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中國民生銀行股份有限公司
CHINA MINSHENG BANKING CORP., LTD.

(A joint stock limited company incorporated in the People's Republic of China with limited liability)

(Stock Code: 01988)

(USD Preference Shares Stock Code: 04609)

PROPOSED ADJUSTMENT TO THE PLAN OF PUBLIC ISSUANCE OF A SHARE CONVERTIBLE BONDS

The Meeting of the Board was held in Beijing on 2 May 2017. The Board considered and approved, among others, the resolution on the adjustment to the plan of issuance and listing of A Share Convertible Bonds by the Company.

The proposed issuance of A Share Convertible Bonds (including the Adjustment) is subject to approval at shareholders' general meetings and class meetings of the Company. A circular containing, among others, the proposed issuance of A Share Convertible Bonds (including the Adjustment) will be delivered to the shareholders in due course.

Reference is made to the announcement of China Minsheng Banking Corp., Ltd. (the "**Company**") dated 30 March 2017 in relation to the proposed public issuance and listing of A share convertible bonds (the "**Convertible Bonds**" or "**A Share Convertible Bonds**"). The first extraordinary meeting (the "**Meeting**") of the seventh session of the board of directors of the Company (the "**Board**") was held in Beijing on 2 May 2017. The Board considered and approved, among others, the resolution on the adjustment to the plan of public issuance and listing of A Share Convertible Bonds by the Company (the "**Adjustment**"). Please refer to the appendix to this announcement for details of the adjusted proposed public issuance and listing of the A Share Convertible Bonds by China Minsheng Banking Corp., Ltd.

CONVENING OF SHAREHOLDERS' GENERAL MEETING, A SHARE CLASS MEETING AND H SHARE CLASS MEETING

The annual general meeting for 2016, the second A share class meeting for 2017 and the second H share class meeting for 2017 of the Company will be convened to consider and, if thought fit, approve, among others, the proposed public issuance and listing of A Share Convertible Bonds

(including the Adjustment). Such resolution shall be subject to the approvals of China Banking Regulatory Commission and China Securities Regulatory Commission and the plan eventually approved. A circular containing, among others, the abovementioned matters will be delivered to H shareholders in due course.

Shareholders and potential investors should be aware that the issuance shall be subject to the abovementioned approvals and certain conditions, including market conditions. The proposed issuance of the Convertible Bonds may or may not proceed. Shareholders and potential investors are advised to exercise with caution when dealing in the shares.

By Order of the Board
CHINA MINSHENG BANKING CORP., LTD.
Hong Qi
Chairman

Beijing, PRC
2 May 2017

As at the date of this announcement, the executive directors of the Company are Mr. Hong Qi, Mr. Liang Yutang and Mr. Zheng Wanchun; the non-executive directors are Mr. Zhang Hongwei, Mr. Lu Zhiqiang, Mr. Liu Yonghao, Mr. Shi Yuzhu, Mr. Wu Di, Mr. Yao Dafeng, Mr. Song Chunfeng, Mr. Tian Zhiping and Mr. Weng Zhenjie; and the independent non-executive directors are Mr. Liu Jipeng, Mr. Li Hancheng, Mr. Xie Zhichun, Mr. Cheng Hoi-chuen, Mr. Peng Xuefeng and Mr. Liu Ningyu.

Appendix

Proposed Public Issuance and Listing of A Share Convertible Bonds by China Minsheng Banking Corp., Ltd.

I. TYPE OF SECURITIES TO BE ISSUED

The type of the securities to be issued by the Company is a convertible bonds which can be converted into A Shares. The Convertible Bonds and A Shares to be converted from the Convertible Bonds will be listed on the Shanghai Stock Exchange.

II. ISSUE SIZE

The total amount of the proposed Convertible Bonds will not exceed RMB50 billion. The actual size of the issuance of A Share Convertible Bonds shall be determined by the Board within the above range, subject to the authorization by the Shareholders in general meeting.

III. PAR VALUE AND ISSUE PRICE

The Convertible Bonds will be issued at par with a nominal value of RMB100 each.

IV. TERM

The term of the Convertible Bonds will be six years from the date of the issuance of A Share Convertible Bonds.

V. INTEREST RATE

The Board proposes to the Shareholders in general meeting to authorize the Board to determine the methods for determination of nominal interest rate and the final interest rate for the interest accrual year in accordance with PRC policies, market conditions and the actual conditions of the Company, prior to the issuance of the Convertible Bonds.

