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China Communication Telecom Services Company Limited

神通電信服務有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8206)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “**EGM**”) of China Communication Telecom Services Company Limited (the “**Company**”) will be held at the Meeting Room, Units 2115–2116, 21/F, China Merchants Tower, Shun Tak Centre, 168–200 Connaught Road Central, Hong Kong on Tuesday, 16 February 2016 at 11:00 a.m. for the following purposes:

ORDINARY RESOLUTION:

As special business, to consider and if though fit, to pass the following resolutions as ordinary resolutions:

1. “**THAT:**

- (a) the Sale and Purchase Agreement (as defined in the circular of the Company dated 31 December 2015 (the “**Circular**”)), a copy of the Sale and Purchase Agreement have been produced to this meeting marked “A” and signed by the chairman of this meeting for the purpose of identification) entered into between the Company and Profuse Year Limited (the “**Vendor**”), pursuant to which the Company has agreed to acquire, and the Vendor has agreed to sell, the entire issued share capital of Copious Link Ventures Limited, at a total consideration of HK\$30 million, upon the terms and subject to the conditions set out therein, the transactions contemplated thereunder or incidental to the Sale and Purchase Agreement, and all actions taken or to be taken by the Company pursuant to the Sale and Purchase Agreement; and as described in the Circular, be and are hereby approved, confirmed and ratified.
- (b) the directors of the Company (the “**Directors**”) be and are hereby authorised to do all such acts and things and to sign and execute all such documents, instruments and agreements for and on behalf of the Company as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with paragraph (a) of this resolution.”

2. **“THAT:**

- (a) the Directors be and are hereby generally and specifically authorised to allot and issue up to an aggregate of not more than 670,809,083 new shares in the share capital of the Company to independent professional, institutional and other investors (the **“Placing Specific Mandate”**) subject to the terms and conditions as set out in the Circular, and the Directors be and are hereby authorised to do all such acts and things and to approve, sign and execute any documents for and on behalf of the Company as they may consider necessary, desirable or expedient to give effect to or in connection with the Placing Specific Mandate, and that the Placing Specific Mandate is in addition to, and shall not prejudice nor revoke the existing general or special mandate(s) which may from time to time be granted to the directors prior to or at the same time as the passing of this resolution.”

3. **“THAT:**

- (a) the Directors be and are hereby generally and specifically authorised to allot and issue up to an aggregate of not more than 254,938,265 new shares in the share capital of the Company to CCI (the **“Subscription Specific Mandate”**) subject to the terms and conditions as set out in the Circular, and the Directors be and are hereby authorised to do all such acts and things and to approve, sign and execute any documents for and on behalf of the Company as they may consider necessary, desirable or expedient to give effect to or in connection with the Subscription Specific Mandate, and that the Subscription Specific Mandate is in addition to, and shall not prejudice nor revoke the existing general or special mandate(s) which may from time to time be granted to the directors prior to or at the same time as the passing of this resolution.”

4. **“THAT:**

- (a) the Customer Service Hotline Rental Contract (as defined in the Circular, a copy of which has been produced to this meeting marked “B” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the Customer Service Hotline Rental Contract as stated in the Circular, for each of the period commencing on the date of completion of the Acquisition (as defined in the Circular) until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and
- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the Customer Service Hotline Rental Contract and the transactions contemplated thereunder.”

5. **“THAT:**

- (a) the Server Hosting Agreement (as defined in the Circular, a copy of which has been produced to this meeting marked “C” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the Server Hosting Agreement as stated in the Circular, for each of the period commencing on the date of completion of the Acquisition until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and
- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the Server Hosting Agreement and the transactions contemplated thereunder.”

6. **“THAT:**

- (a) the Web Advertising Contract (Heilongjiang Shentong) (as defined in the Circular, a copy of which has been produced to this meeting marked “D” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the Web Advertising Contract (Heilongjiang Shentong) as stated in the Circular, for each of the period commencing on the date of completion of the Acquisition until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and
- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the Web Advertising Contract (Heilongjiang Shentong) and the transactions contemplated thereunder.”

