole Optional Redemption Notice**”) to the Bondholders in accordance with Condition 14, redeem all, but not some only, of the Bonds at any time prior to 17 May 2025 at their Make Whole Price as of, together with interest accrued and unpaid to, the date fixed for redemption (the “**Make Whole Option Redemption Date**”) specified in the Make Whole Optional Redemption Notice.

In addition, the Issuer may, at the Issuer’s option, on giving not more than 60 nor less than 30 days’ irrevocable notice (the “**Optional Redemption Notice**”) to the Bondholders in accordance with Condition 14, redeem all, but not some only, of the Bonds at any time from or after 17 May 2025, at a redemption price equal to 100% of the principal amount of the Bonds, together with interest accrued and unpaid to, the date fixed for redemption specified in the Optional Redemption Notice.

For the purpose of this Condition 6(d):

“**Adjusted Treasury Rate**” means, with respect to any Make Whole Option Redemption Date, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “**H.15(519)**” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “**Treasury Constant Maturities**”, for the

maturity corresponding to the Comparable Treasury Issue (if no maturity is within three (3) months before or after the Maturity Date, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date, in each case calculated on the third Business Day immediately preceding such Make Whole Optional Redemption Date;

“Comparable Treasury Issue” means the U.S. Treasury security having a maturity comparable to 17 June 2025 that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to 17 June 2025;

“Comparable Treasury Price” means, with respect to any Make Whole Optional Redemption Date, if clause (ii) of the Adjusted Treasury Rate is applicable, the average of three, or such lesser number as is obtained by the Quotation Agent, the Reference Treasury Dealer Quotations for such Make Whole Optional Redemption Date;

“Make Whole Price” means, with respect to a Bond at any redemption date, the amount calculated by the Quotation Agent that is the greater of (1) the present value of the principal amount of the Bonds, assuming a scheduled repayment thereof on the Maturity Date plus all required remaining scheduled interest payments due on such Bond through 17 June 2025 (but excluding accrued and unpaid interest to the Make Whole Option Redemption Date), computed using a discount rate equal to the Adjusted Treasury Rate plus 25 basis points, and (2) the principal amount of such Bonds;

“Quotation Agent” means the Reference Treasury Dealer selected by the Issuer;

“Reference Treasury Dealer” means each of any three investment banks of recognised standing that is a primary U.S. Government securities dealer in New York City, selected by the Issuer in good faith; and

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Make Whole Option Redemption Date, the average as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to such Quotation Agent by such Reference Treasury Dealer at 5:00 p.m. (New York time) on the third business day preceding such Make Whole Option Redemption Date.

Any reference in these Conditions to principal and/or interest shall be deemed to include any Make Whole Price which may be payable under this Condition 6(d).

- (e) **Purchase:** the Issuer and its Subsidiaries may at any time purchase Bonds in the open market or otherwise at any price. The Bonds so purchased, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the holder to vote at any

meetings of the Bondholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Bondholders or for the purposes of Condition 12(a).

- (f) **Cancellation:** All Certificates representing Bonds purchased by or on behalf of the Issuer shall be surrendered for cancellation to the Registrar and, upon surrender thereof, all such Bonds shall be cancelled forthwith. Any Certificates so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Bonds shall be discharged.

7 Payments

(a) Method of Payment:

- (i) Payments of principal and premium (if any) shall be made (subject to surrender of the relevant Certificates at the specified office of any Transfer Agent or of the Registrar if no further payment falls to be made in respect of the Bonds represented by such Certificates) in the manner provided in paragraph (ii) below.
- (ii) Interest on each Bond shall be paid to the person shown on the Register at the close of business on the Payment Business Day before the due date for payment thereof (the “**Record Date**”). Payments of interest on each Bond shall be made in U.S. dollars by cheque drawn on a bank and mailed to the holder (or to the first named of joint holders) of such Bond at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in U.S. dollars maintained by the payee with a bank.
- (iii) If the amount of principal being paid upon surrender of the relevant Certificate is less than the outstanding principal amount of such Certificate, the Registrar will annotate the Register with the amount of principal so paid and will (if so requested by the Issuer or a Bondholder) issue a new Certificate with a principal amount equal to the remaining unpaid outstanding principal amount. If the amount of interest being paid is less than the amount then due, the Registrar will annotate the Register with the amount of interest so paid.

