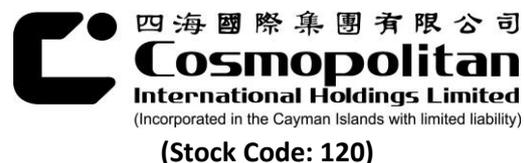


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*This joint announcement appears for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of Cosmopolitan International Holdings Limited.*



**DISCLOSEABLE TRANSACTION  
INVOLVING INVESTMENT IN  
A LOGISTICS SERVICES PROVIDER IN MAINLAND  
CHINA**

**DISCLOSEABLE TRANSACTION  
INVOLVING INVESTMENT IN  
A LOGISTICS SERVICES PROVIDER IN MAINLAND  
CHINA**

**ISSUE OF UNLISTED CONVERTIBLE BONDS  
UNDER GENERAL MANDATE**

On 13 January 2016 (after trading hours), Sunview, a wholly-owned subsidiary of the Company, entered into the Framework Agreement with the Existing Owner and Logistics Shanghai to form a joint venture to invest in Logistics Shanghai, a licensed logistics services provider in the PRC.

Under the Framework Agreement, Sunview and the Existing Owner will subscribe and/or hold 60% and 40% shareholding interests, respectively, in Logistics HK. Upon issuance of 40% shareholding interests to the Existing Owner, Logistics HK will contract to acquire, through its wholly-owned subsidiary, the entire shareholding interests in Logistics Holdco which will wholly own Logistics Shanghai from the Existing Owner. The consideration for the acquisition of Logistics Holdco is HK\$4,150,000, which will be paid in cash.

As part of the transactions contemplated under the Framework Agreement, the Existing Owner has agreed to procure the EO Company, wholly-owned by the Existing Owner, to enter into the Consultancy Agreement with Sunview to procure development and expansion of the logistics business of Logistics Group after completion of the Acquisition. The Group agreed to issue HK\$23,800,000 in principal amount of Convertible Bonds A to a wholly-owned subsidiary of the EO Company as consideration securities to settle the consultancy fee under the Consultancy Agreement.

The Existing Owner has further agreed to be engaged as general manager of Logistics Group and to provide the Non-Competition Undertakings to Sunview not to compete with the business of Logistics Group. The Group will issue HK\$33,250,000 in principal amount of Convertible Bonds B to the EO Company, of which HK\$29,100,000 in principal amount of Convertible Bonds B will be issued in consideration of the Existing Owner providing the Non-Competition Undertakings. The remaining balance of HK\$4,150,000 of Convertible Bonds B will be paid in cash.

The outstanding principal amounts of the Convertible Bonds are convertible into new Shares at the initial Conversion Price of HK\$0.35 per Share. Full conversion of these Convertible Bonds at

the initial Conversion Price will result in an issue of a total of 163,000,000 new Shares, representing about 3.8% of the existing issued Shares or 3.7% of the issued Shares as enlarged by the issue of the Conversion Shares. The Convertible Bonds will be issued on completion of the Acquisition, and will be due for redemption on the fourth anniversary of their issue date unless previously redeemed or converted.

The Existing Owner has also agreed that Logistics Shanghai will also be granted (i) the Lease over the Lease Properties currently owned by the Landlord; and (ii) the Option for Logistics Shanghai to purchase the Option Properties which include the Lease Properties and the contractual interest in certain adjacent land parcel. Further details of the Lease and the Option are set out in this joint announcement.

The Existing Owner and his relevant associates as counterparties to the transactions under the Framework Agreement together with their respective ultimate beneficial owners (if any) are Independent Third Parties to the Company and Century City.

The formation of the joint venture with the Existing Owner by way of investment in the Logistics Group and related transactions under the Framework Agreement constitutes a discloseable transaction for each of the Company and Century City under Chapter 14 of the Listing Rules.

The Company will use the General Mandate in the allotment and issue of the Conversion Shares.