7. **“THAT:**

- (a) the Web Advertising Contract (Daqing Shentong) (as defined in the Circular, a copy of which has been produced to this meeting marked “E” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the Web Advertising Contract (Daqing Shentong) as stated in the Circular, for each of the period commencing on the date of completion of the Acquisition until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and
- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the Web Advertising Contract (Daqing Shentong) and the transactions contemplated thereunder.”

8. **“THAT:**

- (a) the Heilongjiang Shentong CRC Shentong Card Payment System Contract (as defined in the Circular, a copy of which has been produced to this meeting marked “F” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the Heilongjiang Shentong CRC Shentong Card Payment System Contract as stated in the Circular, for each of the period commencing on the date of completion of the Acquisition until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and
- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the Heilongjiang Shentong CRC Shentong Card Payment System Contract and the transactions contemplated thereunder.”

9. **“THAT:**

- (a) the Daqing Shentong CRC Shentong Card Payment System Contract (as defined in the Circular, a copy of which has been produced to this meeting marked “G” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the Daqing Shentong CRC Shentong Card Payment System Contract as stated in the Circular, for each of the period commencing on the date of completion of the Acquisition until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and
- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the Daqing Shentong CRC Shentong Card Payment System Contract and the transactions contemplated thereunder.”

10. **“THAT:**

- (a) the Website Maintenance Contract (as defined in the Circular, a copy of which has been produced to this meeting marked “H” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the Website Maintenance Contract as stated in the Circular, for each of the period commencing on the date of completion of the Acquisition until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and

- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the Website Maintenance Contract and the transactions contemplated thereunder.”

11. **“THAT:**

- (a) the Harbin China Communication Skill Training Venue Rental Agreement (as defined in the Circular, a copy of which has been produced to this meeting marked “I” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the Harbin China Communication Skill Training Venue Rental Agreement, for each of the period commencing on the date of completion of the Acquisition until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and
- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the Harbin China Communication Skill Training Venue Rental Agreement and the transactions contemplated thereunder.”

12. **“THAT:**

- (a) the China Communication Heilongjiang Bin County Branch Venue Rental Contract (as defined in the Circular, a copy of which has been produced to this meeting marked “J” and signed by the chairman of this meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved;
- (b) the annual caps in relation to the China Communication Heilongjiang Bin County Branch Venue Rental Contract, for each of the period commencing on the date of completion of the Acquisition until 31 March 2016 and for the years ending 31 March 2017 and 31 March 2018, be and are hereby approved; and
- (c) any one director of the Company be and is hereby authorised to do all other acts and things and execute all documents which he/she considers necessary or expedient for the implementation of and giving effect to the China Communication Heilongjiang Bin County Branch Venue Rental Contract and the transactions contemplated thereunder.”

Yours faithfully
For and on behalf of the Board of
China Communication Telecom Services Company Limited
He Chenguang
Chairman

Hong Kong, 31 December 2015

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Registered Office:

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Notes:

- (1) A member entitled to attend and vote at the EGM is entitled to appoint one or more proxy to attend and, subject to the provisions of the articles of association of the Company, to vote on his/her/its behalf. A proxy need not be a member of the Company but must be present in person at the EGM 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 EGM is enclosed with the circular of the Company dated 31 December 2015. Whether or not you intend to attend the EGM in person, you are encouraged 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 EGM or any adjournment thereof, should he/she/it 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 Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof.
- (4) In the case of joint holders of shares, any one of such joint holders may vote at the EGM, either in person or by proxy, in respect of such share as if he/she/it was solely entitled thereto, but if more than one of such joint holders are present at the EGM 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.
- (5) Any voting at the EGM shall be taken by poll.

As at the date of this announcement, the executive Directors are Mr. He Chenguang and Mr. Bao Yueqing, and the independent non-executive Directors are Mr. Yip Tai Him, Ms. Han Liqun and Ms. Zhang Li.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive and there are no other matters the omission of which would make any statement herein or this announcement misleading.

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