

NOT FOR DISTRIBUTION INTO THE UNITED STATES

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or reliance upon the whole or any part of the contents of this announcement.

*This announcement does not constitute an offer to sell or the solicitation of an offer to buy any securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. The securities referred to herein have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), and may not be offered or sold within the United States or to, or for the benefit of, U.S. persons (as defined in Regulations S under the U.S. Securities Act (“**Regulation S**”)), except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the U.S. Securities Act. No public offering of securities is to be made by the Bond Issuer or the Company in the United States.*

FOSUN 复星

復星國際有限公司

FOSUN INTERNATIONAL LIMITED

(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

(Stock Code: 00656)

**PROPOSED ISSUE OF HK\$3,875,000,000 1.50%
GUARANTEED CONVERTIBLE BONDS DUE 2018**

JOINT GLOBAL COORDINATORS AND JOINT BOOKRUNNERS



Morgan Stanley

The Board is pleased to announce that (i) the Company as issuer of the Conversion Shares and guarantor for payment of all sums payable in relation to the Convertible Bonds, (ii) the Bond Issuer (an indirect wholly owned subsidiary of the Company) as issuer of the Convertible Bonds and (iii) the Joint Lead Managers entered into the Subscription Agreement on 6 November 2013.

The Convertible Bonds will be offered and sold to non-U.S. persons whose ordinary business involves buying, selling or investing in securities outside the United States in reliance upon Regulation S. None of the Convertible Bonds will be offered to the retail public in Hong Kong.

The initial Conversion Price will be HK\$10.00 per Share. Assuming full conversion of the Convertible Bonds at the initial Conversion Price, the Convertible Bonds will be convertible into approximately 387,500,000 Shares, representing:

- approximately 6.03% of the issued share capital of the Company as at the date of this announcement; and
- approximately 5.69% of the enlarged issued share capital of the Company after issue of all Conversion Shares.

The Company will apply to the Stock Exchange for the listing of, and permission to deal in, the Convertible Bonds and the Conversion Shares.

The Directors will allot and issue the Conversion Shares pursuant to the authority granted to them in the annual general meeting held on 22 May 2013.

The estimated net proceeds from the Bond Issue, after deduction of commission and expenses, amount to approximately HK\$3,830,000,000. The Company intends to use the net proceeds for working capital and general corporate purposes.

Completion of the Bond Issue is subject to the satisfaction and/or waiver of the conditions precedent as set out in the Subscription Agreement. In addition, the Subscription Agreement may be terminated in certain circumstances. Please refer to the paragraph headed “THE SUBSCRIPTION AGREEMENT” below for further information.

As the Bond Issue may or may not complete, the Convertible Bonds may or may not be issued and/or the Conversion Shares may or may not be issued or listed, Shareholders and investors are urged to exercise caution when dealing in the securities of the Company.

INTRODUCTION

The Board is pleased to announce that (i) the Company as issuer of the Conversion Shares and guarantor for payment of all sums payable in relation to the Convertible Bonds, (ii) the Bond Issuer (an indirect wholly owned subsidiary of the Company) as issuer of the Convertible Bonds and (iii) the Joint Lead Managers entered into the Subscription Agreement on 6 November 2013.

Pursuant to the Subscription Agreement, the Joint Lead Managers have agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Convertible Bonds on the Closing Date in an aggregate principal amount of HK\$3,875,000,000.

The Directors will allot and issue the Conversion Shares pursuant to the authority granted to them in the annual general meeting held on 22 May 2013. The estimated net proceeds from the Bond Issue, after deduction of commission and expenses, amount to approximately HK\$3,830,000,000.

THE SUBSCRIPTION AGREEMENT

Date

6 November 2013

Parties

1. The Company as issuer of the Conversion Shares and guarantor for all sums payable in relation to the Convertible Bonds
2. The Bond Issuer as issuer of the Convertible Bonds
3. UBS and Morgan Stanley as the Joint Lead Managers

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Joint Lead Managers and their respective ultimate beneficial owners are third parties independent of and not connected with the Company or the Bond Issuer or any connected persons of the Company or the Bond Issuer.

Subscription

Subject to the satisfaction and/or waiver of the conditions set out below in the section headed "Conditions Precedent", the Bond Issuer has agreed to issue and the Joint Lead Managers have agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Convertible Bonds on the Closing Date in an aggregate principal amount of HK\$3,875,000,000.