**Shareholders and potential investors should note that the transactions under the Framework Agreement are subject to the conditions precedent being fulfilled and/or waived (as the case may be). Holders of the securities of the Company and Century City and their potential investors are reminded to exercise caution when dealing in the securities of the Company and Century City.**

## 1. THE FRAMEWORK AGREEMENT

On 13 January 2016 (after trading hours), Sunview (a wholly-owned subsidiary of the Company) entered into the Framework Agreement with the Existing Owner and Logistics Shanghai on the following material terms.

### 1.1 Date:

13 January 2016

### 1.2 Parties:

- (a) Sunview, a wholly-owned subsidiary of the Company;
- (b) the Existing Owner; and
- (c) Logistics Shanghai

To the best of the knowledge, information and belief of the directors of the Company and Century City, having made all reasonable enquiries, the Existing Owner and Logistics Shanghai and its ultimate beneficial owners are Independent Third Parties to the Company and Century City.

### 1.3 Subscription and Acquisition:

*Subscription* – Sunview will be the initial sole shareholder holding 6 shares issued at HK\$1 each in the share capital of Logistics HK. Under the Framework Agreement, Logistics HK will issue 4 new shares, at HK\$1 each, to the Existing Owner. On completion of the Subscription, Sunview and the Existing Owner will have 60% and 40% shareholdings, respectively, in Logistics HK.

*Acquisition* – Upon completion of the issue of 4 new shares of Logistics HK to the Existing Owner, Logistics HK will through its wholly owned subsidiary contract to acquire the entire shareholding interests in Logistics Holdco from the Existing Owner for the consideration of the Acquisition of HK\$4,150,000 payable in cash.

The consideration of the Acquisition was agreed after arm's length negotiations between Sunview and the Existing Owner with reference to the registered capital of Logistics Shanghai (a wholly-owned subsidiary of Logistics Holdco) in the amount of RMB3.5 million and the undertaking that the net asset value of Logistics Shanghai would not be less than RMB3 million on completion of the Acquisition. Sunview has conditionally agreed to provide or procure interest free shareholder's loan to Logistics HK (or its subsidiary) for funding the Acquisition. On completion of the Acquisition, the Group will arrange to assign 40% of the rights and benefits of such shareholder's loan to the Existing Owner at a nominal consideration to reflect its proportionate 40% shareholding in Logistics HK.

The completion of the Subscription is conditional on the conditions precedent being satisfied, including inter alia:

- (i) the Reorganisation as detailed below having been duly completed;
- (ii) Sunview being satisfied as to the financial, legal and business aspects of the results of the due diligence investigation of the affairs of Logistics Holdco and Logistics Shanghai;
- (iii) the formal legal documentation to give effect to the transactions contemplated under the Framework Agreement as summarized below having been duly executed by the relevant parties (other than Sunview and its associates);
- (iv) the regulatory approvals required for the issue of the Convertible Bonds and Conversion Shares under the Listing Rules being obtained; and
- (v) the shareholders and/or the board of directors of Sunview and the Company passing resolutions to approve the Subscription and the relevant transaction documents.

On completion of the Subscription, the Existing Owner as transferor shall enter into an equity transfer agreement with a wholly-owned subsidiary of Sunview as transferee to effect the Acquisition. The completion of the Acquisition is subject to, inter alia, the relevant registration and filings procedures under the relevant laws of the PRC being obtained and the absence of material adverse change affecting the transactions under the Framework Agreement. The Existing Owner shall procure that in respect of the existing tenancy agreements made by the Landlord and third party tenants thereof, the Landlord shall contract with Logistics Shanghai to hold the economic benefits thereunder for Logistics Shanghai from completion of the Acquisition. The Existing Owner further

undertakes the Landlord to procure its existing logistics or courier services agreements made with other parties will be transferred to (or replaced by new agreements with) Logistics Holdco within three months after the completion of the Acquisition and Logistics Holdco shall be entitled to all the economic benefits thereunder.

If the conditions are not satisfied on or before 60 days from the date of the Framework Agreement (or such other date as may be agreed by the parties in writing) or waived (as the case may be) by the relevant party, the Subscription and the Acquisition will not proceed. The defaulting party shall be liable for the loss and damages suffered by the non-defaulting party and shall also indemnify the non-defaulting part(ies) for the tax liabilities incurred as a result of the transactions contemplated under the Framework Agreement.