- (b) **Payments subject to Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment. No commission or expenses shall be charged to the Bondholders in respect of such payments.

- (c) **Payment Initiation:** Where payment is to be made by transfer to an account in U.S. dollars, payment instructions (for value the due date, or if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated, and, where payment is to be made by cheque, the cheque will be mailed on the due date, or if that is not a Payment Business Day, on the first following day which is a Payment Business Day or, in the case of payments of principal where the relevant Certificate has not been surrendered at the specified office of any Transfer Agent or of the Registrar, on a day on which the Fiscal Agent is open for business and on which the relevant Certificate is surrendered.

- (d) **Appointment of Agents:** The Fiscal Agent, the Registrar, and the Transfer Agents initially appointed by the Issuer and their respective specified offices are in the Fiscal Agency Agreement. The Fiscal Agent, the Registrar, and the Transfer Agents act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Bondholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, the Registrar, or any Transfer Agent and to appoint additional or other Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar, (iii) a Transfer Agent, and (iv) such other agents as may be required by any other stock exchange on which the Bonds may be listed.

Notice of any such change or any change of any specified office shall promptly be given to the Bondholders.

- (e) **Delay in Payment:** Bondholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount due on a Bond if the due date is not a Payment Business Day, if the Bondholder is late in surrendering or cannot surrender its Certificate (if required to do so) or if a cheque mailed in accordance with Condition 7(a)(ii) arrives after the due date for payment.
- (f) **Non-Business Days:** If any date for payment in respect of any Bond is not a Payment Business Day, the holder shall not be entitled to payment until the next following Payment Business Day nor to any interest or other sum in respect of such postponed payment. In this Condition 7, "**Payment Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Beijing and New York City and the place in which the specified office of the Registrar and the relevant paying agent is located and where payment is to be made by transfer to an account maintained with a bank in U.S. dollars, the place on which foreign exchange transactions may be carried on in U.S. dollars in the principal financial centre of the country of such currency.

8 Taxation

All payments of principal, premium (if any) and interest by or on behalf of the Issuer in respect of the Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Cayman Islands or the PRC or any political subdivision or authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

Where such withholding or deduction is made by the Issuer or by or within the PRC up to and including the aggregate rate applicable on 10 June 2020 (the "**Applicable Rate**"), the Issuer will increase the amounts paid by it to the extent required, so that the net amount received by Bondholders equals the amounts which would otherwise have been receivable by them had no such withholding or deduction been required.

If the Issuer is required to make a deduction or withholding by or within the PRC in excess of the Applicable Rate, or any Cayman Islands deduction or withholding is required, in such event the Issuer shall pay such additional amounts ("**Additional Tax Amounts**") as will result in receipt by the Bondholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no Additional Tax Amounts shall be payable in respect of any Bond:

- (a) **Other connection:** held by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of his (or the beneficial owner) having some connection with the Cayman Islands or the PRC other than the mere holding of the Bond; or
- (b) **Surrender more than 30 days after the Relevant Date:** in respect of which the certificate representing it is presented for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such Additional Tax Amounts on surrendering the Certificate representing such Bond for payment on the last day of such period of 30 days (as if such last day were a Payment Business Day).

“**Relevant Date**” in respect of any Bond means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Bondholders that, upon further surrender of the Certificate representing such Bond being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such surrender.

Any reference in these Conditions to principal, premium (if any) and/or interest shall be deemed to include any additional amounts which may be payable under this Condition 8.