VI. TIMING AND METHOD OF INTEREST PAYMENT

(I) Calculation of annual interest

The interest of each interest accrual year (the “**Annual Interest**”) means the interest accrued to the holder of the Convertible Bonds (the “**Convertible Bond Holder**”) in each year on each anniversary of the date of issuance of the Convertible Bonds, calculated based on the aggregate nominal value of the Convertible Bonds.

The formula for calculating the Annual Interest is: $I = B \times i$

“**I**”: denotes the Annual Interest;

“**B**”: denotes the aggregate nominal value of the Convertible Bonds held by a Convertible Bond Holder as at the record date for interest payment in an interest accrual year (“**that year**” or “**each year**”); and

“**i**”: denotes the interest rate of the Convertible Bonds of that year.

(II) Method of interest payment

1. Interest of the Convertible Bonds will be paid annually, accruing from the date of issuance of the Convertible Bonds.
2. Interest payment date: The interest is payable annually on each anniversary of the date of issuance of the Convertible Bonds. If such day falls on a statutory holiday or rest day, the interest payment date shall be postponed to the first working day immediately thereafter, provided that no additional interest will be accrued during the period of postponement. The period between an interest payment date and the immediately following interest payment date will be an interest accrual year.
3. Record date for interest payment: The record date for interest payment in each year will be the last trading day preceding the interest payment date. The Company will pay the interest accrued in that year within five trading days from the interest payment date. The Company will not pay any interest for that year and subsequent interest accrual years to the Convertible Bond Holders whose Convertible Bonds have been applied to be converted into the A Shares on or before the record date for interest payment.
4. Tax payable on the interest income of a Convertible Bond Holder shall be borne by such Convertible Bond Holder.

VII. CONVERSION PERIOD

The conversion period of the Convertible Bonds commences on the first trading day immediately following the expiry of the six-month period after the date of issuance of the Convertible Bonds and ends on the maturity date of the Convertible Bonds.

VIII. DETERMINATION AND ADJUSTMENT OF THE CONVERSION PRICE OF THE CONVERTIBLE BONDS

(I) Basis for determining the initial conversion price for the Convertible Bonds (the “**Conversion Price**”)

The initial Conversion Price of the Convertible Bonds shall not be lower than the average trading price of A Shares for the 20 trading days preceding the date of publication of the offering document and the average trading price of A Shares on the trading day preceding the date of the offering document of the Convertible Bonds and the lower of the most recent audited net asset value per share and the average trading price of the A Shares for the five trading days preceding the date of the Board resolution. The actual initial Conversion Price shall be determined by the Board of the Company with reference to the market conditions, according to the authorization by the Shareholders in general meeting.

(II) Method of adjustments to the Conversion Price

The Conversion Price is subject to adjustment upon the Issuance in case of certain events which affect the share capital of the Company and lead to distribution of cash dividends, such as distribution of share dividends, capitalization, issuance of new shares or rights issue (excluding any increase in the share capital as a result of conversion of the Convertible Bonds). The Company will adjust the Conversion Price based on the actual situation and in accordance with the principles of fairness, justice, equality and full protection of the Convertible Bond Holders’ interests. The specific formulas for adjustments to the Conversion Price will be determined by the Board of the Company pursuant to relevant requirements as set out in the offering document.

Upon occurrence of any of the abovementioned changes in shareholding and/or Shareholder’s interests, the Company will adjust the Conversion Price in accordance with the methods determined, and an announcement of the adjustment of the Conversion Price shall be made on the publications designated by the China Securities Regulatory Commission (the “**CSRC**”) for information disclosure of listed companies. The announcement will indicate the date of adjustment to the Conversion Price, adjustment method and suspension period of share conversion (if necessary). An announcement will also be published (if necessary) in the Hong Kong market in accordance with the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (as amended from time to time) and the Articles of Association of China Minsheng Banking Corp., Ltd. (the “**Articles of Association**”). If the Conversion Price adjustment date is on or after the date on which a Convertible Bond Holder applies for conversion of his Convertible Bonds but before the registration date of the shares to be issued upon conversion, then such conversion will be executed based on the adjusted Conversion Price.

In the event that the Convertible Bond Holder’s creditor’s interests, or the interests derived from the share conversion are affected by the change in the Company’s share class, quantity and/or shareholders’ interests due to any possible share repurchase, consolidation, division or any other circumstances, the Company will adjust the Conversion Price based on the actual situation and in accordance with the principles of fairness, justice and equality so as to fully protect the Convertible Bond Holders’ interests. The details of adjustments to Conversion Price and its implementation measures shall be determined in accordance

with then relevant PRC laws and regulations and the relevant requirements of the securities regulatory authorities.