The Company has agreed to guarantee payment of all sums payable by the Bond Issuer in relation to the Convertible Bonds.

The Joint Lead Managers have informed the Company that they intend to offer and sell the Convertible Bonds to not fewer than 6 independent placees. The Convertible Bonds will be offered and sold to non-U.S. persons whose ordinary business involves buying, selling or investing in securities outside the United States in reliance upon Regulation S. None of the Convertible Bonds will be offered to the retail public in Hong Kong. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, such placees and their respective ultimate beneficial owners are third parties independent of and not connected with the Company or the Bond Issuer or any connected persons of the Company or the Bond Issuer.

Conditions Precedent

The obligations of the Joint Lead Managers to subscribe and pay for the Convertible Bonds are conditional on:

1. each Joint Lead Manager being satisfied (acting reasonably and in good faith) with the results of its due diligence investigations with respect to the Bond Issuer, the Company and their respective subsidiaries and the Offering Circular having been prepared in form and content satisfactory to each Joint Lead Manager (acting reasonably and in good faith);
2. the execution and delivery (on or before the Closing Date) of the Trust Deed and the Agency Agreement, each in a form reasonably satisfactory to the Joint Lead Managers;
3. on or before the Closing Date, the Bond Issuer will enter into a supplement to the Intercreditor Agreement and complete such other arrangements as are necessary in order to grant the benefit of the security interests created under the security documents and the Intercreditor Agreement for the benefit of the Trustee on behalf of the Bondholders, each in form and substance satisfactory to the Trustee and the Joint Lead Managers;
4. Fosun Holdings Limited shall have executed a lock-up agreement on or before the Closing Date;
5. on the publication date of the Offering Circular and on the Closing Date, there having been delivered to the Joint Lead Managers letters, in form and substance satisfactory to the Joint Lead Managers, dated the publication date of the Offering Circular in the case of the first letter and dated the Closing Date in the case of the subsequent letter, and addressed to the Joint Lead Managers from Ernst & Young, independent auditor to the Company;

6. at the Closing Date (i) the representations and warranties of the Bond Issuer and the Company in the Subscription Agreement being true, accurate and correct in all material respects at, and as if made on such date; (ii) the Bond Issuer and the Company having performed all of their respective obligations under the Subscription Agreement to be performed on or before such date; and (iii) there having been delivered to the Joint Lead Managers a certificate, dated as of such date, of a duly authorized officer of each of the Bond Issuer and the Company to such effect;
7. after the date of the Subscription Agreement or, if earlier, the dates as of which information is given in the Offering Circular up to and at the Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change), in the condition (financial or other), prospects, results of operations or general affairs of the Bond Issuer, the Company or of the Group, which, in the opinion of the Joint Lead Managers, is material and adverse in the context of the issue and offering of the Convertible Bonds;
8. on or prior to the Closing Date there shall have been delivered to the Joint Lead Managers copies of all consents and approvals required in relation to the issue of the Convertible Bonds and the performance of its obligations under the Trust Deed, the Agency Agreement and the Convertible Bonds (including any consents and approvals required from all lenders);
9. the Stock Exchange having agreed to list the Conversion Shares upon conversion of the Convertible Bonds and the Stock Exchange having agreed, subject to any conditions reasonably satisfactory to the Joint Lead Managers, to list the Convertible Bonds (or, in each case, the Joint Lead Managers being reasonably satisfied that such listing will be granted); and
10. on or before the Closing Date, there having been delivered to the Joint Lead Managers the relevant legal opinions, and such other resolutions, consents, authorities and documents relating to the issue of the Convertible Bonds, as the Joint Lead Managers may reasonably require.

The Joint Lead Managers may, at their discretion and upon such terms as they think fit, waive compliance with the whole or any part of the above conditions (other than item (2)).

