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China Print Power Group Limited **中國威力印刷集團有限公司**

(Incorporated in Bermuda with limited liability)

(Hong Kong Stock Code: 6828)

(Singapore Stock Code: B3C)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the a special general meeting of China Print Power Group Limited (the “Company”) will be held at Level 21, The Center, 99 Queen’s Road Central, Central, Hong Kong on Monday, 21 July 2014 at 10:00 a.m. (the “SGM”) for the purpose of considering and, if thought fit, passing with or without modifications the following resolution of the Company:

Any shareholder, Depositor or proxy who wishes to attend, speak and vote at the SGM may do so via video conferencing at Level 30, Singapore Land Tower, 50 Raffles Place, Singapore 048623. The person attending the said video conference will be able to pose questions to the company management and to comment on issues on the SGM’s agenda. Please be on time to avoid disrupting the SGM as the SGM will commence at the stipulated time.

APPROVAL OF THE ACQUISITION AND THE ISSUE OF THE CONVERTIBLE NOTE (AS ORDINARY RESOLUTION)

“THAT:

- (a) the agreement dated 5 May 2014 (as supplemented on 23 June 2014) between (1) New Topic Limited (the “Vendor”); (2) Goldlink Capital Limited (the “Purchaser”); and (3) Lee Tsz Hang and Lin Zhangli (the “Agreement”) whereby the Purchaser agreed to purchase from the Vendor the entire issued share capital of, and the benefit of shareholder’s loans advanced to, Cloud Decade Limited at the total price of HK\$515,432,000, to be satisfied by the payment of HK\$17 million in cash and HK\$498,432,000 by the issue of a three year convertible note by the Company (the “Convertible Note”) on the terms and conditions set out in the Agreement to the Vendor or its nominee(s) (a copy of the Agreement has been tabled at the meeting and signed by the Chairman of the meeting for the purpose of identification), be and is hereby approved and the Directors of the Company be and are hereby authorised to implement the transactions contemplated by the Agreement and to do all such acts and execute all such documents with any amendments to the terms of the Agreement which are not inconsistent with the purpose thereof as may be approved by the directors of the Company; and

(b) approval be and is hereby given to the Directors to:

- (i) create and issue the Convertible Note due 2017 with an aggregate principal amount of HK\$498,432,000 to the Vendor or its nominee(s), such Convertible Note, at the option of the holder thereof, to be convertible into new ordinary shares of the Company (the “New Shares”) at HK\$2.36 per share of HK\$0.55 each of the Company (“Share”) in accordance with the terms and conditions of the Convertible Note as set out in the Agreement, including but not limited to the following restrictions:

(1) the Company shall not issue such number of New Shares which would result in:

- (1a) the public float of the Shares being less than the specific percentage as required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “Listing Rules”) and/or the Listing Manual of Singapore Exchange Securities Trading Limited (the “Listing Manual”) (where applicable) immediately following such exercise;
- (1b) the aggregate shareholding of the holder of the Convertible Note (the “Noteholder”) and parties acting in concert with it (as defined in the Code on Takeovers and Mergers of Hong Kong (the “Takeovers Code”) and/or the Code on Take-overs and Mergers of Singapore (the “Singapore Take-over Code”) immediately after such exercise exceeding 29.9% (or if applicable, the maximum percentage (to one decimal place) of the Shares it could then acquire without being required to make a mandatory general offer for the Shares under Rule 26 of the Takeovers Code and/or Rule 14 of the Singapore Take-over Code (if applicable)) of the enlarged issued share capital of the Company; and
- (1c) a change in control (being the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies) of the Company under the Listing Manual (where applicable),

(collectively, the “Conversion Restrictions”), such issue of the Convertible Note being an issue of convertible securities that may result in a transfer of a controlling interest in the Company to the Vendor under Rule 803 of the Listing Manual, and subject to such adjustments as the terms and conditions of the Convertible Note may provide and on such other terms and conditions as the Directors may decide;

- (ii) subject to the Conversion Restrictions, to allot and issue such number of New Shares as may be required or permitted to be allotted or issued on the conversion of the Convertible Note to the Noteholder on the conversion thereof, subject to and otherwise in accordance with the terms and conditions of the Convertible Note, whereby such New Shares shall rank pari passu in all respects with the then existing shares of the Company and shall be entitled to all dividends and other distributions the record date of which is on or after the relevant conversion date of exercise of the conversion rights under the Convertible Note; and

- (iii) to take such steps, make such adjustments to the terms and conditions of the Convertible Note or to any documents and exercise such discretion as they may from time to time deem fit, advisable, desirable, expedient or necessary to give full effect to the Agreement.”

By order of the Board

Sze Chun Lee

Executive Director & Chief Executive Officer

Hong Kong and Singapore, 30 June 2014

Notes:

1. A Shareholder Proxy Form (for Singapore Shareholders), a HK Proxy Form (for Hong Kong Shareholders) or a Depositor Proxy Form (for Depositors) is enclosed herewith.
2. A Shareholder entitled to attend and vote at the SGM is entitled to appoint no more than two proxies to attend and vote on his/her behalf. A proxy need not be a Shareholder of the Company.
3. A Shareholder (other than CDP or a clearing house or its nominee(s)) in Singapore who wishes to appoint a proxy should complete the attached Shareholder Proxy Form. Thereafter, the Shareholder Proxy Form must be lodged at the office of the Company's Singapore Share Transfer Agent, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, not less than 48 hours before the time appointed for the SGM.
4. A Shareholder in Hong Kong who wishes to appoint a proxy should complete the attached HK Proxy Form. Thereafter, the HK Proxy Form must be lodged at the office of the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, not less than 48 hours before the time appointed for the SGM.
5. A Depositor whose name appears in the Depository Register (as defined in Section 130A of the Singapore Companies Act) and who is unable to attend personally but wishes to appoint a nominee to attend and vote on his behalf, or if such Depositor is a corporation, should complete the attached Depositor Proxy Form and lodge the same at the office of the Company's Singapore Share Transfer Agent, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, not later than 48 hours before the time appointed for the SGM.
6. Where a Shareholder appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified.
7. The instrument appointing a proxy shall be in writing under the hand of the appointor or by his/her attorney duly authorised in writing. If a Shareholder or Depositor is a corporation, the instrument appointing a proxy must be executed under seal or the hand of its duly authorised officer or attorney.
8. Completion and return of the Shareholder Proxy Form, the HK Proxy Form or the Depositor Proxy Form will not preclude members from attending and voting in person at the meeting or at any adjournment thereof (as the case may be) should they so wish, and in such event, such proxy form shall be deemed to be revoked.
9. Where there are joint holders of any share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the meeting, whether in person or by proxy, the joint registered holder present whose name stands first on the register of members in respect of the shares shall be accepted to the exclusion of the votes of the other registered holders.

As at the date of this notice, the executive directors of the Company are Mr. Sze Chun Lee, Mr. Chan Wai Ming, Mr. Lam Shek Kin, Ms. Chung Oi Ling, Stella, Mr. Hung Tao and Mr. Cheng Ming Kit; and the independent non-executive directors are Mr. Lim Siang Kai, Mr. Wee Piew and Ms. Wong Fei Tat.