IX. DOWNWARD ADJUSTMENT TO CONVERSION PRICE

(I) Limitation of adjustment right and the magnitude of adjustment

If, during the term of the Convertible Bonds issued hereunder, the closing prices of the A Shares in any 15 trading days out of any 30 consecutive trading days are lower than 80% of the prevailing Conversion Price, the Company may propose a downward adjustment to the Conversion Price to the Shareholders in general meeting for their consideration and approval within ten business days from the date of occurrence of the abovementioned circumstance.

In the event that an adjustment to the Conversion Price by the Company is made due to ex-rights or ex-dividend during the aforementioned trading days, in respect of the trading days prior to the adjustment to the Conversion Price, the calculation shall be based on the unadjusted Conversion Price and the closing price of the shares on each such day, and in respect of the days on which adjustment to the Conversion Price is made and the trading days afterwards, the calculation shall be based on the adjusted Conversion Price and the closing price of the shares on each such day.

The abovementioned proposal is subject to approval of two-thirds of the participating shareholders with voting rights. Shareholders who hold the Convertible Bonds issued hereunder should abstain from voting. The adjusted Conversion Price should be no less than the average trading price of the A Shares for 20 trading days immediately before the shareholders' general meeting for consideration and approval of the aforementioned proposal and the average trading price of the A Shares on the trading day immediately prior to shareholders' general meeting for the consideration and approval of the aforementioned proposal, and should be also no less than the latest audited net asset value per share and the nominal value per share.

(II) Procedure of adjustment

If the Company decides to make a downward adjustment to the Conversion Price, the Company will publish an announcement in the print media and the website designated by the CSRC. The information disclosed will include the resolutions of shareholders' general meeting in relation to the magnitude of the adjustment, the registration date of shares and the suspension period of share conversion. An announcement will also be published (if necessary) in the Hong Kong market if it is required by the Hong Kong Listing Rules and the Articles of Association. Application for conversion of the Convertible Bonds at adjusted Conversion Price shall be resumed upon the first trading day after the registration date, i.e. the Conversion Price adjustment date.

If the adjustment date of the Conversion Price is on or after the date on which a Convertible Bond Holder applies for conversion of the Convertible Bonds but before the date of registration of the shares to be issued upon such conversion, then such conversion will be executed based on the adjusted Conversion Price.

X. METHOD FOR DETERMINING THE NUMBER OF SHARES FOR CONVERSION

Where a Convertible Bond Holder applies to convert the Convertible Bonds held by him during the conversion period, the formula for calculating number of the shares to be issued upon conversion: $Q = V/P$. Any fractional share shall be rounded down to the nearest whole number.

In the aforesaid formula, “V” denotes the aggregate nominal value of the Convertible Bond in respect of which the Convertible Bond Holder applies for conversion, and “P” denotes the prevailing Conversion Price as at the date of application for conversion.

Within five trading days from the conversion of the Convertible Bonds, the Company will pay the Convertible Bond Holder in cash with an amount equal to the nominal value of the remaining balance of such Convertible Bonds which are insufficient to be converted into one share and the interest accrued on such balance in accordance with the relevant requirements of the Shanghai Stock Exchange and such other authorities (please refer to “XII. Terms of Redemption” for details of the method of calculation of the interest accrued).

XI. ENTITLEMENT TO DIVIDEND IN THE YEAR OF CONVERSION

The new shares of the Company to be issued as a result of the conversion of the Convertible Bonds shall rank pari passu with all the existing shares of the Company, and all shareholders whose names are recorded on the register of members of the Company on the record date for dividend distribution shall be entitled to receive the dividend of that period.

XII. TERMS OF REDEMPTION

(I) Terms of redemption at maturity

Within five trading days upon the maturity of the Convertible Bonds, the Company will redeem all the Convertible Bonds from Convertible Bond Holders which have not been converted into shares by then, at a price calculated at a premium (including the interest accrued in the last interest accrual year) in addition to the nominal value of the Convertible Bonds. The actual premium shall be determined by the Board with reference to the market conditions, according to the authorization at the shareholders’ general meeting.

(II) Terms of conditional redemption

During the conversion period of the Convertible Bonds, if the closing price of the A Shares in at least 15 trading days out of any 30 consecutive trading days is equal to or higher than 130% of the prevailing Conversion Price, the Company shall have the right to redeem all or part of the outstanding Convertible Bonds, at a price equal to the nominal value of the Convertible Bonds plus then accrued interest, subject to the approval from relevant regulatory authorities (if necessary). In the event that an adjustment to the Conversion Price is made due to ex-rights or ex-dividend during the aforementioned trading days, the calculation shall be made based on unadjusted Conversion Price relating to, and the closing price of, the trading day prior to such adjustment, and on the adjusted Conversion Price relating to, and the closing price of, the trading day after such adjustment.

