

General Growth Properties, Inc.  
Form SC 13D  
November 19, 2010

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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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SCHEDULE 13D

Under the Securities Exchange Act of 1934

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General Growth Properties, Inc.  
(Name of Issuer)

COMMON STOCK, \$0.01 PAR VALUE PER SHARE  
(Title of Class of Securities)

370023103  
(CUSIP Number)

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One New York Plaza  
New York, NY 10004-1980  
(212) 859-8000

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November 9, 2010

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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SCHEDULE 13D

NAMES OF REPORTING PERSONS

1 China Investment Corporation

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

2 (a)   
 (b)

SEC USE ONLY

3 [REDACTED]

SOURCE OF FUNDS

4 WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6 People's Republic of China

SOLE VOTING POWER

7 NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

0 SHARED VOTING POWER

8 OWNED BY EACH REPORTING PERSON WITH

288,544,386\* SOLE DISPOSITIVE POWER

0 SHARED DISPOSITIVE POWER

9 10 288,544,386\*

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON

11 288,544,386 \*

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12   
 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13 28.3%\*  
 TYPE OF REPORTING PERSON

14 CO

\* By virtue of certain voting rights, the Reporting Person may be deemed to share beneficial ownership of 288,416,030 shares of Common Stock with the Other Filers (as defined in Item 5). Additionally, by virtue of the various agreements and arrangements described in this Schedule 13D, the Reporting Person may be deemed to be a member of a “group” with the Other Filers with respect to beneficial ownership of 288,416,030 shares of Common Stock as well as with respect to any other shares of Common Stock beneficially owned by such Other Filers. The Reporting Person expressly disclaims, to the extent permitted by applicable law, beneficial ownership of the shares reported herein as well as any other shares of Common Stock beneficially owned by such Other Filers. See Item 5.

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SCHEDULE 13D

NAMES OF REPORTING PERSONS

1 Stable Investment Corporation

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

2 (a)   
 (b)

SEC USE ONLY

3 [REDACTED]

SOURCE OF FUNDS

4 WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6 People's Republic of China

SOLE VOTING POWER

7 NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

0 SHARED VOTING POWER

8 OWNED BY EACH REPORTING PERSON WITH

288,416,030 \* SOLE DISPOSITIVE POWER

9 PERSON WITH

0 SHARED DISPOSITIVE POWER

10 288,416,030 \*

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON

11 288,416,030 \*

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12   
 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13 28.3%\*  
 TYPE OF REPORTING PERSON

14 CO

\* By virtue of certain voting rights, the Reporting Person may be deemed to share beneficial ownership of these shares of Common Stock with the Other Filers (as defined in Item 5). Additionally, by virtue of the various agreements and arrangements described in this Schedule 13D, the Reporting Person may be deemed to be a member of a “group” with the Other Filers with respect to beneficial ownership of such shares of Common Stock as well as with respect to any other shares of Common Stock beneficially owned by such Other Filers. The Reporting Person expressly disclaims, to the extent permitted by applicable law, beneficial ownership of the shares reported herein as well as any other shares of Common Stock beneficially owned by the Other Filers. See Item 5.

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SCHEDULE 13D

NAMES OF REPORTING PERSONS

1 Best Investment Corporation

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

2 (a)   
(b)

3 SEC USE ONLY

SOURCE OF FUNDS

4 WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

5

CITIZENSHIP OR PLACE OF ORGANIZATION

6 People's Republic of China

SOLE VOTING POWER

7

NUMBER OF  
SHARES

0

SHARED VOTING POWER

BENEFICIALLY OWNED BY

8

EACH

288,416,030 \*

SOLE DISPOSITIVE POWER

REPORTING PERSON

9

0

WITH

SHARED DISPOSITIVE POWER

10

288,416,030 \*

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON

11 288,416,030 \*

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

12

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

13 28.3%\*

TYPE OF REPORTING PERSON

14 CO

\* By virtue of certain voting rights, the Reporting Person may be deemed to share beneficial ownership of these shares of Common Stock with the Other Filers (as defined in Item 5). Additionally, by virtue of the various agreements and arrangements described in this Schedule 13D, the Reporting Person may be deemed to be a member of a “group” with the Other Filers with respect to beneficial ownership of such shares of Common Stock as well as with respect to any other shares of Common Stock beneficially owned by such Other Filers. The Reporting Person expressly disclaims, to the extent permitted by applicable law, beneficial ownership of the shares reported herein as well as any other shares of Common Stock beneficially owned by the Other Filers. See Item 5.

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Security and Issuer

Item 1. Security and Issuer

This statement on Schedule 13D (this “Schedule 13D”) relates to the common stock, \$0.01 par value per share (the “Common Stock”), of General Growth Properties, Inc., a Delaware corporation (the “Company”). The address of the Company’s principal executive offices is General Growth Properties, Inc., 110 N. Wacker Drive, Chicago, IL 60606.

Item 2. Identity and Background

(a) This Schedule 13D is being filed by each of the following persons (each, a “Reporting Person” and collectively, the “Reporting Persons”):

(i) China Investment Corporation (“CIC”), a corporation established under the Company Law of the People's Republic of China;

(ii) Stable Investment Corporation. (“Stable”), a corporation established under the Company Law of the People's Republic of China; and

(iii) Best Investment Corporation (“Best”), a corporation established under the Company Law of the People's Republic of China.

CIC is the parent entity of each of Stable and Best.

Schedule I hereto, with respect to CIC, Schedule II hereto, with respect to Stable, and Schedule III hereto, with respect to Best, set forth lists of all of the directors and executive officers or persons holding equivalent positions (the “Scheduled Persons”) of each such Reporting Person.

(b) The principal business address of each of CIC, Stable, and Best is New Poly Plaza No.1 Chaoyangmen Beidajie Beijing 100010, P.R. China.

(c) The principal business of each of CIC, Stable, and Best is to be an investment company.

