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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)

EXTENSION OF MEMORANDUM OF UNDERSTANDING

This announcement is made by the Company on a voluntary basis. Unless otherwise specified, terms used herein shall have the same meanings as defined in the announcements of the Company dated 24 March 2010, 26 March 2010 and 8 April 2010 (the “**Announcements**”).

EXTENSION OF THE MOU

Reference is made to the Announcements in relation to the MOU regarding the Possible Acquisition and the Addendum. The MOU and the Addendum shall have a term of three months from the date of the MOU, i.e. until 23 June 2010 (the “**Term**”), or such longer period as may be agreed or as extended by the Purchaser’s notification in writing to the Vendor. In addition, pursuant to the MOU, the Exclusivity Period shall also be valid for a three-month period commencing on the date upon signing of the MOU, and is subject to extension for a further period of three months.

In view of the necessity to continue the preliminary due diligence review, the parties to the MOU (the “**Parties**”) have agreed to extend the term of the MOU, the Addendum as well as the Exclusivity Period for another three months to until 24 September 2010 (the “**New Term**”) by entering into a letter of confirmation with the Vendor on 22 June 2010 (the “**Confirmation Letter**”).

Under the Confirmation Letter, the Purchaser shall have the right to extend the New Term for a further three months by notifying the Vendor in writing no later than two days prior to the expiration of the New Term.

PAYMENT OF THE DEPOSIT

Pursuant to the MOU and the Addendum, the Company (as the Purchaser) shall pay the Deposit of HK\$50,000,000 to the Vendor subject to the performance of a preliminary due diligence review to the satisfaction of the Purchaser on an absolute basis and the Vendor agreed to immediately repay the Deposit paid by the Purchaser pursuant to the MOU on the occurrence of any of the circumstances as stipulated in the Addendum (a summary of which has been included in the announcement of the Company dated 8 April 2010).

In respect of the above, the Company had paid part of the Deposit of HK\$48,500,000 to the Vendor on 8 April 2010, receipt of which was acknowledged by the Vendor on 9 April 2010. After further negotiation between the Parties, the Parties have mutually agreed under the Confirmation Letter that the Vendor shall immediately repay any amount of the Deposit already paid by the Purchaser to the Purchaser if:

- (i) the Parties fail to execute any definitive agreement for the transfer of the Target Company on or before 24 September 2010 (or such later date as agreed between the Parties);
- (ii) if there is any material breach or default of the warranties and/or the terms of the MOU and/or the Addendum by the Vendor, save and unless the prior waiver in writing of the Purchaser having been obtained;
- (iii) if on the expiry of the New Term on 24 September 2010 (or such later date as agreed between the Parties), the Parties fail to agree to continue negotiations on the transfer of the Target Company; or
- (iv) the results of the due diligence review on the Target Company performed by the Purchaser are not satisfactory to the Purchaser or such due diligence review reveal any defects in the constitution, operation or any other aspects of the Target Company deemed significant by the Purchaser.

The above terms in relation to the extension of the MOU and the repayment of the Deposit under the Confirmation Letter shall be legally binding and enforceable on the Parties.

Save as disclosed, all other terms of the MOU and the Addendum will remain unchanged and continue to be in full force and all the respective obligations, covenants and/or undertakings of the Parties under the MOU shall remain in full force and effect and where applicable, be binding on the Parties.

The Company shall comply with the relevant disclosure requirement under the Listing Rules regarding the Possible Acquisition 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 be materialised, 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.

By order of the Board
China Properties Investment Holdings Limited
Au Tat On
Executive Director

Hong Kong, 22 June 2010

As at the date of this announcement, the executive Directors are Ms. Yu Wai Fong, Mr. Xu Dong and Mr. Au Tat On, 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 Company Announcements” 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 purposes only*