In addition, when the aggregate nominal value of the balance of the outstanding Convertible Bonds issued hereunder is less than RMB30 million, the Company shall have the right to redeem all the Convertible Bonds which have not been converted into shares at a price equal to the nominal value plus then accrued interest.

Formula for calculating then accrued interest is:

$$IA = B \times i \times t/365$$

IA : Accrued interest for the current period;

B : Aggregate nominal value of the Convertible Bonds issued hereunder that are held by the Convertible Bond Holder and will be redeemed;

i : Interest rate of the Convertible Bonds for current year; and

t : Number of days on which interest is accrued, meaning the actual number of calendar days from the last interest payment date to the redemption date (excluding the redemption date).

XIII. TERMS OF SALE BACK

If the actual usage of the proceeds from the issuance of the Convertible Bonds by the Company differs from the undertaking of the use of proceeds set out by the Company in the offering document, and such difference is considered by the CSRC as a deviation in the use of the proceeds, the Convertible Bond Holders will be entitled to a one-off right to sell the Convertible Bonds back to the Company at the nominal value plus then accrued interest. Under this scenario, the Convertible Bond Holders may sell their Convertible Bonds back to the Company during the sale back declaration period announced by the Company. If the Convertible Bond Holders do not exercise their sale back rights during the sale back declaration period, such rights shall automatically lapse. Save as the aforesaid, the Convertible Bonds cannot be sold back at the option of the Convertible Bond Holders.

XIV. METHOD OF ISSUANCE AND TARGET INVESTORS

The method of the issuance of the Convertible Bonds will be determined by the Board, subject to the authorization at the shareholders' general meeting. The target investors are natural persons, legal persons, securities investment funds and other investors that are in compliance with the laws, who have maintained securities accounts with the Shanghai Branch of China Securities Depository and Clearing Corporation Limited, except those prohibited by PRC laws and regulations.

XV. SUBSCRIPTION ARRANGEMENT FOR THE EXISTING HOLDERS OF A SHARES

The existing holders of A Shares shall have pre-emptive rights to subscribe for the Convertible Bonds to be issued. They shall, however, also have the right to surrender such rights of subscription. The actual amount of the Convertible Bonds to be preferentially allocated to the existing holders of A Shares shall be determined by the Board with reference to the market conditions before the issuance, subject to the authorization at the shareholders' general meeting, and shall be disclosed in the offering document of the Convertible Bonds. The exercise of such preferential allocation is subject to the Company Law of the PRC, the Hong Kong Listing Rules and all other applicable laws, rules and regulations (including but not limited to the regulations and requirements related to connected transactions) of government or regulatory authorities.

XVI. CONVERTIBLE BOND HOLDERS AND THEIR MEETINGS

(I) Rights and obligations of Convertible Bond Holders

1. Rights of Convertible Bond Holders

- (1) to receive agreed interests in accordance with the number of the Convertible Bonds held;
- (2) to convert the Convertible Bonds held into shares of the Company according to the agreed conditions;
- (3) to exercise right of sale back on agreed conditions;
- (4) to assign, bestow or pledge the Convertible Bonds held in accordance with the laws, administrative regulations and the Articles of Association;
- (5) to receive relevant information in accordance with the laws and the Articles of Association;
- (6) to request the Company to repay the principal and interest of the Convertible Bonds within the agreed period and by the agreed manner; and
- (7) other rights as creditors of the Company prescribed by applicable laws, administrative regulations and the Articles of Association.

2. Obligations of the Convertible Bond Holders

- (1) to abide by the relevant terms of the Convertible Bonds;
- (2) to pay the subscription amount in accordance with the number of Convertible Bonds subscribed for;

- (3) not to request the Company to make prepayment of the principal and interest of the Convertible Bonds, unless otherwise required by applicable laws and regulations, or otherwise agreed in the offering document of the Convertible Bonds; and
- (4) other obligations prescribed by applicable laws, administrative regulations and the Articles of Association.

(II) Convertible Bond Holders' Meetings

1. Circumstances under which Convertible Bonds Holders' meetings shall be convened

A Convertible Bond Holders' meeting shall be convened by the Board upon the occurrence of any of the following events:

- (1) the Company proposes to change the terms of the offering document;
- (2) the Company defaults in paying principal amount and interests under the Convertible Bonds on time;
- (3) the Company undertakes a capital reduction, merger, division, dissolution or files for bankruptcy; and
- (4) other matters which may affect the material interests of the Convertible Bond Holders.

