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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

ACQUISITION OF EQUITY INTEREST IN IRONSHORE INC.

THE EQUITY PURCHASE AGREEMENT

The Board is pleased to announce that the Company and the Purchaser (an indirect wholly-owned subsidiary of the Company) entered into the Equity Purchase Agreement on 17 August 2014 with Ironshore, pursuant to which the Purchaser agreed to purchase and Ironshore agreed to issue and sell to the Purchaser, its class A ordinary shares, par value USD0.01 per share, representing 20% of the total outstanding ordinary shares of Ironshore, on a Fully Diluted Basis, as of the Closing and after giving effect to the Capital Return Transaction for a total consideration of USD463,831,645, subject to adjustment.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) in relation to the Acquisition exceeds 5% and is less than 25%, the Acquisition constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to notification and announcement requirements under the Listing Rules.

INTRODUCTION

The Board is pleased to announce that the Company and the Purchaser (an indirect wholly-owned subsidiary of the Company) entered into the Equity Purchase Agreement on 17 August 2014 with Ironshore, pursuant to which the Purchaser agreed to purchase and Ironshore agreed to issue and sell to the Purchaser, its class A ordinary shares, par value

USD0.01 per share, representing 20% of the total outstanding ordinary shares of Ironshore, on a Fully Diluted Basis, as of the Closing and after giving effect to the Capital Return Transaction (the “**Subject Shares**”) for a total consideration of USD463,831,645, plus (or minus) 1.246 times 20% of the Operating Income for the period commencing on the date after 30 June 2014 through the end of the fiscal quarter immediately preceding the Closing (the “**Purchase Price**”).

THE EQUITY PURCHASE AGREEMENT

Date: 17 August 2014 (U.S. time)

Parties: Mettlesome Investments Limited, as the Purchaser;
The Company; and
Ironshore, as the seller and the issuer

To the best of the Directors’ knowledge, information and belief, having made all reasonable enquiry, Ironshore and its ultimate beneficial owners are third parties independent of the Company and connected persons of the Company, and are not themselves connected persons of the Company.

Subject Shares: Subject to the terms and conditions of the Equity Purchase Agreement, the Purchaser agreed to purchase and Ironshore agreed to issue and sell to the Purchaser, its class A ordinary shares, par value USD0.01 per share, representing 20% of the total outstanding ordinary shares of Ironshore, on a Fully Diluted Basis, as of the Closing and after giving effect to the Capital Return Transaction.

Consideration and Payment Terms: The Purchase Price shall be USD463,831,645, plus (or minus) 1.246 times 20% of the Operating Income for the period commencing on the date after 30 June 2014 through the end of the fiscal quarter immediately preceding the Closing, which in any event shall not exceed USD477,887,150 or be less than USD456,803,893. The Purchase Price will be paid upon Closing, which shall be satisfied by a combination of the Company’s own fund and external financing.

The Purchase Price was determined at arm’s length negotiations between the Purchaser and Ironshore and calculated by multiplying USD16.50 by 20% of the total outstanding ordinary shares of Ironshore.

The audited net profits (both before and after taxation) attributable to equity holders of Ironshore for the two fiscal years immediately preceding the Acquisition are as follows:

	For the year ended 31 December	
	2013	2012
	(audited)	(audited)
	<i>approximately</i>	<i>approximately</i>
	<i>USD million</i>	<i>USD million</i>
Net profit before tax and extraordinary items	103.27	133.19
Net profit after tax and extraordinary items	97.54	131.58

The audited total assets and net assets of Ironshore was approximately USD5,760.44 million and USD1,742.44 million as at 31 December 2013. The unaudited net assets of Ironshore was approximately USD1,860.51 million as at 30 June 2014.

Conditions to Closing:

The respective obligations of the Purchaser and Ironshore to consummate the Acquisition are subject to the satisfaction (or waiver) as of the Closing of the conditions contemplated by the Equity Purchase Agreement, inter alia, the following:

1. there is no injunction, judgment, order or decree shall have been entered or issued by any applicable governmental entity having jurisdiction over the Company or the Purchaser restraining or prohibiting the consummation of Closing;
2. all necessary approvals and consents from all relevant insurance regulatory authorities in United States of America, United Kingdom, Ireland and Bermuda in connection with the Acquisition having been obtained;
3. all necessary filing and/or notification requirements have been made under the Hart-Scott-Rodino Anti-trust Improvements Act of 1976, as amended; and
4. each of the representations and warranties of the Company in the Equity Purchase Agreement shall have been true and correct when given or made and shall remain true and correct up to and including the Closing Date as if given and made at the Closing Date.

