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CCT TELECOM HOLDINGS LIMITED

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 00138)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting (the "**SGM**") of the shareholders of CCT Telecom Holdings Limited (the "**Company**") will be held at 2208, 22/F., St. George's Building, 2 Ice House Street, Central, Hong Kong on Monday, 29 June 2009 at 10:00 a.m. for the purpose of considering and, if thought fit, passing, with or without modification, the following resolution as an ordinary resolution of the Company:

ORDINARY RESOLUTION

"**THAT**

(A) the agreement dated 29 April 2009 (the "**Agreement**") as amended by the supplemental agreement dated 7 May 2009 (the "**First Supplemental Agreement**") and the second supplemental agreement dated 27 May 2009 (the "**Second Supplemental Agreement**") between (1) the Company; and (2) CCT Tech International Limited ("**CCT Tech**") (a copy of which is tabled at the meeting and marked "A", "B" and "C" respectively and initialled by the chairman of the meeting for identification purpose), pursuant to which the Company conditionally agreed to sell and CCT Tech conditionally agreed to acquire the entire issued share capital of CCT Industrial Products Holdings Limited ("**CCT Industrial**") (a direct wholly-owned subsidiary of the Company) and the interest-free shareholder's loan due from CCT Industrial to the Company (the "**Disposal**"), at a total consideration of HK$346,311,000 which is to be satisfied by the allotment and issue of an aggregate of 3,463,110,000 convertible preference shares of par value of HK$0.01 each of CCT Tech (the "**Convertible Preference Share(s)**") (having the rights and benefits and subject to the restrictions as set out in item (B) below of this resolution as set out in this notice) as to 1,731,555,000 Convertible Preference Shares in favour of Expert Success International Limited (an indirect wholly-owned subsidiary of the Company) and as to 1,731,555,000 Convertible Preference Shares in favour of CCT Assets Management Limited (an indirect wholly-owned subsidiary of the Company), credited as fully paid at the subscription price of HK$0.10 each which shall be convertible into the ordinary shares of par value of HK$0.01 each of CCT Tech (the "**CCT Tech Ordinary Share(s)**") on a one to one basis, subject to the adjustment to conversion as set out in item (B) below of this resolution as set out in this notice, subject to the terms and conditions of the Agreement as amended by the First Supplemental Agreement and the Second Supplemental Agreement, the execution of the Agreement, the First Supplemental Agreement and the Second Supplemental Agreement, be and is hereby approved, ratified and confirmed; and that

all transactions contemplated under the Agreement as amended by the First Supplemental Agreement and the Second Supplemental Agreement, including the Disposal, which constitute a very substantial disposal for the Company under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"), be and are hereby approved;

(B) the Convertible Preference Shares shall carry equal rights and rank pari passu with one another and each Convertible Preference Share shall have the rights and benefits and subject to the restrictions as follows:

1. Dividend, bonus issue and distribution

   Holders of the Convertible Preference Shares shall not be entitled to any dividend payment or any distribution (including bonus issue) of CCT Tech.

2. Transferrability

   The Convertible Preference Shares are freely transferrable. Any transfer shall be in compliance with the bye-laws of CCT Tech (the "**CCT Tech Bye-laws**"), applicable laws and regulatory requirements, including the rules of any stock exchange on which the securities of CCT Tech are listed.

3. Conversion

   3.1 Subject to paragraph 3.2 below, holders of the Convertible Preference Shares shall have the right (the "**Conversion Right**") to convert the Convertible Preference Shares into the CCT Tech Ordinary Shares at the conversion ratio of one Convertible Preference Share convertible into one CCT Tech Ordinary Share (the "**Conversion Ratio**"), subject to adjustment in the manner provided in paragraph 4 below, on a day other than a Saturday, Sunday or a public holiday during which banks are regularly open for business in Hong Kong (the "**Business Day**") at any time after the issue of the Convertible Preference Shares.

