

SUPPLEMENTAL AGREEMENT
TO CORNERSTONE INVESTMENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (the “**Supplemental Agreement**”) TO CORNERSTONE INVESTMENT AGREEMENT (as defined below) is entered into on October 16, 2015, by and among:

- (1) **CHINA INTERNATIONAL CAPITAL CORPORATION LIMITED** (中國國際金融股份有限公司), a joint stock company incorporated in the People’s Republic of China with limited liability, whose registered office is at 27th and 28th Floor, China World Office 2, 1 Jianguomenwai Avenue, Chaoyang District, Beijing, China (the “**Company**”);
- (2) **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a company incorporated in the state of New Jersey, whose registered office is at 751 Broad Street, Newark, New Jersey, 07102, United States of America (the “**Investor**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** (中國國際金融香港證券有限公司), whose registered office is at 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC HK Securities**”);

Each of the parties to this Supplemental Agreement is referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Unless otherwise defined, capitalized terms used herein without definition shall have the meanings set forth in the Cornerstone Investment Agreement dated October 9, 2015 (the “**Cornerstone Investment Agreement**”) entered into by and among the Parties.

RECITALS

- A The Parties hereto are parties to the Cornerstone Investment Agreement.
- B The Parties hereto have agreed to amend the Cornerstone Investment Agreement in the manner provided in this Supplemental Agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereto hereby agree as follows:

1. The following sentence shall be added to the end of the definition of “Investor Shares” in clause 1.1 of the Cornerstone Investment Agreement:

“Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be acquired by the Investor under this Agreement may be affected by the re-allocation of H Shares between the International Offering and the Hong Kong Public Offering. In such event, the number of Investor Shares may be deducted on a pro rata basis in accordance with the clawback mechanism as stated in the “Structure of the Global Offering” section of the prospectus to be issued by the Company in Hong Kong to satisfy the respective public demands under the Hong Kong Public Offering.”

2. The last sentence of Clause 4.1 of the Cornerstone Investment Agreement is hereby deleted in its entirety and replaced as follows:

“In the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be acquired by the Investor under this Agreement may be affected by the re-allocation of H Shares between the International Offering and the Hong Kong Public Offering. In such event, the number of Investor Shares may be deducted on a pro rata basis in accordance with the clawback mechanism as stated in the “Structure of the Global Offering” section of the prospectus to be issued by the Company in Hong Kong to satisfy the respective public demands under the Hong Kong Public Offering.”

3. From the date of this Supplemental Agreement, the Cornerstone Investment Agreement and this Supplemental Agreement are to be read together and the Cornerstone Investment Agreement is amended in the manner provided in this Supplemental Agreement.
4. Subject to the amendments made by this Supplemental Agreement, all other provisions of the Cornerstone Investment Agreement shall remain in full force and effect in accordance with their terms.
5. This Supplemental Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by facsimile or electronic transmission (via scanned PDF) will constitute effective and binding execution and delivery of this Supplemental Agreement.
6. This Supplemental Agreement shall be governed by and construed under the laws of Hong Kong, without regard to principles of conflict of laws thereunder.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Supplemental Agreement on the date and year first above written.

Signed by Zhou Jiaying)

由周佳兴)

For and on behalf of)

代表)

CHINA INTERNATIONAL)

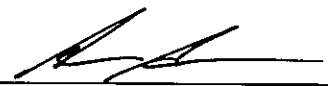
CAPITAL CORPORATION)

LIMITED)

中国国际金融股份有限公司 签署)

Zhou Jiaying

Signed by Scott G. Sleyster)



由 Scott G. Sleyster)

Senior Vice President and Chief Investment Officer

For and on behalf of)

代表)

THE PRUDENTIAL INSURANCE)

COMPANY OF AMERICA)

Signed by Huang Zhaohui)
由 黄朝晖)
For and on behalf of)
代表)
CHINA INTERNATIONAL)
CAPITAL CORPORATION)
HONG KONG SECURITIES)
LIMITED)
中國國際金融香港證券有限公司)
簽署)

A handwritten signature in black ink, appearing to be the name 'Huang Zhaohui' in a stylized cursive script.