#### 1.4 Reorganisation

The registered capital of Logistics Shanghai is currently RMB500,000 and owned as to 95% by the Existing Owner with the remaining 5% owned by another third party. As a condition precedent to the Subscription, the Existing Owner has agreed to undertake the Reorganisation, under which the registered capital of Logistics Shanghai will be increased to RMB3.5 million and fully paid up and the entire shareholding interests in Logistics Shanghai shall be directly and solely held by Logistics Holdco.

#### 1.5 Other transactions under the Framework Agreement

##### (a) Shareholders agreement

Sunview, Existing Owner and Logistics HK will enter into a shareholders agreement as part of the Subscription with respect to Logistics HK and its subsidiaries and to provide for the following matters.

Sunview will provide or procure advancement of HK\$4,150,000 as its initial shareholder's loan to fund the Acquisition. After the Acquisition, Sunview will arrange to provide up to RMB25 million for a term of six years to Logistics Group to fund its working capital. The loan will carry interest at 5% per annum. The total capital commitments of the Group by these shareholder's loans amounts to approximately HK\$33.7 million. Funding calls by Logistics HK on its shareholders to advance further shareholder's loans are subject to unanimous decision of the board of directors of Logistics HK. Such calls shall be made on both shareholders pro rata to their shareholdings in Logistics HK.

Distributions of dividends will not be made by Logistics HK unless it has fully repaid the outstanding shareholder loans in principal amount of RMB25 million and accrued interest due to Sunview. Thereafter, Sunview has priority right to receive in aggregate RMB48 million (or RMB28 million if Sunview receives refund of the consultancy fee of HK\$23,800,000 under the Consultancy Agreement as detailed below). Subject to the above arrangement and provisions of the shareholders agreement, Sunview and the Existing Owner shall be entitled to distributions by Logistics Group in proportion to their shareholdings in Logistics HK.

The board of directors of Logistics HK shall have 5 directors. Sunview and the Existing Owner have rights to appoint up to 3 and 2 directors respectively.

(b) Consultancy Agreement

As part of the transactions under the Framework Agreement, the Existing Owner will procure the EO Company, wholly-owned by the Existing Owner, to enter into the Consultancy Agreement with Sunview to procure development and expansion of the logistics business of Logistics Group after completion of the Acquisition to achieve the prescribed target scale ("**Target Business Scale**"). The logistics and warehousing spaces under the new business to be developed by Logistics Group for the purpose of achieving the Target Business Scale should reach 120,000 square meters and the new business developed should record profits after tax for 3 consecutive months under the relevant financial reporting standards and regulations set out in the Framework Agreement. The Target Business Scale should be achieved within a period of 4 years commencing after expiry of 2 months from the date on which Sunview has provided RMB10 million as shareholder's loan to Logistics Group for development of its business. The 4 years period may be extended to accommodate delay in advancing such shareholder's loan from Sunview for up to a year. In case the delay of advancement of loan from Sunview exceeds a year, the Target Business Scale is taken as fulfilled.

The Group will issue, upon completion of the Acquisition, Convertible Bonds A to a wholly-owned subsidiary of the EO Company to settle the sum of HK\$23,800,000 as the consultancy fee payable under the Consultancy Agreement. If the Target Business Scale is not achieved within the prescribed period, the EO Company shall refund the entire sum of the consultancy fee to the Group in cash or return of Convertible Bonds A for cancellation. The consultancy fee was determined after arm's length negotiation between the parties after taking into account the expected additional income to be generated by the new business with lettable area of more than 3 times of the Lease Properties.

As security for the performance of the obligations and undertakings by the EO Company under the Consultancy Agreement, Sunview will obtain a share charge over the corporate holder (a wholly-owned subsidiary of the EO Company) of Convertible Bonds A and a share charge over the 40% shareholding interests in Logistics HK held by the Existing Owner. In addition, the corporate holder of Convertible Bonds A will further provide a non-disposal undertaking not to dispose of Convertible Bonds A at price below their face value and any Conversion Shares at below the Conversion Price, and will further grant in favour of Sunview a charge over the cash proceeds from their disposal up to HK\$23,800,000.