9 Events of Default

If any of the following events (“**Events of Default**”) occurs:

- (a) **Non-Payment:** there is failure to pay (i) the principal of or any premium on any of the Bonds when due or (ii) any interest on any of the Bonds within 21 days of the due date; or
- (b) **Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations under the Bonds which default is incapable of remedy or if capable of remedy, is not remedied within 30 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Bondholder; or
- (c) **Cross-Default:** (i) any other present or future indebtedness of the Issuer or any of its Subsidiaries for or in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within the applicable grace period, or (iii) the Issuer or any of its Subsidiaries fails to pay when due, unless payment is made within the applicable grace period, any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that no event described in this Condition 9(c) shall constitute an Event of Default unless the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 9(c) have occurred at any time equals or exceeds (either individually or in aggregate) U.S.\$50,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this paragraph operates); or

- (d) **Enforcement Proceedings:** a distress, attachment, execution after final judgment by a court of competent jurisdiction or other legal process is levied, enforced or sued out on or against any substantial part of the property, assets or revenues of the Issuer or any of its Principal Subsidiaries and is not discharged or stayed within 30 days; or
- (e) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or any of its Principal Subsidiaries over a substantial part of the assets of the Issuer or the relevant Principal Subsidiaries, as the case may be, becomes enforceable pursuant to a final judgment by a court of competent jurisdiction and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person) and such judgment is not discharged within 45 days, provided that no event described in this Condition 9(e) shall constitute an Event of Default unless the aggregate amount of the relevant assets in respect of which one or more of the events mentioned above in this Condition 9(e) have occurred at any time equals or exceeds (either individually or in aggregate) U.S.\$5,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the U.S. dollar as quoted by any leading bank on the day on which this Condition 9(e) operates); or
- (f) **Insolvency:** the Issuer or any of its Principal Subsidiaries is (or is, or could be, deemed by law or a court of competent jurisdiction to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a substantial part of its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting all or a substantial part of (or of a particular type of) the debts of the Issuer or any of its Principal Subsidiaries; or
- (g) **Winding-up:** an order is made by any court of competent jurisdiction or an effective resolution passed for the winding-up or dissolution of the Issuer or any of its Principal Subsidiaries, or the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution of the Bondholders, or (ii) in the case of a Principal Subsidiary, whereby the undertaking and assets of the Principal Subsidiary are transferred to or otherwise vested in the Issuer or another of its Principal Subsidiaries on a pro rata basis in accordance with such Principal Subsidiary's shareholding; or
- (h) **Authorisation and Consents:** any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer to lawfully to enter into, exercise their respective rights and perform and comply with its obligations under the Bonds, the Fiscal Agency Agreement and the Deed of Covenant, (ii) to ensure that those obligations are legally binding and enforceable and (iii) to make the Bonds, the Fiscal Agency Agreement and the Deed of Covenant admissible in evidence in the courts of England is not taken, fulfilled or done; or

- (i) **Illegality:** it is or will become unlawful for any of the Issuer to perform or comply with any one or more of its material obligations under any of the Bonds, the Fiscal Agency Agreement or the Deed of Covenant; or
- (j) **Analogous Events:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs (f) and (g) of this Condition 9; or

then any Bond may, by notice in writing given to the Fiscal Agent at its specified office by the holder, be declared immediately due and payable whereupon it shall become immediately due and payable at its principal amount together with accrued interest without further formality.

10 Prescription

Claims against the Issuer for payment in respect of the Bonds shall be prescribed and become void unless made within 10 years (in the case of principal or premium) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

11 Replacement of Certificates

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations or other relevant regulatory authority regulations, at the specified office of the Registrar or such other Transfer Agent as may from time to time be designated by the Issuer for that purpose and notice of whose designation is given to Bondholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (provided that the requirement is reasonable in light of prevailing market practice). Mutilated or defaced Certificates must be surrendered before replacements will be issued.

12 Meetings of Bondholders, and Modification

- (a) **Meetings of Bondholders:** The Fiscal Agency Agreement contains provisions for convening meetings of Bondholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions. Such a meeting may be convened by Bondholders holding not less than 10 per cent. in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more persons holding or representing at least 50 per cent. in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting two or more persons being or representing Bondholders whatever the principal amount of the Bonds held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to modify the maturity of the Bonds or the dates on which interest is payable in respect of the Bonds, (ii) to reduce or cancel the principal amount of, or interest on, the Bonds, (iii) to change the currency of payment of the Bonds, or (iv) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on

Bondholders (whether or not they were present at the meeting at which such resolution was passed).

The Fiscal Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in principal amount of the Bonds outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.

- (b) **Modification of the Fiscal Agency Agreement:** The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Fiscal Agency Agreement, if to do so could not reasonably be expected to be materially prejudicial to the interests of the Bondholders.

