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FOSUN 复星

復星國際有限公司
FOSUN INTERNATIONAL LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 00656)

DISCLOSEABLE TRANSACTION

EXTENSION OF LONG STOP DATES IN RELATION TO ACQUISITION OF EQUITY INTEREST IN RHJI

Reference is made to the announcement of Fosun International Limited (the “**Company**”) dated 23 March 2015, in relation to the proposed acquisition of equity interest in RHJI (currently known as BHF Kleinwort Benson Group SA) (the “**Announcement**”). Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as defined in the Announcement.

EXTENSION OF LONG STOP DATES

As disclosed in the Announcement and set forth in the Fidelidade Share Purchase Agreement and the Billion Infinity Share Purchase Agreement (collectively, the “**SPAs**”), completion of each of the Fidelidade Acquisition and the Billion Infinity Acquisition is conditional upon the satisfaction (or waiver) of the conditions precedent respectively under the SPAs on or before 20 October 2015 (collectively, “**Original Long Stop Date**”).

Since more time is required to satisfy the conditions precedent under the SPAs in respect of the necessary approvals and consents from all relevant banking regulatory authorities, an amendment agreement to the Fidelidade Share Purchase Agreement (the “**Fidelidade Amendment Agreement**”) and an amended and restated agreement in respect of the Billion Infinity Share Purchase Agreement (the “**Amended and Restated Billion Infinity SPA**”) were executed respectively by the original parties to the Fidelidade Share Purchase Agreement and the Billion Infinity Share Purchase Agreement on 20 October 2015,

pursuant to which the parties thereunder mutually agreed to extend the Original Long Stop Date.

The parties under the Fidelidade Share Purchase Agreement will not pursue the Alternative Sale following the expiry of the Original Long Stop Date as contemplated therein for the time being. Instead, pursuant to the Fidelidade Amendment Agreement, the Original Long Stop Date under the Fidelidade Share Purchase Agreement shall be initially extended for two months to 20 December 2015 (“**Fidelidade Long Stop Date**”). In addition, Fidelidade has the option to further extend the Fidelidade Long Stop Date twice, each time with a written notice to Timothy C. Collins (on behalf of the Fidelidade Sellers) for an extension of another five months.

Pursuant to the Amended and Restated Billion Infinity SPA, the Original Long Stop Date under the Billion Infinity Share Purchase Agreement shall be extended for twelve months to 20 October 2016 (“**Billion Infinity Long Stop Date**”).

VARIATION OF TERMS TO THE BILLION INFINITY SHARE PURCHASE AGREEMENT

Apart from the Billion Infinity Long Stop Date, the Amended and Restated Billion Infinity SPA has made the following variation of terms to, and shall supersede the Billion Infinity Share Purchase Agreement.

Payment Terms The Billion Infinity Purchase Price will be paid promptly after the date of execution of the Amended and Restated Billion Infinity SPA and in any event no later than 5:00 p.m. (Brussels Time) on 26 October 2015.

Delivery of Physical Certificates Upon the payment of the Billion Infinity Purchase Price, the physical certificates evidencing the Restricted Depositary Shares representing the Billion Infinity Subject Shares shall be promptly delivered to Billion Infinity or its representative.

Billion Infinity Closing Date The Billion Infinity Closing shall occur on such business day after the conditions set forth in the Amended and Restated Billion Infinity SPA shall have been satisfied as Billion Infinity shall advise the Billion Infinity Sellers in writing (such written

notice to be provided by Billion Infinity to the Billion Infinity Sellers no less than four (4) business days prior to the business day selected for the Billion Infinity Closing and no more than sixty (60) calendar days after the date the conditions set forth in the Amended and Restated Billion Infinity SPA shall have been satisfied).

Other Terms

If the Billion Infinity Closing does not occur because the government approvals have not been obtained on or before the Billion Infinity Long Stop Date, the Billion Infinity Subject Shares (or the Restricted Depositary Shares representing the Billion Infinity Subject Shares) will be sold to the market or third parties (as identified by Billion Infinity) for a price and other terms reasonably acceptable to Billion Infinity (the “**Billion Infinity Alternative Sale**”), subject to the waiver or expiration of the Lock-up. The proceeds of such sale(s) will be paid back to Billion Infinity.