(d), (e) During the last five years, none of the Reporting Persons nor, to the best of their knowledge, any of the Scheduled Persons (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding or was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Schedule I, Schedule II, Schedule III, Schedule IV, and Schedule V hereto set forth the citizenships of each of the Scheduled Persons who is a natural person.

Item 3. Source and Amount of Funds or Other Consideration

Each of Stable and Best directly hold, and by virtue of being the parent of Stable and Best, CIC indirectly holds, an ownership interest in Brookfield Retail Holdings III LLC (“BRH III”), one of the entities listed below (each, an “Investment Vehicle”), which entitles them to certain voting rights with respect to the Common Stock and Warrants held by all of the Investment Vehicles. Therefore, the Reporting Persons may be deemed to share beneficial ownership of

such securities. See Items 4 and 5.

Funds for the purchase of the shares of Common Stock and the acquisition of the Warrants reported herein by the Investment Vehicles were derived from the working capital of the Investment Vehicles, which was provided by the members or limited partners, as applicable, of the Investment Vehicles. Each of Stable and Best provided funds from its working capital to acquire its ownership interest in BRH III, which funds were used in connection with the purchase by BRH III of the securities listed opposite BRH III below. The number of shares of Common Stock purchased by or on behalf of each Investment Vehicle, the number of Warrants acquired by or on behalf of each Investment Vehicle, and the approximate amounts paid by each Investment Vehicle for such securities, are set forth below.

Investment Vehicle	Number of Shares of Common Stock	Number of Warrants	Aggregate Amount (1)
Brookfield Retail Holdings LLC (formerly known as REP Investments LLC) (“BRH”)	75,156,748	18,714,651	\$751,567,480
Brookfield Retail Holdings II LLC	51,572,627	12,842,010	\$515,726,270
BRH III	59,156,823	14,730,538	\$591,568,230
Brookfield Retail Holdings IV-A LLC (“BRH IV-A”)	6,839,615	1,703,121	\$68,396,150
Brookfield Retail Holdings IV-B LLC (“BRH IV-B”) (2)	13,651,644	3,399,372	\$136,516,440
Brookfield Retail Holdings IV-C LLC (“BRH IV-C”) (2)	4,573,591	1,138,862	\$45,735,910
Brookfield Retail Holdings IV-D LLC (“BRH IV-D”)	4,573,591	1,138,862	\$45,735,910
Brookfield Retail Holdings V LP	15,391,391	3,832,584	\$153,913,910
Total:	230,916,030	57,500,000	\$2,309,160,300

- (1) The Warrants were issued to the Investment Vehicles pursuant to the terms of the Cornerstone Agreement (defined below) and no consideration was paid by the Investment Vehicles for the Warrants.
- (2) The shares of Common Stock and Warrants are held directly by Brookfield US Retail Holdings LLC (“BUSRH”). Pursuant to the BRH IV-B Agreement and BRH IV-C Agreement, as applicable, the applicable Investment Vehicle shares investment and voting power (but not with Brookfield US Retail Holdings LLC) over the shares of Common Stock and Warrants held directly by Brookfield US Retail Holdings LLC. See Item 6.

On November 16, 2010, another wholly owned subsidiary of CIC acquired 128,356 shares of Common Stock (the “Additional Shares”) for an aggregate amount equal to \$1,894,444.05. Therefore, CIC may be deemed to share beneficial ownership of such securities.

Funds for the purchase of the Additional Shares were provided by CIC from its working capital.

#### Item 4. Purpose of the Transaction

##### Overview

On April 16, 2009 and April 22, 2009, General Growth Properties, Inc. (“GGP”), predecessor to the Company, and certain of its subsidiaries filed voluntary petitions for relief (the “Chapter 11 Cases”) in the Bankruptcy Court for the

Southern District of New York (the “Bankruptcy Court”) under Chapter 11 of title 11 of the United States Code. On August 27, 2010, GGP filed with the Bankruptcy Court the third amended and restated joint Chapter 11 plan of reorganization of the Debtors (as supplemented on September 30, 2010, the “Plan”) and the related disclosure statement for the debtors remaining in the Chapter 11 Cases (the “Debtors”). On October 21, 2010, the Bankruptcy Court confirmed the Plan and on November 9, 2010 (the “Closing Date”), the Plan became effective and GGP and the other Debtors emerged from bankruptcy. The Plan sets forth the structure of GGP and the other Debtors following the Closing Date.

#### Cornerstone Investment Agreement

GGP and BRH entered into a Cornerstone Investment Agreement on March 31, 2010 (as amended and restated from time to time, the “Cornerstone Agreement”) providing for, among other things, the purchase and sale of shares of common stock in GGP or the Company in connection with the emergence of GGP and the other Debtors from bankruptcy. The Cornerstone Investment Agreement was amended and restated on August 2, 2010 and on November 9, 2010. In accordance with the Plan and pursuant to the terms of the Cornerstone Investment Agreement, on the Closing Date GGP was restructured and, among other things, shares of common stock of GGP were exchanged for shares of Common Stock of the Company, as successor to GGP. On the Closing Date, (a) the Investment Vehicles purchased an aggregate of 230,916,030 shares of Common Stock at a purchase price of \$10.00 per share and (b) the Investment Vehicles were issued an aggregate of 57,500,000 warrants to purchase shares of Common Stock.