Closing:

The closing of the purchase and sale of the Subject Shares (the “**Closing**”) shall take place on the third Business Day following the satisfaction or waiver by the Purchaser and/or Ironshore, as applicable, of all the

conditions set forth in the Equity Purchase Agreement or on such other date as may be mutually agreeable to Ironshore and the Purchaser (such date, the “**Closing Date**”).

Upon consummation of the Acquisition (including the Capital Return Transaction), the Purchaser will be the largest shareholder of Ironshore.

Other Terms: Ironshore will apply all of the proceeds from the issue and sale of the Subject Shares to the Purchaser to consummate the Capital Return Transaction.

The Purchaser has the right to nominate two directors to the board of Ironshore.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Group has been endeavouring determined efforts in establishing insurance as its core business and developing insurance as one of the key growth engines of the Group. The Group regards the development of the insurance business as a premium path in connecting the Group’s investment capability to long-term high-quality capital. The Acquisition will further expand the Group’s insurance business and strengthen the Group’s capability to access long-term high-quality capital.

The parties will explore areas of cooperation and collaboration that may provide mutual benefits by leveraging respective areas of management expertise, geographic reach, industry relationships and operating capabilities, thereby enhancing the global strength of both parties.

The Directors (including the independent non-executive Directors) are of the view that the Acquisition is in the ordinary and usual course of business of the Group, and that the terms of the Equity Purchase Agreement are on normal commercial terms, fair and reasonable and in the interest of the Company and its shareholders as a whole.

LISTING RULES IMPLICATIONS

As one of the applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) in relation to the Acquisition exceeds 5% and is less than 25%, the Acquisition constitutes a discloseable transaction for the Company under Chapter 14 of the Listing Rules and is subject to notification and announcement requirements under the Listing Rules.

GENERAL INFORMATION OF THE PARTIES

The Company

The principal businesses of the Company include (i) insurance; (ii) industrial operations; (iii) investment; and (iv) asset management.

The Purchaser

Mettlesome Investments Limited, an indirectly wholly-owned subsidiary of the Company, is principally engaged in investment holding.

Ironshore

Ironshore Inc., a holding company, that through its subsidiaries provides broker-sourced specialty commercial property and casualty coverages for varying risks on a global basis through its multiple international platforms.

DEFINITIONS

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

“Acquisition”	the acquisition of the Subject Shares pursuant to the Equity Purchase Agreement
“Board”	the board of the Directors
“Business Day”	any day, other than a Saturday, Sunday, or any other date in which banks located in New York, New York are closed for business as a result of federal, state or local holiday
“Capital Return Transaction”	repurchases of class A ordinary shares of Ironshore, in an aggregate amount equal to the aggregate amount of Purchase Price paid by the Purchaser for the Subject Shares in accordance with the Equity Purchase Agreement; provided, however, no ordinary shares of Ironshore beneficially owned by the Purchaser or any related persons, including the Subject Shares purchased by the Purchaser pursuant to the Equity Purchase Agreement, shall be permitted to take part in any Capital Return Transaction
“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 Hong Kong

	Stock Exchange
“Directors”	the directors of the Company
“Equity Purchase Agreement”	the equity purchase agreement dated 17 August 2014 entered into among the Company, the Purchaser and Ironshore in relation to the Acquisition
“Fully Diluted Basis”	reflecting dilution from options, warrants and restricted share units using the treasury stock method consistent with such method used in the preparation of the Ironshore Historical Audited Financial Statements
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People's Republic of China
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Ironshore”	Ironshore Inc., an exempt company with limited liability incorporated under the laws of the Cayman Islands, being the seller and the issuer under the Equity Purchase Agreement
“Ironshore Historical Audited Financial Statements”	audited consolidated balance sheets of Ironshore as of 31 December 2012 and 2013, and the related statements of operations and comprehensive income and cash flows (or the equivalent) for the respective twelve-month periods then ended
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“Operating Income”	for any period, net income (loss) attributable to Ironshore, excluding net unrealized investment gains or losses (and the tax effects thereof) and net foreign exchange gains or losses (and the tax effects thereof), in each case for such period, each such item calculated in accordance with US GAAP
“Purchaser”	Mettlesome Investments Limited, a company incorporated in Hong Kong with limited liability and an indirectly wholly-owned subsidiary of the Company as at the date of this announcement, being the purchaser under the Equity Purchase Agreement
“USD”	United States dollar, the lawful currency of the United States

of America

“US GAAP” United States generally accepted accounting principles applied on a basis consistent with the Ironshore Historical Audited Financial Statements

By Order of the Board
Fosun International Limited
Guo Guangchang
Chairman

Shanghai, the PRC, 18 August 2014

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 Xuetang 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.