(c) Non-Competition Undertakings

Upon completion of the Acquisition, the Existing Owner will be appointed as general manager of the companies under the Logistics Group including Logistics Shanghai and provide the Non-Competition Undertakings to Sunview not to compete with Logistics Group for 10 years after completion of the Acquisition for a total consideration of HK\$29,100,000.

The Group will issue, upon completion of the Acquisition, in principal amount of HK\$33,250,000 Convertible Bonds B to the EO Company of which HK\$4,150,000 will be paid in cash. The remaining amount of HK\$29,100,000 of Convertible Bonds B is issued to settle the equivalent amount of the consideration to the Existing Owner under the Non-Competition Undertakings.

The consideration was determined after arm's length negotiation between the parties after taking into account the entrepreneur skills and business network of the Existing Owner.

(d) Lease and Option

On completion of the Acquisition, Logistics Shanghai shall be granted the Lease over the Lease Properties by the Landlord for the business operations of Logistics Group including warehousing services. The Lease Properties comprise factory premises with an aggregate lettable area of about 39,700 square meters situated at Pudong, Shanghai, the PRC.

The term of the Lease will be initially 3 years commencing on completion of the Acquisition, with option rights for Logistics Shanghai to renew the Lease on every three year basis after expiry of the initial term up to another 7 more years. In the event of early termination of the Lease, not due to default of Sunview or Logistics Shanghai, Sunview shall be entitled to compensation in a sum equals to RMB10 million multiplied by the number of years in the remaining ten-year term of the Lease. If the Lease is terminated as a result of compulsory acquisition or eviction of land by the government authorities, the maximum compensation to Sunview so calculated is limited to RMB50 million. The Landlord has the right to terminate the Lease after the sixth anniversary of the Lease. This early termination right can only be exercised if (i) the Target Business Scale has been fulfilled within the stipulated period; (ii) full repayment of the outstanding shareholder's loan in principal amount of RMB25 million and accrued interest thereon have been received by Sunview; (iii) Logistics HK has a distributable profits of RMB48 million which Sunview shall reinvest as shareholder's loan to Logistics HK; (iv) Logistics HK has recorded a net profit for the latest full financial year of not less than RMB12 million, of which not less than 60% is attributable to the new business developed meeting the Target Business Scale and (v) compliance of the then applicable Listing Rules.

Under the Lease, the annual rentals to the Landlord shall be approximately (i) RMB2.9 million for each of the first three years; (ii) RMB3.3 million for the 4<sup>th</sup> year; (iii) RMB3.6 million for the 5<sup>th</sup> year; (iv) RMB3.9 million for the 6<sup>th</sup> and 7<sup>th</sup> year respectively; (v) RMB4.2 million for the 8<sup>th</sup> year; (vi) RMB4.3 million for the 9<sup>th</sup> year; and (vii) RMB4.5 million for the 10<sup>th</sup> year.

The annual rentals are calculated by references to agreed rate per square meter per day for the areas of the Lease Properties, which were determined by the parties through arm's length negotiation after having taken into account, among other things, the prevailing market rental rates for the Lease Properties.

Logistics Shanghai will also be granted, on completion of the Acquisition, an option to purchase the Option Properties. The Option Properties include the Lease Properties and the contractual interest in certain adjacent land parcel of about 13,300 square meters in Shanghai to be developed.

The Option is exercisable by Logistics Shanghai at its discretion within 3 years after completion of the Acquisition. The exercise price is RMB200 million which was determined by the parties through arm's length negotiation after having taken into account, among other things, the prevailing market price for the Option Properties and its development potential.

In the event that the Lease is renewed or the Option is exercised, the Company will comply with the then prevailing requirements of the Listing Rules if and when it is required to do so.

1.6 The Convertible Bonds will be issued by the Issuer, a wholly-owned subsidiary of the Company on the following terms:

*Principal amount and issue price:*

The Convertible Bonds A and Convertible Bonds B in principal amounts of HK\$23,800,000 and HK\$33,250,000 respectively will be issued by the Issuer at 100% of their principal amounts.