Termination

The Joint Lead Managers may, by notice to the Bond Issuer and the Company given at any time prior to payment of the net subscription monies for the Convertible Bonds to the Bond Issuer, terminate the Subscription Agreement in any of the following circumstances:

1. if there shall have come to the notice of the Joint Lead Managers any breach of, or any event rendering untrue or incorrect in any material respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform any of the Bond Issuer's or the Company's undertakings or agreements in the Subscription Agreement;
2. if any of the conditions precedent has not been satisfied or waived by the Joint Lead Managers on or prior to the Closing Date, as the case may be;
3. if in the opinion of the Joint Lead Managers, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Bond Issuer or the Company on any stock exchange or in any over-the-counter market) or currency exchange rates or foreign exchange controls such as would in their view, be likely to prejudice materially the success of the offering and distribution of the Convertible Bonds or dealings in the Convertible Bonds in the secondary market;
4. if, in the opinion of the Joint Lead Managers, there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the New York Stock Exchange, the London Stock Exchange plc, and/or the Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (ii) a suspension or a material limitation in trading in the Company's securities on the Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (iii) a general moratorium on commercial banking activities in the United States, Hong Kong and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, Hong Kong or the United Kingdom; or (iv) a change or development involving a prospective change in taxation adversely affecting the Bond Issuer, the Company, the Convertible Bonds or the Conversion Shares or the transfer thereof; and

5. if, in the opinion of the Joint Lead Managers, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in their view be likely to prejudice materially the success of the offering and distribution of the Convertible Bonds or dealings in the Convertible Bonds in the secondary market.

Lock-up

Neither the Bond Issuer, the Company nor any person acting on its or their behalf will (a) issue, offer, sell, pledge, contract to sell or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Convertible Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Convertible Bonds, the Shares or securities of the same class as the Convertible Bonds, the Shares or other instruments representing interests in the Convertible Bonds, the Shares or other securities of the same class as them, (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares, (c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise or (d) announce or otherwise make public an intention to do any of the foregoing, in any such case without the prior written consent of the Joint Lead Managers between the date of the Subscription Agreement and the date which is 90 days after the Closing Date (both dates inclusive), except for the Convertible Bonds and the new Shares issued on conversion of the Convertible Bonds.

Fosun Holdings Limited, the controlling shareholder (as defined under the Listing Rules) of the Company, shall execute a lock-up undertaking on or before the Closing Date.

PRINCIPAL TERMS OF THE CONVERTIBLE BONDS

Below are the principal terms of the Convertible Bonds:

- Issuer** : The Bond Issuer.
- Guarantor** : The Company.
- Principal amount** : The aggregate principal amount of the Convertible Bonds will be HK\$3,875,000,000.
- Issue price** : 100% of the principal amount of the Convertible Bonds.
- Redemption price** : 106.65% of the principal amount of the Convertible Bonds.
- Interest** : 1.50% per annum of the principal amount of the Convertible Bonds, payable semi-annually in arrear on 22 May and 22 November in each year.
- Fee** : The Company agrees to pay to the Joint Lead Managers a combined management fee and underwriting commission and selling concession.
- The management fee and underwriting commission and selling concession are determined by benchmarking fees charged in prior transactions of a similar nature by the Joint Lead Managers and other investment banks.
- The Directors take the view that the aggregate management fee and underwriting commission and selling concession fees and their respective basis of determination are fair and reasonable.
- Conversion period** : Subject to and in compliance with the provisions of the Convertible Bonds, Bondholder(s) may exercise conversion right at any time on or after the 41st day after the Closing Date up to the close of business on the 7th day prior to the Maturity Date or if such Convertible Bond(s) shall have been called for redemption by the Bond Issuer before the Maturity Date, then up to the close of business on a date no later than seven business days prior to the date fixed for redemption thereof or if notice requiring redemption has been given by the holder of such Convertible Bond(s), then up to the close of business on the day prior to the giving of such notice.

Conversion Price : The initial Conversion Price will be HK\$10.00 per Share, representing a premium of 32.50% over the closing price of the Shares at HK\$7.55, quoted on the Stock Exchange on 6 November 2013 being the last Trading Day before the Subscription Agreement was signed.

Assuming full conversion of the Convertible Bonds at the initial Conversion Price of HK\$10.00 per Share, the Convertible Bonds will be convertible into approximately 387,500,000 Shares, representing approximately 6.03% of the issued share capital of the Company as at the date of this announcement and approximately 5.69% of the enlarged issued share capital of the Company after issue of all Conversion Shares.