13 Further Issues

The Issuer may from time to time without the consent of the Bondholders create and issue further securities either having the same terms and conditions as the Bonds in all respects (or in all material respects except for the first payment of interest on them and the timing for registering and completing the NDRC Post-Issue Filing) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Bonds) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Bonds include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Bonds.

14 Notices

All notices to the holders of Bonds shall be valid if (i) mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing or (ii) published in a leading newspaper having general circulating in Hong Kong or, if such publication shall not be practicable, in a daily newspaper with general circulation in Asia. It is expected that such publication will normally be made in The Wall Street Journal Asia. The Issuer shall also ensure that notices are duly published in a manner that complies with the rules and regulations of any stock exchange or other relevant authority on which the Bonds are for the time being listed. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made.

15 Currency Indemnity

U.S. dollars is the sole currency of account and payment for all sums payable by the Issuer under or in connection with the Bonds, including damages. Any amount received or recovered in a currency other than U.S. dollars (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Bondholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the U.S. dollar amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to

do so). If that U.S. dollar amount is less than the U.S. dollar amount expressed to be due to the recipient under any Bond, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it will be sufficient for the Bondholder to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Bondholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Bond or any other judgment or order.

16 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999 except and to the extent (if any) that the Bonds expressly provide for such Act to apply to any of their terms.

17 Governing Law and Jurisdiction

- (a) **Governing Law:** The Fiscal Agency Agreement and the Bonds and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.
- (b) **Jurisdiction:** The Issuer irrevocably agrees that the courts of Hong Kong are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Bonds (including a dispute relating to any non-contractual obligations arising out of or in connection with the Fiscal Agency Agreement or the Bonds) and that accordingly submits to the jurisdiction of the Hong Kong courts. The Issuer waives any objection to the courts of Hong Kong on the grounds that they are an inconvenient or inappropriate forum.
- (c) **Waiver of Immunity:** The Issuer hereby waives any right to claim sovereign, crown, state or other immunity from jurisdiction or execution and any similar defence, and irrevocably consents to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any proceedings.

Schedule 3 Provisions for Meetings of Bondholders

Interpretation

- 1 In this Schedule:
- 1.1 references to a meeting are to a meeting of all Bondholders of Bonds and include, unless the context otherwise requires, any adjournment;
 - 1.2 “**agent**” means a proxy for, or representative of, a Bondholder;
 - 1.3 “**Electronic Consent**” has the meaning set out in paragraph 21;
 - 1.4 “**Extraordinary Resolution**” means a resolution passed (a) at a meeting duly convened and held in accordance with this Agreement by a majority of at least 75 per cent. of the votes cast, (b) by a Written Resolution or (c) by an Electronic Consent;
 - 1.5 “**Written Resolution**” means a resolution in writing signed by the holders of not less than 90 per cent. in nominal amount of the Bonds outstanding; and
 - 1.6 references to persons representing a proportion of the Bonds are to Bondholders or agents holding or representing in the aggregate at least that proportion in principal amount of the Bonds for the time being outstanding.

Appointment of Proxy or Representative

- 2 A proxy or representative may be appointed in the following circumstances:
- 2.1 A holder of Bonds may, by an instrument in writing in the English language (a “**form of proxy**”) signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the specified office of the Registrar or the Transfer Agent not less than 48 hours before the time fixed for the relevant meeting, appoint the person (a “**proxy**”) to act on his or its behalf in connection with any meeting of the Bondholders and any adjourned such meeting.
 - 2.2 Any holder of Bonds which is a corporation may, by delivering to any Agent not later than 48 hours before the time fixed for any meeting a resolution of its directors or other governing body, authorise any person to act as its representative (a “**representative**”) in connection with any meeting of the Bondholders and any adjourned such meeting.
 - 2.3 If the holder of a Bond is an Alternative Clearing System or a nominee of an Alternative Clearing System and the rules or procedures of such Alternative Clearing System so require, such nominee or Alternative Clearing System may appoint proxies in accordance with, and in the form used, by such Alternative Clearing System as part of its usual procedures from time to time in relation to meetings of Bondholders. Any proxy so appointed may by an instrument in writing in the form in the English language available from the specified office of the Registrar, signed by the proxy or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation and delivered to the Registrar not later than 48 hours before the time fixed for any meeting, appoint the principal paying agent or any employee of it nominated by it (the “**sub-proxy**”) to act on his or its behalf in connection with any meeting or proposed meeting

of Bondholders. All references to “proxy” or “proxies” in this Schedule other than in this sub-paragraph 2.3 shall be read so as to include references to “sub-proxy” or “sub-proxies”.