*Other terms:*

The other terms of Convertible Bonds A and Convertible Bonds B are identical to each other as set out below. The following references to “Convertible Bonds” are references to Convertible Bonds A or Convertible Bonds B as the case may be:

Guarantor:	The Company will guarantee the performance of the Issuer under the Convertible Bonds.
Maturity date and redemption price:	The Convertible Bonds shall be redeemed by the Issuer in full on the fourth anniversary of the date of issue (“ <b>Maturity Date</b> ”) at 100% of the outstanding principal amount of the Convertible Bonds.
Early Redemption:	<p>The Issuer may exercise right to early redeem any Convertible Bonds at 100% of the outstanding principal amount of the relevant Convertible Bonds on or after the first anniversary of the date of issue of the Convertible Bonds:</p> <p>(a) if the average daily closing price per share (calculated over any period of 30 consecutive trading days commencing at any time on or after the first anniversary of the date of issue of the Convertible Bonds) is not less than 130% of the Conversion Price and the average daily trading volume over the same 30 trading days period is at least HK\$5 million, provided that such period shall end on a date before the date of issue of the redemption notice by the Issuer; or</p> <p>(b) if not less than 90 per cent. principal amount of the Convertible Bonds originally issued has already been converted, redeemed or purchased and cancelled.</p> <p>The Issuer may exercise the early redemption right on giving 40 trading days’ (“notice period”) notice to the holders specifying the early redemption date to fall 40 trading days after the date of such notice. The exercise of such right is subject to (i) the average daily closing price per share, calculated over the notice period, not being less than 130% of the Conversion Price and (ii) the average daily trading volume calculated over the notice period not being less than HK\$5 million. If any of these 2 conditions are not satisfied, the early redemption date will automatically be deferred to a later trading day so that the average daily closing price per share and the average daily trading volume, in each case calculated over the relevant 40 trading days within the notice period as extended satisfied the above criteria. The Issuer shall notify</p>

	<p>the holders of the Convertible Bonds to be redeemed about the deferred early redemption date in writing.</p> <p>Any Convertible Bonds redeemed by the Issuer shall not be reissued.</p>
Interest/coupon rate:	Nil
Conversion right/period:	The outstanding Convertible Bonds may be converted in whole or in part (in an integral multiple of HK\$500,000) into new Conversion Shares at the Conversion Price. The conversion right may be exercised from the date of issue of the Convertible Bonds until the Maturity Date.
Conversion Price:	<p>The initial Conversion Price will be HK\$0.35 per Conversion Share representing:</p> <p>(a) a premium of approximately 6.06% over the closing price of HK\$0.330 per Share as quoted on the Stock Exchange on the date of this joint announcement;</p> <p>(b) a premium of approximately 4.17% over the average closing price of HK\$0.336 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the date of this joint announcement; and</p> <p>(c) a premium of approximately 1.16% over the average closing price of HK\$0.346 per Share as quoted on the Stock Exchange for the last ten consecutive trading days immediately prior to the date of this joint announcement.</p> <p>The Conversion Price is subject to adjustments which will arise as a result of, among others, consolidation or subdivision or re-classification of Shares, capitalization of profits or reserves, capital distribution and certain other dilutive events.</p>
Ranking of the Conversion Shares:	The Conversion Shares shall rank pari passu in all respects with all other existing Shares in issue at the date on which a notice is given for the exercise of conversion rights and be entitled to all dividends and other distributions, the record date of the dividends and other distributions on the Shares being on or after the date on which the notice for the exercise of conversion rights is given.
Voting:	Holders of the Convertible Bonds will not be entitled to receive notice of, attend or vote at any meeting of the Company by reason only of it being holder of the Convertible Bonds.
Transferability:	The Convertible Bonds may be transferred by the holders unless otherwise agreed between the Issuer and the holders.