The Cornerstone Agreement further provides that the board of directors of the Company will have nine members, three of whom are designated by BRH (the “BRH Board Designees”). BRH’s right to designate the BRH Board Designees will continue so long as Brookfield Asset Management Inc. (“Brookfield”), a corporation formed under the laws of the Province of Ontario, or any affiliate thereof, or any persons or entities controlled by Brookfield and/or for which Brookfield or a controlled affiliate acts as a general partner, managing member or the equivalent thereof, including the Investment Vehicles (such persons or entities, which includes Brookfield and the Investment Vehicles, the “Brookfield Consortium Members”) beneficially own in the aggregate at least 20% of the Common Stock on a fully diluted basis, with such right reducing to (a) the designation of two directors if the Brookfield Consortium Members beneficially own in the aggregate between 15% and 20% of the Common Stock on a fully diluted basis, (b) the designation of one director if the Brookfield Consortium Members beneficially own in the aggregate between 10% and 15% of the Common Stock on a fully diluted basis and (c) no right to designate a director if the Brookfield Consortium Members beneficially own in the aggregate less than 10% of the Common Stock on a fully diluted basis. In addition, the Cornerstone Agreement provides that following the Closing Date, for so long as the Brookfield Consortium Members beneficially own in the aggregate at least 5% of the outstanding Common Stock of the Company on a fully diluted basis, BRH has a right (the “Pre-emptive Right”), in connection with offerings of Common Stock by the Company, to purchase up to such number of shares of Common Stock from the Company as is necessary to allow the Brookfield Consortium Members collectively to maintain their proportionate ownership interest in the Company on a fully diluted basis. BRH can also designate other Brookfield Consortium Members to exercise such Pre-emptive Right.

The summary contained herein of the Cornerstone Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the Cornerstone Agreement, a copy of which is filed as Exhibit 1 hereto and which is incorporated herein by reference.

#### Warrant Agreement

As described above, on the Closing Date the Investment Vehicles received an aggregate of 57,500,000 warrants (“Warrants”), each of which entitles the holder to purchase one share of Common Stock at an initial exercise price of \$10.75 per share, subject to adjustments as provided in the warrant agreement, dated as of November 9, 2010, by and among Mellon Investor Services LLC, as warrant agent, and the Company (the “Warrant Agreement”). Each Warrant has a term of seven years from the date of issuance. The Warrants (i) are subject to certain adjustments in connection

with dividends and certain other events and (ii) provide each holder with a cash redemption right at a Black-Scholes-based formula value upon certain change in control events.

The summary contained herein of the Warrant Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the Warrant Agreement, a copy of which is filed as Exhibit 2 hereto and which is incorporated herein by reference.

#### Transfer Restrictions

Pursuant to the terms of the Plan and the Cornerstone Agreement, the Investment Vehicles are subject to restrictions, with certain exceptions, on their ability to sell, transfer or dispose of their shares of Common Stock and Warrants for 18 months following the Closing Date (the “lock-up period”). In the first six months of the lock-up period, the Investment Vehicles may not sell, transfer or dispose of any shares of Common Stock or Warrants. In the second six months of the lock-up period, the Investment Vehicles may sell, transfer or dispose of up to an aggregate of 8.25% of the shares of Common Stock held by them and up to an aggregate of 8.25% of their Warrants. In the final six months of the lock-up period, the Investment Vehicles may sell, transfer or dispose of up to an aggregate of 16.5% of the shares of Common Stock held by them and up to an aggregate of 16.5% of their Warrants (in each case including any shares transferred or sold during the second six months of the lock-up period). After 18 months following the Closing Date, the Investment Vehicles will not be restricted from any transfer of their shares of Common Stock or the Warrants. Pursuant to the Operating Agreement of BRH III and the Stable Letter Agreement, the right to sell the specified amounts of Common Stock or Warrants during the second and third six months of the lock-up period is allocated to Stable and its affiliates.

#### Registration Rights Agreement

Pursuant to the terms of the Cornerstone Agreement, the Company entered into a registration rights agreement (the “Registration Rights Agreement”) with the Investment Vehicles directly holding shares of Common Stock or Warrants and BUSRH (with respect to the securities held by BUSRH on behalf of BRH IV-B and BRH IV-C) on November 9, 2010, with respect to the Common Stock and Warrants issued to or held by the Investment Vehicles and BUSRH, as applicable. The Registration Rights Agreement provides for (i) unlimited demand registrations, provided that (a) the Company is not obligated to undertake more than one underwritten offering requested by the Investment Vehicles in any 12-month period during the first three years following the Closing Date or more than two underwritten offerings requested by the Investment Vehicles in any 12-month period thereafter and (b) in any 12-month period during the term of the Registration Rights Agreement, the Company is not obligated to undertake more than three underwritten offerings in the aggregate requested by (x) the Investment Vehicles, (y) the holders of registration rights pursuant to the registration rights agreement, dated as of the Closing Date, by and among The Fairholme Fund, a series of Fairholme Funds, Inc. a Maryland corporation, and Fairholme Focused Income Fund, a series of Fairholme Funds, Inc., a Maryland corporation, as amended from time to time, and (z) the holders of registration rights pursuant to the registration rights agreement, dated as of the Closing Date, by and among the Company, Pershing Square Capital Management, L.P., on behalf of Pershing Square, L.P., a Delaware limited partnership, Pershing Square II, L.P., a Delaware limited partnership, Pershing Square International, Ltd., a Cayman Islands exempted company, Pershing Square International V, Ltd., a Cayman Islands exempted company, and Blackstone Real Estate Partners VI L.P., a Delaware limited partnership, and certain of its affiliates, as amended from time to time, and (ii) piggyback registration rights. In addition, the Company is required to use reasonable best efforts to keep the shelf registration statement contemplated by the Cornerstone Agreement continuously effective for use by the Investment Vehicles so long as there remain any registrable securities outstanding under Registration Rights Agreement.

The summary contained herein of the Registration Rights Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, a copy of which is filed as Exhibit 3 hereto and which is incorporated herein by reference.