- 2.4 For so long as the Bonds are eligible for settlement through an Alternative Clearing System’s book-entry settlement system and the rules or procedures of such Alternative Clearing System so require, the Issuer may fix a record date for the purpose of any meeting, provided such record date is no more than 10 days prior to the date fixed for such meeting which shall be specified in the notice convening the meeting.
- 2.5 Any proxy appointed pursuant to sub-paragraph 2.1 or 2.3 above or representative appointed pursuant to sub-paragraph 2.2 above shall so long as such appointment remains in full force be deemed, for all purposes in connection with the relevant meeting or adjourned meeting of the Bondholders, to be the holder of the Bonds to which such appointment relates and the holder of the Bonds shall be deemed for such purposes not to be the holder or owner, respectively.

Powers of meetings

- 3 A meeting shall, subject to the Conditions and without prejudice to any powers conferred on other persons by this Agreement, have power by Extraordinary Resolution:
 - 3.1 to sanction any proposal by the Issuer or any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Bondholders against the Issuer, whether or not those rights arise under the Bonds;
 - 3.2 to sanction the exchange or substitution for the Bonds of, or the conversion of the Bonds into, shares, bonds or other obligations or securities of the Issuer or any other entity;
 - 3.3 to assent to any modification of this Agreement or the Bonds proposed by the Issuer or the Fiscal Agent;
 - 3.4 to authorise anyone to concur in and do anything necessary to carry out and give effect to an Extraordinary Resolution;
 - 3.5 to give any authority, direction or sanction required to be given by Extraordinary Resolution;
 - 3.6 to appoint any persons (whether Bondholders or not) as a committee or committees to represent the Bondholders’ interests and to confer on them any powers or discretions which the Bondholders could themselves exercise by Extraordinary Resolution;
 - 3.7 to approve the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under this Agreement,

provided that the special quorum provisions in paragraph 10 shall apply to any Extraordinary Resolution (a “**special quorum resolution**”) for the purpose of sub-paragraph 3.2 or 3.7 or for the purpose of making a modification to this Fiscal Agency Agreement or the Bonds which would have the effect of:

- (i) modifying the maturity of the Bonds or the dates on which interest is payable in respect of the Bonds
- (ii) reducing or cancelling the principal amount of, any premium payable on redemption of, or interest on or varying the method of calculating the rate of interest rate of interest on, the Bonds
- (iii) changing the currency of payment of the Bonds

- (iv) modifying the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution or
- (v) amending this proviso.

Convening a meeting

- 4** The Issuer may at any time convene a meeting. If it receives a written request by Bondholders holding at least 10 per cent. in principal amount of the Bonds for the time being outstanding and is indemnified to its satisfaction against all costs and expenses, the Issuer shall convene a meeting of the Bondholders. Every meeting shall be held at a time and place approved by the Fiscal Agent.
- 5** At least 21 days' notice (exclusive of the day on which the notice is given and of the day of the meeting) shall be given to the Bondholders. A copy of the notice shall be given by the party convening the meeting to the other parties. The notice shall specify the day, time and place of meeting and the nature of the resolutions to be proposed and shall explain how Bondholders may appoint proxies or representatives.

Chairman

- 6** The chairman of a meeting shall be such person as the Issuer may nominate in writing, but if no such nomination is made or if the person nominated is not present within 15 minutes after the time fixed for the meeting the Bondholders or agents present shall choose one of their number to be chairman, failing which the Issuer may appoint a chairman.
- 7** The chairman may but need not be a Bondholder or agent. The chairman of an adjourned meeting need not be the same person as the chairman of the original meeting.

