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CHINA PROPERTIES INVESTMENT HOLDINGS LIMITED

中國置業投資控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 736)

ANNOUNCEMENT SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING IN RELATION TO A POSSIBLE ACQUISITION

Reference is made to the announcement (the “**Announcement**”) of the Company dated 22 June 2010 in relation to the MOU regarding the Possible Acquisition. Unless otherwise defined herein, capitalised words and expression shall have the same meaning as in the Announcement.

On 20 September 2010 (after trading hours), the Company, the Vendors, the BVI Cos and the Ultimate Beneficial Owners entered into a supplemental memorandum of understanding (the “**SMOU**”) pursuant to which the parties agreed that the terms of the MOU should be amended in the following manner.

SHAREHOLDINGS IN THE TARGET COMPANY

The BVI Cos (i) would each become a party of the MOU as if each was one of parties as “Vendors” in the MOU, and (ii) would each be bound by the terms of the MOU that have legally binding effect as if each of the BVI Cos was one of the parties as the “Vendors” in the MOU. Subject to agreement by the Company, the BVI Cos and the Ultimate Beneficial Owners, the BVI Cos may further transfer all of their legal and beneficial interests in the Target Company to a company to be established in the British Virgin Islands after the signing of the SMOU.

THE PURCHASE PRICE

A refundable cash deposit (the “**Deposit**”) in an aggregate amount of up to US\$150 million, shall be paid by the Company to each of the BVI Cos or their nominees (“**Nominees**”) in proportion to their respective ultimate beneficial shareholdings in the Target Company on such date to be agreed by the parties. The Deposit shall be applied to the purchase price payable to the Vendors upon completion (subject to fulfillment of conditions precedent, if any) of the Possible Acquisition.

The obligation of the Company to make payment of the Deposit is subject to (i) the delivery to the Company of the share mortgages (as described below) duly executed; and (ii) the issue of preliminary legal opinion(s) by a Nevada lawyer on the Project Company and the Leases in the form and substance satisfactory to the Company.

The Deposit would serve as the deposit for the Company having the first right of refusal to cooperate with the Vendors/Nominees and/or the BVI Cos pursuant to the endeavours contemplated under the MOU and the SMOU. If the Company, at its absolute discretion, is not satisfied with the results of the due diligence review (as defined in the MOU) or decides not to proceed further in relation to the Transaction on or before the expiry of the Exclusivity Period, the Vendors/Nominees and/or the BVI Cos shall return the Deposit without any accrued interest to the Company within 3 business days upon receipt of written notice of dissatisfaction or not to proceed from the Company.

The Company shall have the right to conduct due diligence including the production of a preliminary valuation report on the Project Company and the Leases to its absolute satisfaction before proceeding to enter into a formal agreement for the Transaction.

The amount of the Deposit exceeded 8% of the assets ratio of the Company as defined under Rule 14.07(1) of the Listing Rules and the payment of the Deposit constitutes an advance to an entity pursuant to Rule 13.13 of the Listing Rules.

CHARGE OF SHARES IN THE TARGET COMPANY

Each of the BVI Cos shall charge, to the Company at or before the payment of Deposit by the Company to the Vendors/Nominees, its respective shareholdings in the share capital of the Target Company as a continuing security for the due and punctual performance and observance by each of the BVI Cos of all the obligations of the Target Company, its subsidiaries and each of the BVI Cos contained in the MOU, the SMOU, the sale and purchase agreement to be entered into in relation to the Possible Acquisition.

UNDERTAKING BY THE GUARANTORS

In consideration of the Company entering into the SMOU, the Guarantors, jointly and severally as primary obligors, unconditionally and irrevocably severally guarantee by way of continuing obligation, to the Company, the due and punctual payment of all amounts payable by the Vendors/Nominees or the BVI Cos under the MOU and the SMOU and undertakes to the Company to procure the performance by the Vendors/Nominees and/or the BVI Cos of all their other obligations contained or implied in the MOU and the SMOU, in the ratios in proportion to the BVI Cos' respective holdings in the Target Company.

EXTENSION OF THE MOU

In accordance with the terms of the MOU, the MOU shall have a term of three months (the “**Term**”). The Company (as the Purchaser) has requested and the BVI Cos have agreed to extend the term of the MOU for another one month to until 20 October 2010 (the “**New Term**”) by entering into the SMOU. Pursuant to the SMOU, the Company shall have the right to extend the New Term for a further one month by notifying the BVI Cos in writing no later than two days prior to the expiration of the New Term. The exclusivity period has also been extended for one month to 20 October 2010.

OTHER INFORMATION

To the best of the knowledge, information and belief of the directors of the Company, and having made all reasonable enquiries, the BVI Cos and the Ultimate Beneficial Owners are Independent Third Parties.

The Company shall comply with the relevant disclosure requirement under the Listing Rules regarding the Possible Acquisition (including the payment of the Deposit) at all times.

The Board wishes to emphasise that the Possible Acquisition is subject to, among other things, the signing of a formal agreement for the sale and purchase of the Target Company, the terms and conditions of which are yet to be agreed. As the Possible Acquisition may or may not materialise. Shareholders and potential investors of the Company should therefore exercise caution when dealing in the Shares. Further announcement will be made by the Company should any formal agreement be entered into as and when appropriate in accordance with the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, capitalized words and expression shall have the same meaning as in the Announcement save as defined as follows:

“BVI Cos”	Six companies, each incorporated in the British Virgin Islands, which together owns 100% of the legal and beneficial interest of the Target Company
“Guarantors”	The Ultimate Beneficial Owners
“Ultimate Beneficial Owners”	The legal and ultimate beneficial owners of the BVI Cos
“Vendors”	The vendors of the MOU as amended by the SMOU, also called the “BVI Cos”

By order of the Board
China Properties Investment Holdings Limited
Xu Dong
Executive Director

Hong Kong, 20 September 2010

As at the date of this announcement, the executive Directors are, Mr. Xu Dong and Mr. Au Tat On, the non-executive director of the Company is Ms. Yu Wai Fong, and the independent non-executive Directors are Mr. Lam Man Yui, Mr. Lai Wai Yin, Wilson and Ms. Cao Jie Min.

This announcement will remain on the “Latest Listed Company Information” page of the website of the Stock Exchange and the website of the Company for at least 7 days from the date of its posting.

* For identification purpose only