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CHINA FINANCIAL INTERNATIONAL INVESTMENTS LIMITED

中國金融國際投資有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 721)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT a special general meeting (the “**SGM**”) of China Financial International Investments Limited (the “**Company**”) will be held at Suites 5704-05, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong on Friday, 6 March 2015 at 11:00 a.m. for the following purpose of considering and, if thought fit, passing with or without amendments, the following resolutions as ordinary resolutions:

ORDINARY RESOLUTIONS

1. **“THAT** subject to the fulfillment of the terms and conditions set out in the share subscription agreement (“**the First Subscription Agreement**”) dated 4 September 2014 entered into among the Company, Du Lin Dong, Wang Dehe and Shanghai Wailianfa Industrial Development Limited# (上海外聯發實業發展有限公司) (“**Wailianfa**”) as amended, modified and varied by the deed of novation (the “**Deed of Novation**”) dated 7 November 2014 entered into among the Company, Du Lin Dong, Wang Dehe, Wailianfa and Shanghai Junjue Investment Centre (Limited Partnership)# (上海君爵投資中心(有限合夥)) (“**Junjue**”) and the supplemental agreement (the “**First Subscription Supplemental Agreement**”) dated 30 December 2014 entered into among the Company, Du Lin Dong, Wang Dehe and Junjue (collectively the “**Amended First Subscription Agreement**”) in relation to the subscription for 11,500,000,000 new shares (the “**First Subscription Shares**”) in the Company by United Talents Holdings Limited (聯傑控股有限公司) (the “**Nominee Subscriber**”), being the nominee of Junjue, a copy of each of the First Subscription Agreement, the Deed of Novation and the First Subscription Supplemental Agreement have been produced to this meeting marked “**A**”, “**B**” and “**C**” respectively and initialed by the Chairman for the purpose of identification;

- (i) the First Subscription Agreement, the Deed of Novation, the First Subscription Supplemental Agreement and the matters contemplated thereunder be and are hereby approved, confirmed and ratified;
 - (ii) all the transactions contemplated under the Amended First Subscription Agreement including but not limited to the specific mandate of allot and issue the First Subscription Shares by the Company to the Nominee Subscriber pursuant to the Amended First Subscription Agreement be and is hereby approved and the directors of the Company (the “**Directors**”) be and are hereby authorised to allot and issue the First Subscription Shares pursuant to the Amended First Subscription Agreement; and
 - (iii) any one or more of the Directors be and is/are hereby authorised to do all such acts and things and execute all such documents which he/she/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Amended First Subscription Agreement and the transactions contemplated thereunder.”
2. “**THAT**, subject to the granting of the Whitewash Waiver (as defined below) by the Executive Director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong (or any delegate of the Executive Director) and any conditions that may be imposed thereon, the waiver of the obligation on the part of the Nominee Subscriber and parties acting in concert with it to make a mandatory general offer to shareholders of the Company for all the issued shares of the Company not already owned or agreed to be acquired by them which might otherwise arise as a result of the Nominee Subscriber subscribing for the First Subscription Shares under the Amended First Subscription Agreement pursuant to Note 1 on Dispensations from Rule 26 of the Hong Kong Code on Takeovers and Mergers (the “**Whitewash Waiver**”) be and is hereby approved, and that any one or more of the Directors be and is/are hereby authorised to do all such acts and things and execute all such documents as he/she/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to any of the matters relating to, or incidental to, the Whitewash Waiver.”

3. **“THAT** subject to the fulfillment of the terms and conditions set out in the share subscription agreement (the **“Second Subscription Agreement”**) dated 4 September 2014 (as amended, modified and varied by a supplemental agreement (the **“First Supplemental Agreement”**) dated 7 November 2014 and a supplemental agreement dated 30 December 2014 (the **“Second Supplemental Agreement”**)) (collectively the **“Amended Second Subscription Agreement”**) entered into between the Company and Regal Prosper International Limited (the **“Second Subscriber”**), in relation to the subscription of 840,000,000 new shares (the **“Second Subscription Shares”**) in the Company by the Second Subscriber, a copy of each of the Second Subscription Agreement, First Supplemental Agreement and the Second Supplemental Agreement have been produced to this meeting marked “D”, “E” and “F” respectively and initialled by the Chairman for the purpose of identification; and
- (i) the Second Subscription Agreement, the First Supplemental Agreement, the Second Supplemental Agreement and the matters contemplated thereunder be and are hereby approved, confirmed and ratified;
 - (ii) all the transactions contemplated under the Amended Second Subscription Agreement including but not limited to the specific mandate to allot and issue the Second Subscription Shares by the Company to the Second Subscriber pursuant to the Amended Second Subscription Agreement be and is hereby approved and the Directors be and are hereby authorised to allot and issue the Second Subscription Shares pursuant to the Amended Second Subscription Agreement; and
 - (iii) any one or more of the Directors be and is/are hereby authorised to do all such acts and things and execute all such documents which he/she/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Amended Second Subscription Agreement and the transactions contemplated thereunder.

Yours faithfully
By the order of the board
China Financial International Investments Limited
Du Lin Dong
Chief Executive Officer

Hong Kong, 15 January 2015

Registered office:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Head office and principal place of business in Hong Kong:
Suites 5704-05, 57/F
Central Plaza
18 Harbour Road
Wanchai, Hong Kong

Notes:

1. A member entitled to attend and vote at the SGM is entitled to appoint one or if he is the holder of two or more shares more than one proxy to attend and, subject to the provisions of the articles of association of the Company, to vote on his behalf. A proxy need not be a member of the Company but must be present in person at the SGM to represent the member. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed.
2. A form of proxy for use at the SGM is enclosed with the circular of the Company dated 15 January 2015. Whether or not you intend to attend the SGM in person, you are requested to complete and return the enclosed form of proxy in accordance with the instructions printed thereon. Completion and return of a form of proxy will not preclude a member from attending in person and voting at the SGM or any adjournment thereof, should he so wish.
3. In order to be valid, the form of proxy, together with a power of attorney or other authority, if any, under which it is signed, or a certified copy of such power or authority must be deposited at the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, not less than 48 hours before the time appointed for holding the SGM or any adjournment thereof.
4. In the case of joint holders of shares, any one of such holders may vote at the SGM, either personally or by proxy, in respect of such share as if he was solely entitled thereto, but if more than one of such joint holders are present at the SGM personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such shares shall alone be entitled to vote in respect thereof.

As at the date of this announcement, the executive Directors are Mr. Du Lin Dong and Mr. Pong Po Lam, the non-executive Directors are Mr. Wang Dehe, Mr. Sha Naiping and Mr. Ding Xiaobin and the independent non-executive Directors are Dr. Cheung Wai Bun Charles, Mr. Wan Hongchun and Mr. Zeng Xianggao.