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**CITIC 21CN**  
**中信 21世紀**

**CITIC 21CN COMPANY LIMITED**

**中信21世紀有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 241)**

**NOTICE OF SPECIAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a special general meeting (the “**Meeting**”) of the Shareholders of CITIC 21CN Company Limited (the “**Company**”) will be held at 10:00 a.m. on Wednesday, 29 December 2010 at Crown Room, 8th Floor, The Dynasty Club Limited, South West Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong for the purpose of considering and, if thought fit, passing, with or without modification, the following resolutions which will be proposed as ordinary resolutions:

**ORDINARY RESOLUTIONS**

“**THAT:**

- 1(a) the entering into of the conditional loan agreement dated 23 November 2010 (the “**Second CITIC 21CN Technology Loan Agreement**”) between CITIC 21CN (China) Technology Co. Ltd\* (中信21世紀(中國)科技有限公司) (“**CITIC 21CN Technology**”), a wholly-owned subsidiary of the Company, as lender and China Credit Information Technology Co. Ltd\* (中信國檢信息技術有限公司) (“**CCIT**”) as borrower, a copy of which has been produced to the meeting marked “A” and initialed by the Chairman of the meeting for the purpose of identification, whereby CITIC 21CN Technology has conditionally agreed to advance a loan of RMB30,000,000 (equivalent to HK\$35,190,000) to CCIT, upon the terms and subject to the conditions therein contained, be and is hereby approved, confirmed and ratified and the performance of the transactions contemplated under the Second CITIC 21CN Technology Loan Agreement by CITIC 21CN Technology be and is hereby approved; and
- (b) any director of the Company be and is hereby authorised for and on behalf of the Company to do all acts and things and execute and deliver all documents whether under the common seal of the Company or otherwise as may be necessary, desirable or expedient to carry out or to give effect to any or all transactions contemplated under the Second CITIC 21CN Technology Loan Agreement.”

\* *For identification purposes only*

- 2(a) the entering into of the conditional renewal loan agreement dated 23 November 2010 (the “**CITIC 21CN Technology Renewal Loan Agreement**”) between CITIC 21CN Technology and CCIT, a copy of which has been produced to the meeting marked “B” and initialed by the Chairman of the meeting for the purpose of identification, in relation to extension of the loan of RMB20,000,000 (equivalent to HK\$23,460,000) advanced by CITIC 21CN Technology to CCIT, upon the terms and subject to the conditions therein contained, be and is hereby approved, confirmed and ratified and the performance of the transactions contemplated under the CITIC 21CN Technology Renewal Loan Agreement by CITIC 21CN Technology be and is hereby approved; and
- (b) any director of the Company be and is hereby authorised for and on behalf of the Company to do all acts and things and execute and deliver all documents whether under the common seal of the Company or otherwise as may be necessary, desirable or expedient to carry out or to give effect to any or all transactions contemplated under the CITIC 21CN Technology Renewal Loan Agreement.”
- 3(a) the entering into of the conditional second renewal loan agreement dated 23 November 2010 (the “**Second Renewal Loan Agreement**”) between CITIC 21CN Telecom Company Limited (“**CITIC 21CN Telecom**”), a wholly-owned subsidiary of the Company and CCIT, a copy of which has been produced to the meeting marked “C” and initialed by the Chairman of the meeting for the purpose of identification, in relation to extension of the loan of US\$6,900,000 (equivalent to HK\$53,820,000) advanced by CITIC 21CN Telecom to CCIT, upon the terms and subject to the conditions therein contained, be and is hereby approved, confirmed and ratified and the performance of the transactions contemplated under the Second Renewal Loan Agreement by CITIC 21CN Telecom be and is hereby approved; and
- (b) any director of the Company be and is hereby authorised for and on behalf of the Company to do all acts and things and execute and deliver all documents whether under the common seal of the Company or otherwise as may be necessary, desirable or expedient to carry out or to give effect to any or all transactions contemplated under the Second Renewal Loan Agreement.”

By order of the Board  
**CITIC 21CN COMPANY LIMITED**  
**Chen Xiao Ying**  
*Executive Vice-Chairman*

Hong Kong, dated 8 December 2010

*In this notice, certain amounts denominated in RMB have been translated into HK\$ at an exchange rate of RMB1 = HK\$1.1730, and certain amounts denominated in US\$ have been translated into HK\$ at an exchange rate of US\$1.00 = HK\$7.80, in each case, for illustration purpose only. Such conversions are solely for the purpose of illustration and shall not be construed as representations that amounts in RMB or US\$ were or may have been converted into those currencies and vice versa at such rates or any other exchange rates.*

*As at the date of this notice, the Board comprises nine directors, of which (i) six are executive directors, namely Mr. Wang Jun, Ms. Chen Xiao Ying, Mr. Luo Ning, Mr. Sun Yalei, Mr. Zhang Lianyang and Ms. Xia Guilan; and (ii) three are independent non-executive directors, namely Dr. Hui Ho Ming, Herbert, JP, Mr. Zhang Jian Ming and Dr. Long Junsheng.*

*Registered Office:*

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*Head Office and Principal Place of Business in Hong Kong:*

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Cyberport 3  
100 Cyberport Road  
Hong Kong

*Notes:*

- (1) A form of proxy for use at the meeting is despatched to the shareholders of the Company with the circular of the Company dated 8 December 2010.
- (2) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or, if the appointor is a corporation, either under its seal or under the hand of any officer, attorney or other person authorized to sign the same.
- (3) A member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him. A proxy need not be a member of the Company.
- (4) In order to be valid, the proxy form completed in accordance with the instructions set out therein, together with the power of attorney or other authority, if any, under which it is signed (or a notarially certified copy of that power or authority), must be deposited at the principal place of business of the Company in Hong Kong at Units 614-616, Level 6, Core D, Cyberport 3, 100 Cyberport Road, Hong Kong not less than 48 hours before the time appointed for the meeting or any adjournment thereof.
- (5) Completion and return of the form of proxy will not preclude a member from attending and voting in person at the meeting convened or any adjournment thereof and in such event, the form of proxy will be deemed to be revoked.
- (6) Where there are joint holders of any share of the Company, any one of such joint holders may vote, either in person or by proxy, in respect of such shares as if he/she were solely entitled thereto, but if more than one of such joint holders are present at the meeting, the most senior shall alone be entitled to vote, whether in person or by proxy. For this purpose, seniority shall be determined by the order in which the names stand on the register of members of the Company in respect of the joint holding.