Listing:	<p>No application has been or will be made for the listing of, or permission to deal in, the Convertible Bonds on the Stock Exchange or any other stock exchange.</p> <p>An application will be made to the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares to be issued on exercise of the conversion rights attaching to the Convertible Bonds.</p>
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Impact of full conversion of all of the Convertible Bonds on shareholdings of the Company is illustrated below:

	As at the date of this joint announcement:		Full conversion of the Convertible Bonds <sup>(Note 1)</sup> before conversion of the other convertible securities of the Company <sup>(Note 2)</sup>		Full conversion of the Convertible Bonds <sup>(Note 1)</sup> and full conversion of the other convertible securities of the Company <sup>(Note 2)</sup>	
	No. of Shares	Approximate shareholding percentage	No. of Shares	Approximate shareholding percentage	No. of Shares	Approximate shareholding percentage
P&R Group	2,731,316,716	64.3%	2,731,316,716	61.9%	7,414,777,773	78.6%
Regal Group	263,460,000	6.2%	263,460,000	6.0%	263,460,000	2.8%
Directors	3,649,101	0.1%	3,649,101	0.1%	3,649,101	0.0%
Holders of Convertible Bonds	-	-	163,000,000	3.7%	163,000,000	1.7%
Other Shareholders	1,252,030,029	29.4%	1,252,030,029	28.3%	1,593,098,837	16.9%
<b>Total</b>	<b>4,250,455,846</b>	<b>100%</b>	<b>4,413,455,846</b>	<b>100%</b>	<b>9,437,985,711</b>	<b>100%</b>

Notes:

(1) It is based on full conversion of the Convertible Bonds at the initial Conversion Price of HK\$0.35 per Share.

(2) Full conversion of the other convertible securities of the Company, which comprise convertible preference shares, existing convertible bonds and optional convertible bonds, will result in 5,024,529,865 new Shares being allotted and issued.

## 2. INFORMATION ON THE LOGISTICS SHANGHAI

Logistics Shanghai is a licensed logistics services provider in the PRC. It provides logistics and warehousing services and operates distribution service centers and depots in Shanghai. It is currently owned as to 95% by the Existing Owner. The other members of Logistics Group have not been incorporated as at the date of this joint announcement.

Based on the information provided by the Existing Owner, Logistics Shanghai has not formally commenced business operations before 2015 and the unaudited net loss of Logistics Shanghai is approximately RMB3.7 million for the 11-month period ended 30 November 2015. As most of the logistics business were conducted directly by the Existing Owner or through the Landlord (which arrangements shall cease upon completion of the Acquisition and the Non-Competition Undertakings becoming effective), Logistics Shanghai has recorded relatively minimal business operation results during 2015.

### **3. REASONS FOR, AND BENEFITS OF, THE TRANSACTIONS**

The Group is principally engaged in property development and investment, securities investment and other investments. The Group is presently undertaking three major property development projects in the PRC, including in Chengdu, Tianjin and Xinjiang.

The Company is a listed subsidiary of Century City. Century City Group is principally engaged in property development and investment, construction and building related businesses, hotel ownership, hotel operation and management, asset management, aircraft ownership and leasing business and other investments including financial assets investments.

The Group intends to identify and explore suitable projects and/or investments with good profit potential to diversify the Group's business and enhance returns to the Group. The Board considers that the Group's investment in the Logistics Group is in line with its investment strategy. The Group anticipates that with this joint venture to be established with the Existing Owner, the Group will be able to diversify and broaden its business portfolio through the expansion and development of the business of the Logistics Group and to capitalize on the increasing demands for logistics services market by e-commerce merchants in Mainland China. The Directors believe that the terms of the transactions under the Framework Agreement taken as a whole are fair and reasonable and in the interests of the Shareholders as a whole.

Upon completion of the Acquisition, the Group will be interested in 60% of the equity interest in the Logistics Group and any subsidiary of the Logistics Group will become a non-wholly-owned subsidiary of the Company.

The directors of Century City consider that the terms of the Framework Agreement are fair and reasonable and in the interests of Century City and its shareholders as a whole are concerned.

### **4. FUND RAISING ACTIVITIES DURING THE PAST TWELVE MONTHS AND THE LISTING RULES IMPLICATIONS**

The Conversion Shares will be allotted and issued pursuant to the General Mandate. As at the date of this joint announcement, the Company has not allotted and issued any Shares under the General Mandate which has authorized the Directors to allot and issue up to 850,091,169 new Shares. The Conversion Shares will utilize 163,000,000 out of the 850,091,169 new Shares issuable under the General Mandate.