Attendance

- 8** The following may attend and speak at a meeting:
 - 8.1** Bondholders and agents;
 - 8.2** the chairman;
 - 8.3** the Issuer and the Fiscal Agent (through their respective representatives) and their respective financial and legal advisers; andNo-one else may attend or speak.

Quorum and Adjournment

- 9** No business (except choosing a chairman) shall be transacted at a meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the meeting, it shall, if convened on the requisition of Bondholders, be dissolved. In any other case it shall be adjourned until such date, not less than 14 nor more than 42 days later, and time and place as the chairman may decide. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved.
- 10** Two or more Bondholders or agents present in person shall be a quorum:

- 10.1** in the cases marked “**No minimum proportion**” in the table below, whatever the proportion of the Bonds which they represent; and
- 10.2** in any other case, only if they represent the proportion of the Bonds shown by the table below.

COLUMN 1	COLUMN 2	COLUMN 3
Purpose of meeting	Any meeting except one referred to in column 3	Meeting previously adjourned through want of a quorum
	Required proportion	Required proportion
To pass a special quorum resolution	75 per cent.	25 per cent.
To pass any other Extraordinary Resolution	A clear majority	No minimum proportion
Any other purpose	10 per cent.	No minimum proportion

- 11** The chairman may with the consent of (and shall if directed by) a meeting adjourn the meeting from time to time and from place to place. Only business which could have been transacted at the original meeting may be transacted at a meeting adjourned in accordance with this paragraph or paragraph 9.
- 12** At least 10 days’ notice of a meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned meeting. No notice need, however, otherwise be given of an adjourned meeting.

Voting

- 13** Each question submitted to a meeting shall be decided 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, the Issuer or one or more persons holding one or more Bonds or being proxies or representatives and holding or representing in the aggregate not less than two per cent. in principal amount of the Bonds for the time being outstanding.
- 14** Unless a poll is demanded a declaration by the chairman that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.
- 15** If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairman directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.
- 16** A poll demanded on the election of a chairman or on a question of adjournment shall be taken at once.
- 17** On a show of hands every person who is present in person and who produces a Bond or is a proxy or representative has one vote. On a poll every such person has one vote for US\$

1.00 in principal amount of Bonds so produced or for which he is a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

- 18** In case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

Effect and Publication of an Extraordinary Resolution

- 19** An Extraordinary Resolution shall be binding on all the Bondholders, whether or not present at the meeting, and each of them shall be bound to give effect to it accordingly. The passing of such a resolution shall be conclusive evidence that the circumstances justify its being passed. The Issuer shall give notice of the passing of an Extraordinary Resolution to Bondholders within 14 days but failure to do so shall not invalidate the resolution.

Minutes

- 20** Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairman of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

Written Resolutions

- 21** Subject to the following sentence, a Written Resolution 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 Bondholders.

For so long as the Bonds are in the form of a Global Certificate registered in the name of any nominee for one or more of Euroclear and Clearstream, Luxembourg or another clearing system, then, in respect of any resolution proposed by the Issuer, a Written Resolution may be procured in either of the following provisions:

- (i) where the terms of the proposed resolution have been notified to the Bondholders through the relevant clearing system(s), the Issuer shall be entitled to rely upon approval of such resolution proposed by the Issuer (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Bonds outstanding ("**Electronic Consent**"). The Issuer shall not be liable or responsible to anyone for such reliance; and
- (ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer, as the case may be, by accountholders in the clearing system with entitlements to such Global Certificate or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that,

in each case, the Issuer have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the passing of the Written Resolution. Any resolution passed in such manner shall be binding on all Bondholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, “**commercially reasonable evidence**” includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Bonds. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream, Luxembourg’s CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Bonds is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

A Written Resolution and/or Electronic Consent shall take effect as an Extraordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on all Bondholders, whether or not they participated in such Written Resolution and/or Electronic Consent.

Schedule 4
Form of Put Exercise Notice for Redemption Option

CHINA MENGNIU DAIRY COMPANY LIMITED
[Title of Bonds]

By depositing this duly completed Notice with any Transfer Agent for the Bonds described above (the "**Bonds**") the undersigned holder of such of the Bonds as are represented by the Certificate that is surrendered with this Notice and referred to below irrevocably exercises its option to have such Bonds, or the principal amount of Bonds specified below redeemed on [●] under Condition 6(c) of the Bonds.