The Conversion Price is subject to adjustment for, amongst other things, upon the occurrence of consolidation, subdivision or reclassification of Shares, declaration of any cash dividends, capitalization of profits or reserves, distributions, rights issues of Shares or options over Shares, warrants, rights issues of other securities, issues at less than 95% of current market price, other issues at less than 95% of current market price, modification of rights of conversion, other offers to Shareholders and other events.

Early Redemption Amount : A gross yield of 2.75% per annum calculated on a semi-annual basis, adjusted for Coupon.

Formation and denomination of the Convertible Bonds : The Convertible Bonds will be in registered form and in denominations of HK\$2,000,000 per Convertible Bond and integral multiples in excess of HK\$1,000,000 thereof.

- Status of the Convertible Bonds** : The Convertible Bonds will constitute direct, unsubordinated, unconditional and secured obligations of the Bond Issuer and the Company and shall at all times rank pari passu with the 2011 Notes and 2013 Notes and share in the same collateral and guarantee package on an equal and ratable basis, and without any preference or priority among themselves. The payment obligations of the Bond Issuer under the Convertible Bonds and of the Company under the guarantee shall, save for such exceptions as may be provided by mandatory provisions of applicable law at all times rank at least equally with all of their respective other present and future secured and unsubordinated obligations.
- Status of the Conversion Shares** : The Conversion Shares to be issued upon conversion of the Convertible Bonds will be fully paid and in all respects rank pari passu with the Shares in issue with effect from the date the holder of record of the number of Shares issuable upon conversion is registered as such in the Company's register of shareholders.
- Redemption at the option of the Bondholder** : The Bond Issuer will at the option of the holder of any Convertible Bond redeem all or some of such holder's Convertible Bonds on 22 November 2016 at their Early Redemption Amount together with interest accrued and unpaid to, but excluding, such date.
- Redemption at the option of the Bond Issuer** : At any time after 22 November 2016, the Bond Issuer may, if it has given not less than 30 nor more than 60 days' notice to the Bondholders, the Trustee and the Principal Agent (which notice will be irrevocable), redeem the Convertible Bonds in whole but not in part at their Early Redemption Amount as at the date fixed for redemption together with interest accrued and unpaid to, but excluding, such date, provided that no such redemption may be made unless the closing price of the Shares for 20 out of the 30 consecutive Trading Days immediately prior to the date upon which notice of such redemption is given, was at least 130% of the Early Redemption Amount divided by the conversion ratio then in effect. If there shall occur an event giving rise to a change in the Conversion Price during any such Trading Day period, appropriate adjustments for the relevant days approved by an independent investment bank shall be made for the purpose of calculating the closing price for such days.

Redemption for taxation reasons : At any time the Bond Issuer may, if it has given not less than 30 nor more than 60 days' notice to the Bondholders, the Trustee and the Principal Agent (which notice will be irrevocable) redeem the Convertible Bonds in whole but not in part at their Early Redemption Amount as at the date fixed for redemption together with interest accrued and unpaid to, but excluding, such date, if (i) the Bond Issuer or the Company satisfies the Trustee immediately prior to the giving of such notice that the Bond Issuer or the Company has or will become obliged to pay additional tax amounts as a result of any change in, or amendment to, the laws or regulations of the British Virgin Islands or Hong Kong or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 6 November 2013, and (ii) such obligation cannot be avoided by the Bond Issuer (or, as the case may be, the Company) taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Bond Issuer (or, as the case may be, the Company) would be obliged to pay such additional tax amounts were a payment in respect of the Convertible Bonds then due.

Redemption for a Change of Control : Following the occurrence of a change of control, the holder of each Convertible Bond will have the right at such holder's option to require the Bond Issuer to redeem in whole but not in part such holder's Convertible Bonds at their Early Redemption Amount as at the date fixed for redemption together with interest accrued and unpaid to, but excluding, such date.