If the Billion Infinity Closing does not occur because the conditions precedent regarding the accuracy of the representations and warranties of Billion Infinity and the Billion Infinity Sellers are not satisfied or waived on or before the Billion Infinity Long Stop Date, the Billion Infinity Purchase Price will be paid back to Billion Infinity, the Restricted Depositary Shares representing the Billion Infinity Subject Shares will be returned to the Billion Infinity Sellers and the Billion Infinity Acquisition will be unwound. Notwithstanding the foregoing, if the Billion Infinity Closing does not occur because Billion Infinity is a “U.S. person” (as defined in Regulation S of the U.S. Securities Act of 1933, as amended), Billion Infinity Sellers may choose not to unwind the Billion Infinity Acquisition and, in such event, Billion Infinity may choose either to accept the Restricted Depositary Shares representing the Billion Infinity Subject Shares or to direct the Billion Infinity Alternative Sale of the Billion Infinity Subject Shares (or the Restricted Depositary Shares representing the Billion Infinity Subject Shares).

**Other Terms
(continued)**

Notwithstanding the above, at any time after the payment of the Billion Infinity Purchase Price but not later than 18 months following the Billion Infinity Long Stop Date, if the Billion Infinity Closing or the Billion Infinity Alternative Sale has not occurred and, among other things, Billion Infinity or any of its affiliates reasonably acceptable to Timothy C. Collins (on behalf of the Billion Infinity Sellers) (the “**Relevant Billion Infinity Transferee**”) is able to acquire the Billion Infinity Subject Shares without the regulatory consents and approvals of the relevant governmental authorities in respect of the Billion Infinity Closing and with the regulatory consents and approvals of the relevant governmental authorities already obtained by Billion Infinity and/or its affiliates as of the date of the Amended and Restated Billion Infinity SPA, then by sending a written notice to Timothy C. Collins (on behalf of the Billion Infinity Sellers), Billion Infinity may require the Billion Infinity Sellers to transfer, and the Billion Infinity Sellers shall transfer, the Billion Infinity Subject Shares to the Relevant Billion Infinity Transferee. Completion of such transfer is conditional upon the accuracy of the representations and warranties of Billion Infinity as applied to the Relevant Billion Infinity Transferee and of the Billion Infinity Sellers.

Following the payment of the Billion Infinity Purchase Price, if any of the Billion Infinity Sellers receives any dividend or other distribution in respect of the Billion Infinity Subject Shares, such Billion Infinity Seller shall promptly pay or transfer to or to the order of Billion Infinity such dividend and other distribution (reduced of any tax such Billion Infinity Seller is required to pay or withheld, net of any tax benefit attributable to such payment or withholding or to the payment or transfer of such dividend to Billion Infinity). Such amount of dividends and other distributions received by Billion Infinity shall be paid back to the Billion Infinity Sellers if the Billion Infinity Acquisition is unwound.

TERMINATION OF AGREEMENTS

If Billion Infinity fails to pay the Billion Infinity Purchase Price to the Billion Infinity Sellers at or before 5:00 p.m. (Brussels Time) on 26 October 2015, Timothy C. Collins (on behalf of the Billion Infinity Sellers) may terminate the Amended and Restated Billion Infinity SPA by serving a two-business-day prior written termination notice on Billion Infinity.

In the event the Amended and Restated Billion Infinity SPA is so terminated by Timothy C. Collins (on behalf of the Billion Infinity Sellers), the Fidelidade Amendment Agreement will terminate automatically, in which case the provisions of the original Fidelidade Share Purchase Agreement (without giving effect to the Fidelidade Amendment Agreement) shall continue to remain effective and the terms of the Alternative Sale will apply.

By order of the Board of
Fosun International Limited
Guo Guangchang
Chairman

Shanghai, the PRC, 21 October 2015

As at the date of this announcement, the executive Directors are Mr. Guo Guangchang, Mr. Liang Xinjun, Mr. Wang Qunbin, Mr. Ding Guoqi, Mr. Qin Xuetao, Mr. Chen Qiyu and Mr. Xu Xiaoliang; and the independent non-executive directors are Mr. Zhang Shengman, Mr. Zhang Huaqiao, Mr. David T. Zhang and Mr. Yang Chao.