## Standstill Agreement

Pursuant to the terms of the Cornerstone Agreement, the Investment Vehicles entered into a Standstill Agreement (the “Standstill Agreement”) with the Company with respect to, among other things, (a) the size of, the minimum number of independent directors on, and the composition of the nominating committee of, the Company’s board of directors, (b) voting for directors and certain other matters, (c) required approvals for (i) certain change in control transactions and related-party transactions involving the Investment Vehicles and (ii) the Investment Vehicles to increase their percentage ownership in the Company above an agreed cap, and (d) transfers of shares of Common Stock of the Company by the Investment Vehicles. Specifically, the Standstill Agreement provides that so long as the Investment Vehicles beneficially own more than 10% of the outstanding shares of Common Stock, the Investment Vehicles will not take any action inconsistent with: the Company’s board of directors having a majority of independent directors, the nominating committee consisting of a majority of members not affiliated with or nominated by the Investment Vehicles and the Company’s board of directors having nine members not to be increased or reduced, unless approved by 75% of the members of the Company’s board of directors. With respect to voting, the Standstill Agreement provides that (a) in connection with a vote for the election of directors, the Investment Vehicles may vote all shares held by them for the BRH Board Designees and may otherwise vote as they wish, except that any shares voted by them in excess of 10% of the outstanding shares of Common Stock must be voted in proportion to the votes of other stockholders (excluding (x) BRH and the Brookfield Consortium Members, (y) Pershing Square Capital Management, L.P., on behalf of Pershing Square, L.P., a Delaware limited partnership, Pershing Square II, L.P., a Delaware limited partnership, Pershing Square International, Ltd., a Cayman Islands exempted company, Pershing Square International V, Ltd., a Cayman Islands exempted company (collectively, the “Pershing Investors”), and (z) the The Fairholme Fund, a series of Fairholme Funds, Inc. a Maryland corporation (the “Fairholme Investor”) and (b) in connection with any other matter being voted on at a stockholder meeting or in a consent solicitation, if the Company’s board of directors recommends that stockholders approve the matter, the Investment Vehicles may vote against or in favor of such transaction in their sole and absolute discretion, and, if the Company’s board of directors recommends that the stockholders not approve the matter, the Investment Vehicles may vote (x) in favor of the transaction, provided that if the Investment Vehicles own more than 30% of the Common Stock on a fully diluted basis, the Investment Vehicles must vote their shares in excess of such 30% threshold in proportion to votes cast by other stockholders (excluding the Brookfield Consortium Members, the Pershing Investors and the Fairholme Investor) or (y) against the transaction. In addition, (a) transactions between the Company or any subsidiary of the Company, on the one hand, and any Brookfield Consortium Member, on the other hand, and, (b) with respect to a purchase or sale of Common Stock by BRH and the Brookfield Consortium Members, any waiver of any limitation or restriction with respect to such purchase or sale of Common Stock in the Company’s certificate of incorporation or in another agreement, in each case, require approval of a majority of disinterested directors. Pursuant to the terms of the Standstill Agreement, subject to certain exceptions, the Investment Vehicles may not acquire beneficial ownership of, or an economic interest in, Common Stock representing more than 45% of the outstanding Common Stock unless approved by a majority of independent directors of the Company’s board, and the Investment Vehicles may not sell or otherwise transfer shares of Common Stock if the transferee would beneficially own more than 10% of the shares of Common Stock then outstanding, except for transfers (a) to affiliates or third-parties that agree to ownership and voting restrictions, (b) in registered offerings that are widely distributed, (c) pursuant to Rule 144, (d) pursuant to mergers or other transactions approved by the Company’s board of directors and a majority of all stockholders of the Company and (e) pursuant to tender offers in which all other stockholders are allowed to sell on the same terms.

The Standstill Agreement will terminate (a) upon mutual agreement, if approved by a majority of the disinterested directors, (b) if stockholders other than the Investment Vehicles or the Pershing Investor or the Fairholme Investor own more than 70% of shares of Common Stock then outstanding and the Investment Vehicles own less than 15% of the shares of Common Stock then outstanding, (c) if the Investment Vehicles own less than 10% of the shares of Common Stock then outstanding, (d) upon a change of control not involving the Investment Vehicles, or (e) upon the sale of all or substantially all of the assets or voting securities of the Company.

The summary contained herein of the Standstill Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the Standstill Agreement, a copy of which is filed as Exhibit 4 hereto and which is incorporated herein by reference.

### Operating Agreements

The shares of Common Stock and Warrants reported herein are directly held by the Investment Vehicles or, in the case of BRH IV-B and BRH IV-C, by BUSRH, a Delaware limited liability company as nominee for such Investment Vehicles pursuant to the agreement, dated October 25, 2010, by and among BRH IV-B, Brookfield, and BUSRH, and the agreement, dated October 25, 2010, by and among BRH IV-C, Brookfield, and BUSRH, respectively. Each Investment Vehicle is governed by a substantially similar limited liability company agreement or limited partnership agreement in the form attached as an exhibit hereto (collectively, the “Operating Agreements”).

BAM Canada acts as managing member or general partner, as applicable, of each of the Investment Vehicles. As managing member or general partner, BAM Canada will have the primary role in structuring and monitoring the investment in the Company, as well as strategy related to the shares of Common Stock, Warrants and other securities directly held by the Investment Vehicles, subject to the approval of Tier One Actions as described below. In addition, BAM Canada will be empowered to take any and all actions incident to the conduct of the Investment Vehicle’s business, which is making investments in the Company, subject to the approval of Tier One Actions as described below. Additionally, the Operating Agreements provide that an Investment Vehicle will be designated as a “Tier One Parallel Investment Vehicle” if such Investment Vehicle includes a member (or a group of affiliated members) which owns 10% or more of the aggregate interests of all of the Investment Vehicles. Each Tier One Parallel Investment Vehicle will be governed by a separate board of directors (as applicable to each Tier One Parallel Investment Vehicle, the “Board”) comprised of representatives appointed by each member of such Tier One Parallel Investment Vehicle that owns 10% or more of the aggregate interests of all of the Investment Vehicles. Each Investment Vehicle which is not a Tier One Parallel Investment Vehicle will have a board comprised of representatives appointed by BAM Canada.