- Delisting Put Right** : In the event the Shares cease to be listed or admitted to trading or are suspended for trading for a period exceeding 30 consecutive Trading Days on the Stock Exchange or any alternative stock exchange, other than any cessation or suspension of securities generally on the Stock Exchange or such alternative stock exchange, each Bondholder shall have the right, at such Bondholder's option, to require the Bond Issuer to redeem in whole but not in part such Bondholder's Convertible Bonds at their Early Redemption Amount as at the date fixed for redemption together with interest accrued and unpaid to, but excluding, such date.
- Voting Rights** : The Bondholders will not have any right to attend or vote at any meeting of the Company by virtue of them being Bondholders, and until and unless they have converted their Convertible Bonds into Shares.
- Negative Pledge** : Neither the Bond Issuer nor the Company will, and, in the case of the Company, it will ensure that none of its subsidiaries will, create or have outstanding any encumbrance (other than permitted encumbrances) upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any relevant indebtedness of the Bond Issuer, the Company or any subsidiary guarantor, or to secure any guarantee or indemnity in respect of any relevant indebtedness of the Bond Issuer, the Company or any subsidiary guarantor, without at the same time or prior thereto according to the Convertible Bonds (i) the same security as is created or subsisting to secure any such relevant indebtedness, guarantee or indemnity or (ii) such other security as either (a) the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Bondholders or (b) shall be approved by an extraordinary resolution of the Bondholders.
- Listing** : Application will be made for the listing of the Convertible Bonds on the Stock Exchange. The Company will also apply to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

EFFECT ON THE SHARE CAPITAL OF THE COMPANY AS A RESULT OF CONVERSION

Assuming full conversion of the Convertible Bonds at the initial Conversion Price of HK\$10.00 per Share, the Convertible Bonds will be convertible into approximately 387,500,000 Shares, representing approximately 6.03% of the issued share capital of the Company as at the date of this announcement and approximately 5.69% of the enlarged issued share capital of the Company after issue of all Conversion Shares.

The table below sets out the Company's shareholding structure as a result of the Bond Issue:

Name of Shareholder	Shareholding as at the date of this announcement		Assuming the Convertible Bonds are fully converted into Shares (subject to adjustment) at the initial Conversion Price of HK\$10.00 per Share	
	Number of Shares	Approximate % of issued share capital of the Company	Number of Shares	Approximate % of issued share capital of the Company
Fosun International Holdings Ltd. and its subsidiary set out in the note below	5,074,698,500	79.03	5,074,698,500	74.53
Bondholders	—	—	387,500,000	5.69
Other Shareholders	1,346,896,000	20.97	1,346,896,000	19.78
Total	6,421,594,500	100	6,809,094,500	100

Note: Fosun International Holdings Ltd. holds its shares in the Company through Fosun Holdings Limited, a wholly-owned subsidiary.

ESTIMATED USE OF PROCEEDS

The estimated net proceeds from the Bond Issue, after deduction of commission and expenses, amount to approximately HK\$3,830,000,000. The Company intends to use the net proceeds for working capital and general corporate purposes.

REASONS FOR THE BOND ISSUE

The transactions under the Subscription Agreement and the issue of the Convertible Bonds will provide strong capital support for the development of the Company's key businesses, enhance the Company's market presence and competitiveness, and strengthen the Company's capital basis effectively after the full conversion of the Convertible Bonds.

GENERAL MANDATE FOR THE BOND ISSUE

At the annual general meeting of the Company held on 22 May 2013, an ordinary resolution was passed to grant a general and unconditional mandate to the Directors to issue, allot and deal with additional Shares, not exceeding 20% of the aggregate nominal amount of the issued share capital of the Company in issue as at the date of the passing of the resolution, such additional Shares amounting to not more than 1,284,318,900 Shares.

The Directors have not exercised the power to allot and issue any new Shares pursuant to the above general mandate. The Conversion Shares will be issued pursuant to this mandate.

EQUITY FUND RAISING BY THE COMPANY

The Company did not carry out any equity fund raising activities in the 12 months period immediately before the date of this announcement.

PRINCIPAL BUSINESS OF THE COMPANY

The Company is principally engaged in the businesses of (i) insurance; (ii) industrial operations, (iii) investment; and (iv) asset management.

APPLICATION FOR LISTING

Application will be made for the listing of the Convertible Bonds on the Stock Exchange. The Company will also apply to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares.

Completion of the Bond Issue is subject to the satisfaction and/or waiver of the conditions precedent as set out in the Subscription Agreement. In addition, the Subscription Agreement may be terminated in certain circumstances. Please refer to the paragraph headed "THE SUBSCRIPTION AGREEMENT" above for further information.