The Group entered into the Framework Agreement to invest in the Logistics Group as a joint venture with the Existing Owner. The transactions to be undertaken by the Group in respect of such investment under the Framework Agreement constitute a discloseable transaction for each of the Company and Century City under Chapter 14 of the Listing Rules because in both cases the highest of the applicable percentage ratios as defined in Rule 14.07 of the Listing Rules in respect such investment is above 5% but under 25%.

The Company has not conducted any fund raising activities on any issue of equity securities in the past twelve months immediately prior to the date of this joint announcement.

**Shareholders and potential investors should note that the completion of the Acquisition and as a result the completion of the issuance and subscription of the Convertible Bonds are subject to the conditions precedent, material particulars of which are set out in the section headed "The Framework Agreement" in this joint announcement to be fulfilled and/or waived (as the case**

may be), and therefore, may or may not be taken place. Holders of the securities of the Company and Century City and their potential investors are reminded to exercise caution when dealing in the securities of the Company and Century City.

## 5. DEFINITIONS

The following expressions in this joint announcement have the meanings set out below unless the context requires otherwise:

“Acquisition”	the acquisition by a wholly-owned subsidiary of Logistics HK of the entire shareholding interests in Logistics Holdco at HK\$4,150,000
“associate”	has the same meaning ascribed to that term in Chapter 14A of the Listing Rules
“Board”	the board of Directors
“Century City”	Century City International Holdings Limited, a company incorporated in Bermuda, the issued ordinary shares of which are listed on the Main Board of the Stock Exchange (stock code: 355)
“Century City Group”	Century City and its subsidiaries
“Company”	Cosmopolitan International Holdings Limited, a company incorporated in the Cayman Islands, the issued ordinary shares of which are listed on the Main Board of the Stock Exchange (stock code: 120)
“connected person”	has the meaning ascribed to such term in the Listing Rules
“Consultancy Agreement”	the consultancy agreement to be made between Sunview and EO Company for the engagement of the EO Company as a consultant to Logistics Group pursuant to the Framework Agreement, the material terms of which are disclosed in this joint announcement
“Conversion Price”	the conversion price of the Convertible Bonds, being HK\$0.35 per Share initially (subject to adjustment)
“Conversion Shares”	the new Shares to be allotted and issued on conversion of the Convertible Bonds
“Convertible Bonds A”	convertible bonds in the principal amount of HK\$23,800,000 to be issued by the Issuer on completion of the Acquisition, the material terms and conditions of which are set out in this joint announcement
“Convertible Bonds B”	convertible bonds in the principal amount of HK\$33,250,000 to be issued by the Issuer on completion of the Acquisition, the material terms and conditions of which are set out in this joint announcement
“Convertible Bonds”	Convertible Bonds A and Convertible Bonds B and “Convertible Bonds” refers to any of them

“Directors”	the directors of the Company
“Existing Owner”	a PRC citizen who is a 95% shareholder of Logistics Shanghai
“EO Company”	a company limited by shares to be incorporated and wholly-owned by the Existing Owner
“Framework Agreement”	框架协议(framework agreement) dated 13 January 2016 between Sunview, the Existing Owner and Logistics Shanghai in relation to, inter alia, investments in Logistics HK and Logistics Shanghai
“General Mandate”	the general mandate to issue and allot up to 850,091,169 new Shares granted at the general meeting of the Company on 3 June 2015
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Third Party”	in relation to a listed issuer (as defined in the Listing Rules), a third party who, to the best knowledge, information and belief of the directors of the listed issuer after having made all reasonable enquiry, is independent of the listed issuer and its connected persons
“Issuer”	a wholly-owned subsidiary of the Company
“Landlord”	the Existing Owner’s associate which will be procured by the Existing Owner to lease the Lease Properties to Logistics Shanghai under the Lease
“Lease”	the lease of the Lease Properties to be granted by the Landlord to Logistics Shanghai under the Framework Agreement
“Lease Properties”	the real properties in Shanghai subject to the Lease, further particulars of which are set out in this joint announcement
“Logistics Group”	Logistics HK and its subsidiaries following completion of the Acquisition, including Logistics Holdco and Logistics Shanghai
“Logistics HK”	a company limited by shares to be incorporated in Hong Kong and owned as to 60% and 40% by Sunview and the Existing Owner respectively after completion of the Subscription
“Logistics Holdco”	a new company to be established in the PRC and wholly-owned by Existing Owner, as the sole and direct holding company of the entire shareholding interests of Logistics Shanghai