Pursuant to the terms of each Operating Agreement, the members of each Investment Vehicle agreed, among other things, (i) to use such Investment Vehicle’s voting power and other rights to nominate and elect one or more directors to the board of directors of the Company, with such nominee(s) being approved or, subject to the cooperation or consent of the Company where required, removed by a super-majority vote of the Investment Vehicles (i.e., 66 2/3% of the aggregate ownership interests held by all Investment Vehicles), subject to the following: (x) so long as Brookfield or an affiliate thereof is the managing member or general partner, as applicable of the Investment Vehicles, Brookfield (or an affiliate thereof, other than an Investment Vehicle) shall have the right to appoint the first nominee (and any replacement nominee); (y) the second nominee shall be selected from a list of candidates identified by any Investment Vehicle other than Brookfield (or any affiliate thereof, other than an Investment Vehicle, or any person or account the interest of which is managed by Brookfield or an affiliate thereof other than an Investment Vehicle, on a discretionary basis); and (z) each additional nominee shall be selected from a list of candidates identified by Brookfield (or an affiliate thereof, other than an Investment Vehicle) and any other Investment Vehicle, (ii) to provide other members of the Investment Vehicle with “tag-along” rights to the extent that any member receives and intends to accept a bona fide offer to transfer interests in the Investment Vehicle, (iii) subject to the provisions of the Voting Agreement (defined below), to provide for the pro rata exercise by each Investment Vehicle of, the Pre-emptive Rights (as defined above) to purchase shares of Common Stock or other securities of the Company or to establish one or more vehicles to exercise such Pre-emptive Rights, and (iv) to provide for a liquidation of the Investment Vehicle (and disposition or distribution of the shares of Common Stock, the Warrants and other assets held by such Investment Vehicle) upon the occurrence of certain specified events, including the removal of BAM Canada as the managing member or general partner, as applicable, or a vote of a specified percentage of interests in such Investment Vehicle. Pursuant to the terms of each Operating Agreement, Brookfield (US) Investments Ltd., a Bermuda limited company and a wholly-owned subsidiary of Brookfield, holds a carried interest in BRH II, BRH III, BRH IV-A, BRH IV-B, BRH IV-C and BRH IV-D. In addition, the Operating Agreements provide for, following the third anniversary of the Closing Date, (i) a sale of Common Stock and Warrants held by the applicable Investment Vehicle upon the

recommendation by BAM Canada that such securities be sold and (ii) the right of members of the Investment Vehicle to offer to sell their interests in the Investment Vehicle to other members, or, if no other members elect to purchase such interests, the right to cause the sale of the shares of Common Stock and Warrants relating to such member's interest in the Investment Vehicle and the distribution of the proceeds from such sales to such requesting member, in exchange for its membership interest in the Investment Vehicle.

Stable and Best hold a collective 99.499848% percentage ownership interest in BRH III. Because such interest represents more than 10% of the aggregate interests of all of the Investment Vehicles, BRH III is deemed to be a Tier One Parallel Investment Vehicle, which is governed by the Board, and Stable and Best have a right to appoint the members of such Board (as well as any replacement members).

The summary contained herein of the Operating Agreements is not intended to be complete and is qualified in its entirety by reference to the full text of the form of limited liability company agreement for each Investment Vehicle that is a limited liability company, a copy of which is filed as Exhibit 5 hereto and which is incorporated herein by reference, and the form of limited partnership agreement for each Investment Vehicle that is a limited partnership, a copy of which is filed as Exhibit 6 hereto and which is incorporated herein by reference.

#### Voting Agreement

In connection with the transactions described herein, and pursuant to the terms of the applicable Operating Agreement, each of the Investment Vehicles entered into a Voting Agreement, dated as of October 25, 2010 (the "Voting Agreement"), pursuant to which each Investment Vehicle agreed not to take certain actions unless the consent of a specified percentage of the interests of the Tier One Parallel Investment Vehicles is obtained. Pursuant to the terms of the Voting Agreement, certain actions (including but not limited to (i) any matter that the Investment Vehicles, in their capacity as stockholders of the Company, are entitled to vote upon, (ii) subject to applicable fiduciary duties, certain matters upon which directors of the Company are entitled to vote, and (iii) dispositions of material assets of the Investment Vehicles) ("Tier One Actions") with respect to the securities of the Company will require either a "majority vote" of the Tier One Parallel Investment Vehicles (i.e., more than 50% of the aggregate ownership interests held by all Tier One Parallel Investment Vehicles), a "super-majority vote" of the Tier One Parallel Investment Vehicles (i.e., 66 2/3% of the aggregate ownership interests held by all Tier One Parallel Investment Vehicles), or a "hyper-majority vote" of the Tier One Parallel Investment Vehicles (i.e., 86% of the aggregate ownership interests held by all Tier One Parallel Investment Vehicles). For any Tier One Action, the Board will instruct BAM Canada, as the Managing Member of each Tier One Parallel Investment Vehicle, how to vote such Tier One Parallel Investment Vehicle's interest. Under the respective Operating Agreements, each Tier One Parallel Investment Vehicle has agreed to act in accordance with the result of the majority vote, super-majority vote, or hyper-majority vote, as applicable, with respect to each Tier One Action which is presented to the Tier One Parallel Investment Vehicles in accordance with the Voting Agreement.

Stable and Best hold a collective 99.499848% percentage ownership interest in BRH III. Because such interest represents more than 10% of the aggregate interests of all of the Investment Vehicles, BRH III is deemed to be a Tier One Parallel Investment Vehicle, and Stable and Best, collectively, have a right to appoint the members of the Board of BRH III (as well as any replacement members). Because BRH III owns more than 14% of the of the aggregate ownership interests held by all Tier One Parallel Investment Vehicles, no Tier One Action that requires a "hyper-majority vote" (including voting decisions and material dispositions of Common Stock by the Investment Vehicles) may be taken by any of the Investment Vehicles without the affirmative vote of BRH III as instructed by the Board of BRH III in accordance with the Operating Agreements and the Voting Agreement. As a result, the Reporting Persons may be deemed to have shared beneficial ownership over the securities owned by the Investment Vehicles.

The summary contained herein of the Voting Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the Voting Agreement, a copy of which is filed as Exhibit 7 hereto and which is

incorporated herein by reference.

#### Additional Shares

On November 16, 2010, the Additional Shares were acquired for investment purposes.