As the Bond Issue may or may not complete, the Convertible Bonds may or may not be issued and/or the Conversion Shares may or may not be issued or listed, Shareholders and investors are urged to exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, the following expressions shall have the meanings set out below unless the context requires otherwise:

“2011 Notes”	the US\$300,000,000 7.5% senior notes due 2016 of the Company
“2013 Notes”	the US\$400,000,000 6.875% senior notes due 2020 issued by Sparkle Assets Limited, an indirect subsidiary of the Company, and guaranteed by the Company
“Agency Agreement”	a paying and conversion agency agreement to be entered into between the Bond Issuer, the Company, the Trustee and the paying agents
“Board”	the board of Directors
“Bondholder(s)”	holder(s) of the Convertible Bonds from time to time
“Bond Issue”	the subscription and issue of the Convertible Bonds pursuant to the Subscription Agreement
“Bond Issuer”	Logo Star Limited, a company incorporated under the laws of the British Virgin Islands with limited liability and which is an indirect wholly owned subsidiary of the Company
“Closing Date”	the date (expected to be on 22 November 2013 or such other date as the Company and the Joint Lead Managers may agree) on which the Convertible Bonds are issued
“Company”	Fosun International Limited (復星國際有限公司), a company incorporated under the laws of Hong Kong and whose shares are listed and traded on the main board of the Stock Exchange

“connected person”	has the meaning given to it in the Listing Rules
“Conversion Price”	the price per Share at which the Shares will be issued upon conversion and the initial conversion price being HK\$10.00 per Share (subject to adjustment)
“Conversion Shares”	Shares to be allotted and issued by the Company upon conversion of the Convertible Bonds
“Convertible Bonds”	the HK\$3,875,000,000 1.50% guaranteed convertible bonds due 2018 to be issued by the Bond Issuer
“Coupon”	1.50% per annum, payable semi-annually in arrear
“Directors”	the directors of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Intercreditor Agreement”	the intercreditor agreement dated 30 January 2013 and entered into between, among others, the Company, the subsidiary guarantor pledgors and The Bank of New York Mellon as the trustee for the holders of the 2011 Notes and 2013 Notes and as collateral agent
“Joint Global Coordinator”, “Joint Bookrunners” or “Joint Lead Managers”	UBS and Morgan Stanley
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Maturity Date”	22 November 2018

“Morgan Stanley”	Morgan Stanley & Co. International plc. In so far as Morgan Stanley & Co. International plc is “dealing in securities”, as defined in Schedule 5 of the SFO, it shall be doing so through its agent Morgan Stanley Asia Limited and only in circumstances such that none of the sub-provisos (I), (II), (III), (IV) and (V) in sub-paragraph (iv) to the definition of “dealing in securities” in Part 2 of Schedule 5 of the SFO are applicable
“Offering Circular”	the circular in connection with the offering of the Convertible Bonds, to be issued no later than three business days prior to the Closing Date or such other date as may be agreed between the Bond Issuer, the Company and the Joint Lead Managers
“PRC”	The People’s Republic of China, excluding Hong Kong, Macau Special Administrative Region and Taiwan for the purpose of this announcement
“Principal Agent”	The Bank of New York Mellon, London Branch
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Shareholders”	the shareholders of the Company
“Shares”	ordinary shares of HK\$0.10 each in the capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Agreement”	the subscription agreement entered into between the Bond Issuer, the Company and the Joint Lead Managers dated 6 November 2013 in connection with the issue and subscription of the Convertible Bonds
“Trading Day”	a day on which the Stock Exchange is open for dealing business

“Trustee”	The Bank of New York Mellon, London Branch
“Trust Deed”	the trust deed to be entered into by, among others, the Bond Issuer, the Company and the Trustee
“U.S.” or “United States”	the United States of America, its territories and possessions and all areas subject to its jurisdiction
“UBS”	UBS AG, Hong Kong Branch

By Order of the Board
Fosun International Limited
Guo Guangchang
Chairman

Shanghai, the PRC, 7 November 2013

As at the date of this announcement, the executive directors of the Company are Mr. Guo Guangchang, Mr. Liang Xinjun, Mr. Wang Qunbin, Mr. Ding Guoqi, Mr. Qin Xuetao and Mr. Wu Ping; the non-executive director is Mr. Fan Wei; and the independent non-executive directors are Mr. Zhang Shengman, Mr. Andrew Y. Yan, Mr. Zhang Huaqiao and Mr. David T. Zhang.