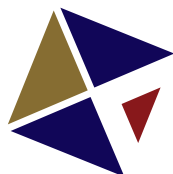


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CHINA PROPERTIES INVESTMENT HOLDINGS LIMITED
中國置業投資控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 736)

MEMORANDUM OF UNDERSTANDING
IN RESPECT OF THE POSSIBLE ACQUISITION OF ENTIRE EQUITY
INTEREST IN DONGYING DONGTAI BIOTECHNOLOGY COMPANY
LIMITED*

This announcement is made by China Properties Investment Holdings Limited (the “**Company**”) pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the inside information provisions under Part XIVA of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong).

THE MOU

The board (the “**Board**”) of directors of the Company (the “**Directors**”) is pleased to announce that on 28 January 2015 (after trading hours), the Company entered into a non-legally binding memorandum of understanding (the “**MOU**”) with an independent third party (the “**Independent Third Party**”), pursuant to which the Company will acquire and the Independent Third Party will procure the sale of the entire equity interest (the “**Possible Acquisition**”) in 東營市東泰生物科技有限公司 (Dongying Dongtai Biotechnology Company Limited*) (the “**Target Company**”).

The Target Company is a company incorporated in the People’s Republic of China (the “**PRC**”) and is principally engaged in the biochemical business. It has obtained operation rights for a project in relation of comprehensive development and utilization of brine in the Shandong province of the PRC.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Independent Third Party is a third party independent of and not connected with the Company and its connected persons (as defined in the Listing Rules).

* *for identification purpose only*

Due Diligence

After the signing of the MOU, the Company (and its representatives and/or advisers) shall be entitled to carry out due diligence investigations on the Target Company, its holding company and other relevant parties. The Independent Third Party shall, and shall procure the relevant parties, to provide assistance in this regard.

Exclusivity

The Independent Third Party will not, and will procure that the Target Company and its directors, officers, employees, representatives and agents will not, directly or indirectly, within three months from the date of the MOU (or such other dates as may be agreed by the parties thereto) (i) solicit, initiate or encourage inquiries or offers from, or (ii) initiate or continue negotiations or discussions with or furnish any information to, or (iii) enter into any agreement or statement of intent or understanding with, any person or entity other than the Company with respect to the sale or other disposition of the issued share capital of the Target Company or any interests of the Target Company or the sale, subscription, or allotment of any part thereof or any other shares of the Target Company or the sale or transfer of the business and/or operations and/or assets of the Target Company. If the Target Company or the Independent Third Party receives any such inquiry or offer, the Independent Third Party will promptly notify the Company.

Formal Agreement

The Company and the Independent Third Party will proceed with further negotiation for the entering into the formal and binding agreement in respect of the Possible Acquisition (the “**Formal Agreement**”) within three months from the date of the MOU (or such other dates as may be agreed by the parties thereto).

Legal effect

Save for disclosed above and the clauses relating to confidentiality, fee, notification and governing law, the MOU shall create no legal and binding obligations on the parties thereto.

GENERAL

If the Formal Agreement materializes, the Possible Acquisition may constitute a notifiable transaction of the Company under the Listing Rules. Further announcement(s) will be made by the Company in accordance with all applicable requirements of the Listing Rules as and when appropriate.

The Board wishes to emphasize that no binding agreement in relation to the Possible Acquisition has been entered into as at the date of this announcement. As such, the Possible Acquisition may or may not proceed. Shareholders of the Company and potential investors are advised to exercise caution when dealing in the shares of the Company.

By Order of the Board
China Properties Investment Holdings Limited
Xu Dong
Chairman

Hong Kong, 28 January 2015

As at the date of this announcement, the executive Directors are Mr. Xu Dong and Mr. Au Tat On, the non-executive Director is Miss Yu Wai Fong and the independent non-executive Directors are Mr. Lai Wai Yin, Wilson, Ms. Cao Jie Min and Mr. Tse Kwong Wah.