\* \* \* \* \*

Except as set forth herein, or as would occur upon completion of any of the matters discussed herein, the Reporting Persons have no present plan or proposal that would relate to or result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D, although the Reporting Persons reserve the right to develop such plans or proposals.

#### Item 5. Interest in Securities of the Issuer

(a)-(b) As of the close of business on November 19, 2010, the Investment Vehicles directly held and beneficially owned the shares of Common Stock and Warrants indicated on the following table. Each of the Investment Vehicles shares voting and investment power as indicated in the paragraphs below the table. All calculations of percentages of beneficial ownership in this Item 5 and elsewhere in this Schedule 13D are based on the 961,402,591 shares of Common Stock reported by the Company as expected to be outstanding as of November 9, 2010 following the consummation of the transactions contemplated by the Plan in its Amendment No. 5 to Form S-11 filed by the Company with the Securities and Exchange Commission on November 15, 2010 plus, where such beneficial ownership includes Warrants, such number of shares of Common Stock issuable upon exercise of the Warrants included in any such beneficial ownership calculation.

Investment Vehicle	Common Stock	Warrants	Beneficial Ownership
BRH	75,156,748	18,714,651	9.58%
Brookfield Retail Holdings II LLC	51,572,627	12,842,010	6.61%
BRH III	59,156,823	14,730,538	7.57%
Brookfield Retail Holdings IV-A LLC	6,839,615	1,703,121	0.89%
BRH IV-B (1)	13,651,644	3,399,372	1.77%
BRH IV-C (1)	4,573,591	1,138,862	0.59%
Brookfield Retail Holdings IV-D LLC	4,573,591	1,138,862	0.59%
Brookfield Retail Holdings V LP	15,391,391	3,832,584	1.99%
Total:	230,916,030	57,500,000	28.31%

(1) The shares of Common Stock and Warrants are held directly by Brookfield US Retail Holdings LLC. Pursuant to the BRH IV-B Agreement and BRH IV-C Agreement, as applicable, the applicable Investment Vehicle shares investment and voting power (but not with Brookfield US Retail Holdings LLC) over the shares of Common Stock and Warrants held directly by Brookfield US Retail Holdings LLC.

None of the Reporting Persons has sole voting or investment power with respect to any shares of Common Stock or Warrants.

By virtue of (i) the ability of Stable and Best under the Operating Agreement of BRH III to appoint and remove the members of the board of directors of BRH III and (ii) the ability of the board of directors of BRH III, which owns more than more than 14% of the of the aggregate ownership interests held by all Tier One Parallel Investment Vehicles, to direct BAM Canada on behalf of BRH III to veto any action requiring a hyper-majority vote under the



Voting Agreement (including voting decisions and material dispositions of Common Stock by the Investment Vehicles), Stable and Best may be deemed to share beneficial ownership of the Common Stock and Warrants held by each of the Investment Vehicles with the Other Filers (as defined below). By virtue of CIC being the parent of both Stable and Best, CIC may be deemed to share beneficial ownership of the Common Stock and Warrants held by each of the Investment Vehicles. Additionally, by virtue of the various agreements and arrangements described in this Schedule 13D, the Reporting Persons may be deemed to be members of a “group” with the Investment Vehicles and Brookfield Asset Management Inc., Trilon Bancorp Inc., Brookfield Asset Management Private Institutional Capital Adviser (Canada) LP, Brookfield Private Funds Holdings Inc., Brookfield Retail Split LP, Brookfield US Holdings Inc., Brookfield US Corporation, Brookfield REP GP Inc., and Future Fund Board of Guardians (collectively, the “Other Filers”) with respect to the shares of Common Stock and Warrants held by the Investment Vehicles as well as any other shares of Common Stock beneficially owned by such Other Filers. None of the Investment Vehicles or the Other Filers is a Reporting Person on this Schedule 13D, and any obligations any of them may have under Section 13(d) of the Act would have to be satisfied on one or more separate filings. Each Reporting Person expressly disclaims, to the extent permitted by applicable law, beneficial ownership of the shares reported herein as well as any other shares of Common Stock beneficially owned by the Other Filers.

As of the close of business on November 19, 2010, CIC indirectly, through a wholly owned subsidiary (other than Stable and Best) held and beneficially owned 128,356 shares of Common Stock. CIC may be deemed to share beneficial ownership of the Additional Shares. Taking into account CIC’s beneficial ownership in the Common Stock and Warrants held by the Investment Vehicles and the Additional Shares, CIC’s beneficial ownership represents 28.3% of the outstanding Common Stock of the Company.

(c) Other than the purchase of the shares of Common Stock and the acquisition of Warrants described in Item 4, none of the Reporting Persons, nor to their knowledge, any of the Scheduled Persons, has effected any transaction in Common Stock during the past sixty (60) days.

(d) As described in Item 4, pursuant to the terms of the Operating Agreements, Brookfield (US) Investments Ltd., a Bermuda limited company and a wholly-owned subsidiary of Brookfield, holds a Class B interest in BRH II, BRH III, BRH IV-A, BRH IV-B, BRH IV-C and BRH IV-D,, which entitles Brookfield (US) Investments Ltd. to receive a portion (up to 20%) of the aggregate investment proceeds distributed to non-managing members or limited partners, as applicable, of such Investment Vehicles.

(e) Not applicable.

#### Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 4 and Item 5 of this statement on Schedule 13D are incorporated herein by reference.

Pursuant to Rule 13d-1(k) promulgated under the Act, the Reporting Persons have entered into an agreement on November 19, 2010, with respect to the joint filing of this Schedule 13D and any amendment or amendments hereto (the “Joint Filing Agreement”). The Joint Filing Agreement is attached hereto as Exhibit 9.

