

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 in reliance upon the whole or any part of the contents of this announcement.



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)

**(I) UNUSUAL PRICE MOVEMENT;
(II) ENTERING INTO OF MEMORANDUM OF UNDERSTANDING
TO TERMINATE
THE AMENDED FIRST SUBSCRIPTION AGREEMENT;
AND
(III) RESUMPTION OF TRADING**

(I) UNUSUAL PRICE MOVEMENT

The Board has noticed the increase in the price of the Shares on 13 May 2015. Having made such enquiry with respect to the Company as is reasonable in the circumstances, the Board confirms that, save and except for the entering into of the MOU as disclosed below, it is not aware of any reason for such increase in the price of the Shares or of any information which must be announced to avoid a false market in the Company's securities or of any inside information that needs to be disclosed under Part XIVA of the SFO.

**(II) ENTERING INTO OF MEMORANDUM OF UNDERSTANDING TO
TERMINATE THE AMENDED FIRST SUBSCRIPTION AGREEMENT**

The Board wishes to inform the Shareholders that on 14 May 2015, the Company, Junjue and the Guarantors entered into the MOU. Pursuant to the MOU, (a) the Company, Junjue and the Guarantors terminated the Amended First Subscription Agreement with effect from the date of MOU, all the obligations and liabilities of parties to the Amended First Subscription Agreement be released and discharged; (b) Junjue undertook not to institute any legal action, initiate petition or make other request (if any) against the Company for specific performance, damages (including but not limited to the claim for HK\$37,400,000 under the Termination and Claim Notice), losses, fees and expenses under the Amended First Subscription Agreement and the Termination

and Claim Notice, subject to the Company and the Guarantors have perfectly performed all their obligations as stated in item (c) below; and (c) the Company and the Guarantors undertook that each of them should not claim, initiate petition or make other request (if any) against Junjue for, including but not limited to, any claim for damages, losses, fees and expenses under any contract law, law of tort or any other relevant laws and relinquish all their rights to claim against Junjue.

(III) RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been halted with effect from 1:15 p.m. on Wednesday, 13 May 2015 pending the release of this announcement. Application has been made to the Stock Exchange for the resumption of trading of the Shares on the Stock Exchange with effect from 9:00 a.m. on 15 May 2015.

This announcement is made by China Financial International Investments Limited (the “**Company**”) pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and Inside Information Provisions under Part XIVA of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (the “**SFO**”).

(I) UNUSUAL PRICE MOVEMENT

This announcement is made at the request of the Stock Exchange. The board (the “**Board**”) of directors (the “**Directors**”) of the Company has noticed the increase in the price of the shares (the “**Shares**”) of the Company on 13 May 2015. Having made such enquiry with respect to the Company as is reasonable in the circumstances, the Board confirms that, save and except for the entering into of the MOU as disclosed below, it is not aware of any reason for such increase in the price of the Shares or of any information which must be announced to avoid a false market in the Company’s securities or of any inside information that needs to be disclosed under Part XIVA of the SFO.

This announcement is made by the order of the Company. The Board collectively and individually accepts responsibility for the accuracy of this announcement.

(II) ENTERING INTO OF MEMORANDUM OF UNDERSTANDING TO TERMINATE THE AMENDED FIRST SUBSCRIPTION AGREEMENT

References are made to (i) the announcements of the Company dated 4 September 2014, 7 November 2014, 30 December 2014 and 6 March 2015 respectively and the circular (the “**Circular**”) of the Company dated 15 January 2015 in relation to, among other thing, the First Subscription and the Whitewash Waiver and (ii) the announcement of the Company dated 27 April 2015 (the “**T&C Announcement**”) in relation to, among other thing, the Termination and the Claim. Unless the context requires otherwise, capitalised terms used in this section shall have the same meanings as defined in the Circular and T&C Announcement.

The Board wishes to inform the Shareholders that on 14 May 2015, the Company, Junjue and the Guarantors entered into a memorandum of understanding (the “MOU”). Pursuant to the MOU, (a) the Company, Junjue and the Guarantors terminated the Amended First Subscription Agreement with effect from the date of MOU, all the obligations and liabilities of parties to the Amended First Subscription Agreement be released and discharged; (b) Junjue undertook not to institute any legal action, initiate petition or make other request (if any) against the Company for specific performance, damages (including but not limited to the claim for HK\$37,400,000 under the Termination and Claim Notice), losses, fees and expenses under the Amended First Subscription Agreement and the Termination and Claim Notice, subject to the Company and the Guarantors have perfectly performed all their obligations as stated in item (c) below; and (c) the Company and the Guarantors undertook that each of them should not claim, initiate petition or make other request (if any) against Junjue for, including but not limited to, any claim for damages, losses, fees and expenses under any contract law, law of tort or any other relevant laws and relinquish all their rights to claim against Junjue.

Shareholders of the Company and potential investors are advised to exercise caution when dealing in the securities of the Company.

(III) RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange has been halted with effect from 1:15 p.m. on Wednesday, 13 May 2015 pending the release of this announcement. Application has been made to the Stock Exchange for the resumption of trading of the Shares on the Stock Exchange with effect from 9:00 a.m. on 15 May 2015.

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

Hong Kong, 14 May 2015

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.

The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement and confirm having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement have been arrived at after due and careful consideration and there are no other facts not contained in this announcement the omission of which would make any statement in this announcement misleading.