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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 Tuesday, 20 October 2015 at 11:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the following resolutions as ordinary resolutions:

ORDINARY RESOLUTIONS

1. “**THAT**

- (a) subject to the fulfilment of the terms and conditions set out in the share subscription agreement (the “**First Subscription Agreement**”) dated 3 September 2015 (a copy of the First Subscription Agreement has been produced to this meeting marked “A” and initialled by the Chairman for the purpose of identification), and entered into between the Company and Excel Gainer International Limited (the “**First Subscriber**”), in relation to the subscription for 2,200,000,000 new shares (the “**First Subscription Shares**”) in the Company at the subscription price of HK\$0.20 per First Subscription Share by the First Subscriber, the First Subscription Agreement, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (b) subject to the fulfilment of the conditions of the First Subscription Agreement, any one director of the Company (“**Director(s)**”) be and is hereby authorised to exercise all the powers of the Company and to take all steps as might in his opinion be desirable or necessary in connection with the First Subscription Agreement, including but without limitation, to allot and issue the First Subscription Shares to the First Subscriber in accordance with and subject to the terms and conditions of the First Subscription Agreement; and
- (c) any Director be and is hereby authorised to do such acts and things, to sign and execute all such further documents (in case of execution of documents under seal, to do so by any two Directors or any Director together with the secretary of the Company (“**Secretary**”)) and to take such steps as he may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the First Subscription Agreement or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and to agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith.”

2. “**THAT**

- (a) subject to the fulfilment of the terms and conditions set out in the share subscription agreement (the “**Second Subscription Agreement**”) dated 3 September 2015 (a copy of the Second Subscription Agreement has been produced to this meeting marked “B” and initialled by the Chairman for the purpose of identification), and entered into between the Company and Ruixin Taifu Investment Group Co., Ltd (the “**Second Subscriber**”), in relation to the subscription for 1,800,000,000 new shares (the “**Second Subscription Shares**”) in the Company at the subscription price of HK\$0.20 per Second Subscription Share by the Second Subscriber, the Second Subscription Agreement, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) subject to the fulfilment of the conditions of the Second Subscription Agreement, any one Director be and is hereby authorised to exercise all the powers of the Company and to take all steps as might in his opinion be desirable or necessary in connection with the Second Subscription Agreement, including but without limitation, to allot and issue the Second Subscription Shares to the Second Subscriber in accordance with and subject to the terms and conditions of the Second Subscription Agreement; and

- (c) any Director be and is hereby authorised to do such acts and things, to sign and execute all such further documents (in case of execution of documents under seal, to do so by any two Directors or any Director together with the Secretary) and to take such steps as he may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the Second Subscription Agreement or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and to agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith.”

3. **“THAT**

- (a) subject to the fulfilment of the terms and conditions set out in the share subscription agreement (the **“Third Subscription Agreement”**) dated 3 September 2015 (a copy of the Third Subscription Agreement has been produced to this meeting marked “C” and initialled by the Chairman for the purpose of identification), and entered into between the Company and Hong Rui Holdings Limited (the **“Third Subscriber”**), in relation to the subscription for 1,700,000,000 new shares (the **“Third Subscription Shares”**) in the Company at the subscription price of HK\$0.20 per Third Subscription Share by the Third Subscriber, the Third Subscription Agreement, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) subject to the fulfilment of the conditions of the Third Subscription Agreement, any one Director be and is hereby authorised to exercise all the powers of the Company and to take all steps as might in his opinion be desirable or necessary in connection with the Third Subscription Agreement, including but without limitation, to allot and issue the Third Subscription Shares to the Third Subscriber in accordance with and subject to the terms and conditions of the Third Subscription Agreement; and
- (c) any Director be and is hereby authorised to do such acts and things, to sign and execute all such further documents (in case of execution of documents under seal, to do so by any two Directors or any Director together with the Secretary) and to take such steps as he may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the Third Subscription Agreement or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and to agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith.”

4. **“THAT**

- (a) subject to the fulfilment of the terms and conditions set out in the share subscription agreement (the **“Fourth Subscription Agreement”** dated 3 September 2015 (a copy of the Fourth Subscription Agreement has been produced to this meeting marked “D” and initialled by the Chairman for the purpose of identification), and entered into between the Company and Hong Kong Puerte Co., Limited (the **“Fourth Subscriber”**), in relation to the subscription for 800,000,000 new shares (the **“Fourth Subscription Shares”**) in the Company at the subscription price of HK\$0.20 per Fourth Subscription Share by the Fourth Subscriber, the Fourth Subscription Agreement, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) subject to the fulfilment of the conditions of the Fourth Subscription Agreement, any one Director be and is hereby authorised to exercise all the powers of the Company and to take all steps as might in his opinion be desirable or necessary in connection with the Fourth Subscription Agreement, including without limitation, to allot and issue the Fourth Subscription Shares to the Fourth Subscriber in accordance with and subject to the terms and conditions of the Fourth Subscription Agreement; and
- (c) any director of the Company be and is hereby authorised to do such acts and things, to sign and execute all such further documents (in case of execution of documents under seal, to do so by any two directors of the Company or any director of the Company together with the secretary of the Company) and to take such steps as he may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the Fourth Subscription Agreement or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and to agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith.”

By order of the Board
China Financial International Investments Limited
Du Lin Dong
Chairman and Chief Executive Officer

Hong Kong, 2 October 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. Any member entitled to attend and vote at the SGM is entitled to appoint one or more than one proxy to attend and to vote in his stead in accordance with the memorandum of association and bye-laws of the Company. A proxy need not to be a member of the Company.
2. Whether there are joint registered holders of any share, any one of such persons may vote at the SGM, either personally or by proxy, in respect of such share as if he were solely entitled thereto; but if more than one of such joint holders be present at the SGM personally or by proxy, then one of the said holders so present whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote in respect thereof.
3. To be valid, the form of proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power of attorney 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 for holding the SGM or any adjournment thereof.
4. Delivery of a form of proxy shall not preclude a member from attending and voting in person at the SGM and in such event, the form of proxy shall be deemed to be revoked.

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. Sha Naiping and Mr. Ding Xiaobin and the independent non-executive Directors are Dr. Cheung Wai Bun Charles, Mr. Zeng Xianggao and Mr. Li Cailin.