福兴集团
FUXING GROUP

FUXING CHINA GROUP LIMITED

(Incorporated in Bermuda)
(Company Registration No. 38973)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a Special General Meeting ("**SGM**") of Fuxing China Group Limited (the "**Company**") will be held at FTSE Room, 9th Floor, Capital Tower, 168 Robinson Road, Singapore 068912 on 28 April 2016 at 10.00 a.m. or immediately following the conclusion of the annual general meeting to be held on the same day and at the same place (Singapore time) for the purpose of considering and, if thought fit, passing with or without any modifications, the following resolution:-

ORDINARY RESOLUTION

THE PROPOSED DISPOSAL OF THE ENTIRE EQUITY INTEREST IN QINGDAO HONG SHI HIGH TECHNOLOGICAL CO., LTD. BY A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY

(a) approval be and is hereby given for the proposed disposal by Jade Star Group Holdings Limited ("**Jade Star**"), a wholly-owned subsidiary of the Company, of the entire equity interest in Qingdao Hong Shi High Technological Co., Ltd. to Cai ChangCheng (the "**Purchaser**") on the terms and subject to the conditions of the share transfer agreement entered into between Jade Star and the Purchaser on 4 March 2016; and

(b) the Directors and each of them be and are hereby authorised to take such steps and exercise such discretion and do all such acts and things as they or he may deem desirable, necessary or expedient to give effect to the matters referred to in paragraph (a) including, without limitation, to negotiate, execute and authorize the release of, in the name of and on behalf of the Company, all such agreements, deeds, undertakings, forms, circulars, announcements, instruments, notices, communications and other documents and things, and to approve any amendment, alteration or modification to any such document.

By Order of the Board

Hong Qing Liang
Executive Chairman and CEO
11 April 2016

Notes:

1. A Shareholder being a Depositor whose name appears in the Depository Register (as defined in Section 81SF of the Securities and Futures Act (Cap 289) of Singapore) and who holds two (2) or more Shares is entitled to appoint not more than two (2) proxies to attend and vote on his behalf at the SGM. A proxy need not be a member of the Company.
2. A Depositor who wishes to appoint a nominee to attend and vote on his behalf or if such Depositor is a corporation, should complete the 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.
3. If the Depositor is a corporation, the instrument appointing a proxy must be executed under seal or the hand of its duly authorised officer or attorney.

Personal data privacy:

By submitting a proxy form appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the SGM and/or any adjournment thereof, a Shareholder of the Company (i) consents to the collection, use and disclosure of the Shareholder's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the SGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the SGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the Shareholder discloses the personal data of the Shareholder's proxy(ies) and/or representative(s) to the Company (or its agents), the Shareholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Shareholder's breach of warranty.