On October 25, 2010, Stable entered into and delivered a letter agreement (the “Stable Letter Agreement”) in connection with its purchase of a limited liability company interest in BRH III, and the entering into of the Operating Agreement of BRH III and the subscription agreement related thereto. The Stable Letter Agreement establishes certain aspects of the relationship between BAM Canada and Stable in connection with BAM Canada’s responsibilities as the managing member of BRH III. Among other things, the Stable Letter Agreement includes provisions (x) permitting the acquisition by Stable and Best (or their subsidiaries) of up to 3% of the outstanding shares of Common Stock outside of the Investment Vehicles (provided that (i) Stable or Best, as applicable, notifies BAM Canada of such transactions and (ii) such shares are voted in the same manner and in conformance with how BRH III votes its shares of Common Stock) and (y) relating to transfers of interests, capital calls and commitments, carried interest and other amounts

payable to the managing member of BRH III, and additional tax matters arrangements between BAM Canada and Stable and Best.

The summary contained herein of the Stable Letter Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of such agreement, a copy of which are filed as Exhibit 8 hereto and which is incorporated herein by reference.

Except as referenced above or as described in Item 4 hereof, there are no contracts, arrangements, understandings or relationships among the persons named in Item 2 or between such persons and any other person with respect to any securities of the Company.

Item 7. Material To Be Filed as Exhibits

1 Exhibit Amended and Restated Cornerstone Investment Agreement, effective as of March 31, 2010, by and between Brookfield Retail Holdings LLC (formerly REP Investments LLC) and General Growth Properties, Inc. (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by General Growth Properties, Inc. on November 12, 2010).

2 Exhibit Warrant Agreement, dated as of November 9, 2010, by and among Mellon Investor Services LLC, as warrant agent, and General Growth Properties, Inc (incorporated herein by reference to Exhibit 4.1 of the Current Report on Form 8-K filed by General Growth Properties, Inc. on November 12, 2010).

3 Exhibit Registration Rights Agreement, dated as of November 9, 2010, by and among Brookfield Retail Holdings LLC, Brookfield Retail Holdings II LLC, Brookfield Retail Holdings III LLC, Brookfield Retail Holdings IV-A LLC, Brookfield US Retail Holdings LLC, Brookfield Retail Holdings IV-D LLC, Brookfield Retail Holdings V LP and General Growth Properties, Inc (incorporated herein by reference to Exhibit 10.7 of the Current Report on Form 8-K filed by General Growth Properties, Inc. on November 12, 2010).

4 Exhibit Standstill Agreement, dated as of November 9, 2010, by and among Brookfield Retail Holdings LLC, Brookfield Retail Holdings II LLC, Brookfield Retail Holdings III LLC, Brookfield Retail Holdings IV-A LLC, Brookfield Retail Holdings IV-B LLC, Brookfield Retail Holdings IV-C LLC, Brookfield Retail Holdings IV-D LLC, Brookfield Retail Holdings V LP and General Growth Properties, Inc (incorporated herein by reference to Exhibit 10.4 of the Current Report on Form 8-K filed by General Growth Properties, Inc. on November 12, 2010).

5 Exhibit Form of Limited Liability Company Agreement, (incorporated herein by reference to Exhibit 5 to the Schedule 13D filed by Brookfield Asset Management Inc., Trilon Bancorp Inc., Brookfield Private Funds Holdings Inc., Brookfield Asset Management Private Institutional Capital Adviser (Canada) LP, Brookfield US Holdings Inc., Brookfield US Corporation, Brookfield REP GP Inc., Brookfield Retail Split LP, Brookfield Retail Holdings LLC, Brookfield Retail Holdings II LLC, Brookfield Retail Holdings III LLC, Brookfield Retail Holdings IV-A LLC, Brookfield Retail Holdings IV-B LLC, Brookfield Retail Holdings IV-C LLC, Brookfield Retail Holdings IV-D LLC and Brookfield Retail Holdings V LP on November 19, 2010).

6 Exhibit Form of Limited Partnership Agreement (incorporated herein by reference to Exhibit 6 to the Schedule 13D filed by Brookfield Asset Management Inc., Trilon Bancorp Inc., Brookfield Private Funds Holdings Inc., Brookfield Asset Management Private Institutional Capital Adviser (Canada) LP, Brookfield US Holdings Inc., Brookfield US Corporation, Brookfield REP GP Inc., Brookfield Retail Split LP, Brookfield Retail Holdings LLC, Brookfield Retail Holdings II LLC, Brookfield Retail Holdings III LLC, Brookfield Retail Holdings IV-A LLC, Brookfield Retail Holdings IV-B LLC, Brookfield Retail Holdings IV-C LLC, Brookfield Retail Holdings IV-D LLC and Brookfield Retail Holdings V LP on November 19, 2010).

7 Exhibit Voting Agreement, dated as of October 25, 2010, by and among Brookfield Retail Holdings LLC, Brookfield Retail Holdings II LLC, Brookfield Retail Holdings III LLC, Brookfield Retail Holdings IV-A LLC, Brookfield Retail Holdings IV-B LLC, Brookfield Retail Holdings IV-C LLC, Brookfield Retail Holdings IV-D LLC and Brookfield Retail Holdings V LP (incorporated herein by reference to Exhibit 7 to the Schedule 13D filed by Brookfield Asset Management Inc., Trilon Bancorp Inc., Brookfield Private Funds Holdings Inc., Brookfield Asset Management Private Institutional Capital Adviser (Canada) LP, Brookfield US Holdings Inc., Brookfield US Corporation, Brookfield REP GP Inc., Brookfield Retail Split LP, Brookfield Retail Holdings LLC, Brookfield Retail Holdings II LLC, Brookfield Retail Holdings III LLC, Brookfield Retail Holdings IV-A LLC, Brookfield Retail Holdings IV-B LLC, Brookfield Retail Holdings IV-C LLC, Brookfield Retail Holdings IV-D LLC and Brookfield Retail Holdings V LP on November 19, 2010).