The following entities or persons may propose a Convertible Bond Holders' meeting:

- (1) the Board of the Company;
- (2) upon written proposal by the holders of 10% or more of the total par value of the outstanding Convertible Bonds; and
- (3) other entities or persons prescribed by the CSRC.

2. Convening of Convertible Bond Holders' meetings

- (1) A Convertible Bond Holders' meeting shall be convened and chaired by the Board; and
- (2) The Board shall, within 30 days after the proposal of the meeting has been raised or received by the Board, convene the meeting of Convertible Bond Holders. The Board shall publish a notice in at least one designated media for information disclosure of listed companies at least 15 days prior to the meeting of Convertible Bond Holders, which shall specify the specific time, venue, agenda, and methods, etc. as confirmed by the Board.

3. Attendance of the Convertible Bond Holders' meetings

Unless otherwise required by applicable laws and regulations, the Convertible Bond Holders have the right to attend the Convertible Bond Holders' meeting in person or by proxy to exercise their voting rights.

The following entities or persons may attend the Convertible Bond Holders' meetings and submit proposals at the meetings for discussion and decision of the meeting but have no voting rights:

- (1) the issuer of the Convertible Bonds; and
- (2) other key connected parties.

The Board should engage attorneys to attend the Convertible Bond Holders' meetings and issue legal opinions in relation to the calling and convening of the meetings, voting procedures, and qualifications of the attendees of the Convertible Bond Holders' meetings.

4. Procedures of the Convertible Bond Holders' meetings

- (1) The chairman of the meeting shall announce the rules of procedure of the meeting and important notice, nominate and announce a scrutineer, and present the proposals. Voting will be commenced after discussion of the proposals. The resolution of the Convertible Bond Holders' meetings will be effective upon witness by an attorney;
- (2) A Convertible Bond Holders' meeting shall be chaired by the chairman of the Board. In the absence of the chairman of the Board, the meeting shall be chaired by a director authorized by the chairman of the Board. If neither the chairman of the Board nor the director authorized by the chairman of the Board is able to chair the meeting, the meeting shall be chaired by a Convertible Bond Holder elected by Convertible Bond Holders representing at least 50% (exclusive) of par value of Convertible Bonds present at the meeting; and
- (3) The convener should record the attendees of the meeting, which shall indicate the name (or entity name), identity card number, domicile, the par value of the Convertible Bonds with voting rights held or represented by the attendee and the name (or entity name) of Convertible Bonds Holder being represented.

5. Voting and resolution of the Convertible Bond Holders' meeting

- (1) Each Convertible Bond represents one vote in the Convertible Bond Holders' meeting;
- (2) Convertible Bond Holders shall vote by open ballot in the Convertible Bond Holders' meeting;

- (3) A resolution of the Convertible Bond Holders' meeting shall be valid upon the affirmative votes representing at least two-thirds of par value of Convertible Bonds present at the meeting;
 - (4) All the items and sub-items contained in the proposals at the Convertible Bond Holders' meeting shall be considered and voted separately;
 - (5) A resolution of Convertible Bond Holders' meeting will be valid after it has been resolved by the Convertible Bond Holders at the Convertible Bond Holders' meeting, and for resolutions subject to approval by the CSRC or other regulatory authorities, the resolution will be effective from the date of approval or confirmation of the relevant approval;
 - (6) Unless expressly agreed that special compensation shall be made to the Convertible Bond Holders voting against the resolution or failing to attend the meeting, a resolution shall have equal effect on all Convertible Bond Holders; and
 - (7) After a resolution is adopted by the Convertible Bond Holders' meeting, the Board shall notify the Convertible Bond Holders by an announcement and be responsible to execute such resolution.
6. The subscription or otherwise holding of the Convertible Bonds by the Convertible Bond Holders shall be deemed as their consent to the aforementioned procedures of the Convertible Bond Holders' meetings.

XVII. USE OF PROCEEDS

The proceeds from the issuance of A Share Convertible Bonds will be utilised to support the future development of business, and after the conversion of the Convertible Bonds, the proceeds will be used to replenish the core tier-one capital of the Company in accordance with relevant regulatory requirements.

XVIII. GUARANTEE AND SECURITY

There is no guarantee or security in relation to the Issuance of A Share Convertible Bonds.

XIX. VALIDITY PERIOD OF THE RESOLUTIONS

The resolutions in respect of the issuance of A Share Convertible Bonds will be valid for 12 months from the date on which the relevant resolutions are passed at the shareholders' general meeting and the class meetings.