“Logistics Shanghai”	上海久辉快递有限公司 (Shanghai Jiuhui Express Courier Limited Company*), a private logistics and leasing business undertaking in Shanghai, the PRC, currently owned as to 95% by the Existing Owner, with the remaining 5% owned by another person who is also an Independent Third Party to the Company and Century City
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Non-Competition Undertakings”	the non-competition undertakings to be given by the Existing Owner in favour of Sunview on completion of the Acquisition under the Framework Agreement
“PRC”	the People’s Republic of China
“P&R Group”	P&R Holdings Limited 百富控股有限公司 and its subsidiaries
“Option”	the option right to be granted by the Landlord to Logistics Shanghai on completion of the Acquisition
“Option Properties”	the Lease Properties and the contractual interest in certain adjacent land parcel being the subject of the Option, further particulars of which are set out in this joint announcement
“Regal”	Regal Hotels International Holdings Limited, a company incorporated in Bermuda, the issued ordinary shares of which are listed on the Main Board of the Stock Exchange (stock code: 78)
“Regal Group”	Regal and its subsidiaries
"Reorganisation"	the reorganisation exercise required to be completed before completion of the Subscription pursuant to the Framework Agreement
"RMB"	Renminbi Yuan, the lawful currency of the PRC
"Shareholders"	the shareholders of the Company
“Shares”	shares in the ordinary share capital of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subscription"	the subscription for 4 new shares of Logistics HK by the Existing Owner at HK\$1 per share and otherwise on the terms set out in the Framework Agreement

“Sunview”

Sunview Vision Limited 景陽有限公司, a wholly-owned subsidiary of the Company

By order of the board of directors of  
**Century City International Holdings Limited**  
**Eliza Lam Sau Fun**  
Secretary

By order of the board of directors of  
**Cosmopolitan International Holdings Limited**  
**Eliza Lam Sau Fun**  
Secretary

Hong Kong, 13 January 2016

As at the date of this joint announcement, the board of directors of Century City comprises the following members:

**Executive directors:**

Mr. LO Yuk Sui  
*(Chairman and Chief Executive Officer)*  
Mr. Jimmy LO Chun To *(Vice Chairman)*  
Miss LO Po Man *(Vice Chairman)*  
Mr. Kenneth NG Kwai Kai  
*(Chief Operating Officer)*  
Mr. Donald FAN Tung  
Mr. Kelvin LEUNG So Po

**Independent non-executive directors:**

Mr. Anthony CHUANG  
Mr. NG Siu Chan  
Mr. WONG Chi Keung

As at the date of this joint announcement, the board of directors of the Company comprises the following members:

**Executive directors:**

Mr. LO Yuk Sui  
*(Chairman and Chief Executive Officer)*  
Mr. Jimmy LO Chun To  
*(Vice Chairman and Managing Director)*  
Miss LO Po Man *(Vice Chairman)*  
Mr. Kenneth WONG Po Man  
*(Chief Operating Officer)*  
Mr. Kelvin LEUNG So Po  
*(Chief Financial Officer)*  
Mr. Daniel BONG Shu Yin  
Mr. Kenneth NG Kwai Kai

**Non-executive director:**

Mr. Francis BONG Shu Ying

**Independent non-executive directors:**

Ms. Alice KAN Lai Kuen  
Mr. LEE Choy Sang  
Mr. David LI Ka Fai  
Hon. Abraham SHEK Lai Him, GBS, JP

*\*English translation or transliteration of Chinese names or designations is not official.*