8 Exhibit Amended and Restated Letter Agreement, dated as of October 25, 2010, by and between the Stable Investment Corporation and Brookfield Retail Holdings III LLC (incorporated herein by reference to Exhibit 9 to the Schedule 13D filed by Brookfield Asset Management Inc., Trilon Bancorp Inc., Brookfield Private Funds Holdings Inc., Brookfield Asset Management Private Institutional Capital Adviser (Canada) LP, Brookfield US Holdings Inc., Brookfield US Corporation, Brookfield REP GP Inc., Brookfield Retail Split LP, Brookfield Retail Holdings LLC, Brookfield Retail Holdings II LLC, Brookfield Retail Holdings III LLC, Brookfield Retail Holdings IV-A LLC, Brookfield Retail Holdings IV-B LLC, Brookfield Retail Holdings IV-C LLC, Brookfield Retail Holdings IV-D LLC and Brookfield Retail Holdings V LP on November 19, 2010).

9 Exhibit Joint Filing Agreement, dated as of November 19, 2010, by and among China Investment Corporation, Stable Investment Corporation, and Best Investment Corporation.

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SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: November 19, 2010

CHINA INVESTMENT CORPORATION

By: /s/ Lou Jiwei  
Name: Lou Jiwei  
Title: Chairman and Chief  
Executive Officer

Dated: November 19, 2010

STABLE INVESTMENT CORPORATION

By: /s/ Gao Xiqing  
Name: Gao Xiqing  
Title: Executive Director

Dated: November 19, 2010

BEST INVESTMENT CORPORATION

By: /s/ Gao Xiqing  
Name: Gao Xiqing  
Title: Executive Director

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EXHIBIT 9

JOINT FILING AGREEMENT

THIS JOINT FILING AGREEMENT is entered into as of November 19, 2010, by and among the parties hereto. The undersigned hereby agree that the Statement on Schedule 13D with respect to the common stock, \$0.01 par value per share (the "Common Stock"), of General Growth Properties, Inc., a Delaware corporation, and any amendment thereafter signed by each of the undersigned shall be (unless otherwise determined by the undersigned) filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: November 19, 2010

CHINA INVESTMENT CORPORATION

By: /s/ Lou Jiwei  
Name: Lou Jiwei  
Title: Chairman and Chief  
Executive Officer

Dated: November 19, 2010

STABLE INVESTMENT CORPORATION

By: /s/ Gao Xiqing  
Name: Gao Xiqing  
Title: Executive Director

Dated: November 19, 2010

BEST INVESTMENT CORPORATION

By: /s/ Gao Xiqing  
Name: Gao Xiqing  
Title: Executive Director

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## SCHEDULE I

## Directors and Executive Officers of China Investment Corporation

The following table sets forth the name, position with China Investment Corporation and present principal occupation of each director and executive officer of China Investment Corporation. Unless otherwise indicated below, the business address of each such person is New Poly Plaza, No. 1 Chaoyangmen Beidajie, Dongcheng District, Beijing, 100010, People's Republic of China, and each such person is a citizen of the People's Republic of China.

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Lou Jiwei Chairman and Chief Executive Officer		Chairman and Chief Executive Officer of CIC	
Gao Xiqing Vice Chairman, President and Chief Investment Officer		Vice Chairman, President and Chief Investment Officer of CIC	
Zhang Hongli Executive Director, Executive Vice President and Chief Operating Officer		Executive Director, Executive Vice President and Chief Operating Officer of CIC	
Zhang Xiaoqiang Non-Executive Director	38 South Yuetan Street, Xicheng District, Beijing, China	Vice Chairman of the National Development and Reform Commission of the People's Republic of China	
Li Yong Non-Executive Director	3 Sanlihe Nansanxiang, Xicheng District, Beijing, China	Vice Minister of Finance of the People's Republic of China	
Fu Ziyang Non-Executive Director	2 East Chang'an Street, Beijing, China	Vice Minister at the Ministry of Commerce of the People's Republic of China	
Liu Shiyu Non-Executive Director	32 Chengfang Street, Xicheng District, Beijing, China	Vice Governor of the People's Bank of China	
Hu Xiaolian Non-Executive Director	32 Chengfang Street, Xicheng District, Beijing, China	Vice Governor of the People's Bank of China	
Liu Zhongli Independent Director	3 Sanlihe Nansanxiang, Xicheng District, Beijing, China	Chair of the Chinese Institute of Certified Public Accountants	
Wang Chunzheng Independent Director	No.22, Xianmen Street, Xicheng District, Beijing, China	Executive Vice Chairman of China Center for International	

Li Xin Employee Director	Economic Exchanges Employee Director and Head of Human Resource Department of CIC
Jin Liqun Chairman of Board of Supervisors	Chairman of Board of Supervisors of CIC
Xie Ping Executive Vice President & Deputy CIO	Executive Vice President & Deputy CIO of CIC
Wang Jianxi Executive Vice President and Chief Risk Officer	Executive Vice President and Chief Risk Officer of CIC
Liang Xiang Counselor & Member of the Executive Committee	Counselor & Member of the Executive Committee of CIC
Peng Chun Executive Vice President	Executive Vice President
Fan Yifei Executive Vice President & Deputy COO	Executive Vice President & Deputy COO

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SCHEDULE II

Directors and Executive Officers of Stable Investment Corporation

The following table sets forth the name, position with Stable Investment Corporation and present principal occupation of each director and executive officer of Stable Investment Corporation.

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Gao Xiqing, Executive Director	New Poly Plaza, No. 1 Chaoyangmen Beidajie, Dongcheng District, Beijing, 100010	Vice Chairman, President and Chief Investment Officer of China Investment Corporation	People's Republic of China



SCHEDULE III

Directors and Executive Officers of Best Investment Corporation

The following table sets forth the name, position with Best Investment Corporation and present principal occupation of each director and executive officer of Best Investment Corporation.

Name and Position of Officer or Director	Principal Business Address	Principal Occupation or Employment	Citizenship
Gao Xiqing Executive Director	New Poly Plaza, No. 1 Chaoyangmen Beidajie, Dongcheng District, Beijing, 100010	Vice Chairman, President and Chief Investment Officer of China Investment Corporation	People's Republic of China