This Notice relates to Bonds in the aggregate principal amount of [●], bearing the following certificate numbers:

If the Certificate representing the Bonds to which this Notice relates is to be returned, or, in the case of a partial exercise of an option in respect of a single holding of Bonds, a new Certificate representing the balance of such holding in respect of which no option has been exercised is to be issued, to their holder, it should be returned by post to (1):

Payment Instructions

Please make payment in respect of the above Bonds as follows:

- *(a) by [currency] cheque drawn on a bank in [the principal financial centre of the currency] and mailed to the address of the holder appearing in the Register.
- *(b) by transfer to the following [currency] account:

Bank: [●]
Branch Address: [●]
Branch Code: [●]
Account Number: [●]
Account Name: [●]

*Delete as appropriate

Signature of holder: Certifying signature (2):
.....

[To be completed by recipient Transfer Agent]

Received by:

[Signature and stamp of Transfer Agent]

At its office at: [●]

On: [●]

Notes:

1. The Fiscal Agency Agreement provides that Certificates so returned or Certificates issued will be sent by post, uninsured and at the risk of the Bondholder, unless the Bondholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent. This section need only be completed if the Certificate is not to be forwarded to the Registered Address.
2. The signature of any person relating to any Bonds shall conform to a list of duly authorised specimen signatures supplied by the holder of such Bonds or (if such signature corresponds with the name as it appears on the face of the Certificate) be certified by a notary public or a recognised bank or be supported by such other evidence as a Transfer Agent may reasonably require. A representative of the holder should state the capacity in which he signs.
3. This Notice is not valid unless all of the paragraphs requiring completion are duly completed.
4. The Agent with whom the above Certificates are deposited shall not in any circumstances be liable to the depositing Bondholder or any other person for any loss or damage arising from any act, default or omission of such Agent in relation to the Certificates or any of them unless such loss or damage was caused by the fraud or negligence of such Agent or its directors, officers or employees.

Schedule 5

Regulations Concerning the Transfer and Registration of Bonds

- 1 Each Certificate shall represent an integral number of Bonds.
- 2 Unless otherwise requested by him and agreed by the Issuer and save as provided in the Conditions, each holder of more than one Bond shall be entitled to receive only one Certificate in respect of his holding.
- 3 Unless otherwise requested by them and agreed by the Issuer and save as provided in the Conditions, the joint holders of one or more Bonds shall be entitled to receive only one Certificate in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the register of the holders of Bonds in respect of the joint holding. All references to “holder”, “transferor” and “transferee” shall include joint holders, transferors and transferees.
- 4 The executors or administrators of a deceased holder of Bonds (not being one of several joint holders) and, in the case of the death of one or more of joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Issuer as having any title to such Bonds.
- 5 Any person becoming entitled to Bonds in consequence of the death or bankruptcy of the holder of such Bonds may, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Transfer Agent or the Registrar shall require (including legal opinions), be registered himself as the holder of such Bonds or, subject to the preceding paragraphs as to transfer, may transfer such Bonds. The Issuer, the Transfer Agents and the Registrar may retain any amount payable upon the Bonds to which any person is so entitled until such person shall be so registered or shall duly transfer the Bonds.
- 6 Upon the surrender of a Certificate representing any Bonds to be transferred or in respect of which an option is to be exercised or any other Bondholders’ right to be demanded or exercised, the Transfer Agent or the Registrar to whom such Bond is surrendered shall request reasonable evidence as to the identity of the person (the “**Surrendering Party**”) who has executed the form of transfer on the Certificate or other accompanying notice or documentation, as the case may be, if such signature does not conform to any list of duly authorised specimen signatures supplied by the registered holder. If the signature corresponds with the name of the registered holder, such evidence may take the form of a certifying signature by a notary public or a recognised bank. If the Surrendering Party is not the registered holder or is not one of the persons included on any list of duly authorised persons supplied by the registered holder, the Transfer Agent or Registrar shall require reasonable evidence (which may include legal opinions) of the authority of the Surrendering Party to act on behalf of, or in substitution for, the registered holder in relation to such Bonds.