   3.2 If the issue of the CCT Tech Ordinary Shares following the exercise of the Conversion Right by a holder of the Convertible Preference Shares would result in CCT Tech not meeting the requirement under the Listing Rules applicable to CCT Tech that not less than 25% or the minimum percentage as set out in the Listing Rules from time to time shall be held by the public (the "**Public Float Requirement**") immediately after the conversion, then the number of CCT Tech Ordinary Shares to be issued pursuant to such conversion shall be limited to the maximum number of CCT Tech Ordinary Shares issuable by CCT Tech which would not result in a breach of the Public Float Requirement and the balance of the Conversion Right attached to the Convertible Preference Shares which the holder of the Convertible Preference Shares sought to convert shall be suspended until such time when CCT Tech is able to issue new CCT Tech Ordinary Shares in satisfaction of the exercise of the said balance of the Conversion Right in compliance with the Public Float Requirement.

3.3 The Conversion Right may, subject as provided herein, be exercised by a holder of the Convertible Preference Shares delivering, at its own expense, during normal business hours on a Business Day to the principal place of business of CCT Tech in Hong Kong a notice (the "**Conversion Notice**") duly completed and signed stating the intention of such holder to convert and the address in Hong Kong for the delivery of the certificate(s) for the CCT Tech Ordinary Shares arising from such conversion together with the original certificate(s) of the Convertible Preference Shares. CCT Tech shall be responsible for payment of all taxes and stamp, issue and registration fees and duties (if any), and the levies and charges (if any) of The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") arising on any such conversion. A Conversion Notice once delivered shall be irrevocable.

3.4 The CCT Tech Ordinary Shares arising from the conversion shall be allotted and issued by CCT Tech, credited as fully paid, to the holder of the relevant Convertible Preference Shares or its nominee(s) as it may in writing direct on the day on which the Conversion Notice is given to CCT Tech, and CCT Tech shall within 21 Business Days thereafter issue certificate(s) for the relevant CCT Tech Ordinary Shares to which the holder of the relevant Convertible Preference Shares or such person as it may direct shall become entitled on exercise of its Conversion Right in board lots with one certificate for any odd lot of CCT Tech Ordinary Shares arising from the conversion (unless otherwise directed by the relevant holder) and shall deliver such certificate(s) to the relevant holder at the address in Hong Kong set out in the Conversion Notice (or, in the absence of such address in the Conversion Notice, the registered address of such holder) and, if applicable, a new certificate for any unconverted Convertible Preference Shares.

3.5 Conversion of the Convertible Preference Shares shall be effected in such manner as the directors of CCT Tech shall subject to the CCT Tech Bye-laws and to any other applicable laws and regulations, from time to time determine provided that no conversion shall take place if to do so would result in the CCT Tech Ordinary Shares arising from the conversion being issued at a price below their nominal value as at the date of the conversion.

3.6 CCT Tech Ordinary Shares arising on conversion shall carry the right to receive all dividends and other distributions declared, made or paid upon the CCT Tech Ordinary Shares by reference to any record date on or after the date of surrender of the certificate(s) for the Convertible Preference Shares and the delivery of the Conversion Notice and shall rank pari passu in all other respects and form one class with the CCT Tech Ordinary Shares then in issue and fully paid.

3.7 Until such time as all Convertible Preference Shares have been converted to CCT Tech Ordinary Shares, CCT Tech shall:

(a) at all times keep available for issue and free of all liens, charges, options, mortgages, pledges, claims, equities, encumbrances and other third-party rights of any nature, and not subject to any pre-emptive rights out of its authorised but unissued share capital such number of authorised but unissued CCT Tech Ordinary Shares as would enable all Convertible Preference Shares to be converted to CCT Tech Ordinary Shares and any other rights of conversion into, subscription for or exchange into CCT Tech Ordinary Shares to be satisfied in full; and

(b) use its best endeavours to maintain the listing of the CCT Tech Ordinary Shares on the Main Board of the Stock Exchange.

4. Adjustment to conversion

4.1 If while any of the Convertible Preference Shares remain outstanding, CCT Tech shall subdivide or consolidate the CCT Tech Ordinary Shares, the Conversion Ratio applicable to any subsequent conversion shall in the case of a subdivision be increased or in the case of a consolidation be reduced proportionately.

4.2 Save as provided in paragraph 4.1, no adjustment will be made to the Conversion Ratio as a result of any other changes to the share capital of CCT Tech, including without limitation, to the generality of the foregoing, any bonus issue, scrip dividend or other distribution and any rights issue or other issue of shares, options to subscribe for or any other securities convertible into CCT Tech Ordinary Shares.

4.3 Any adjustment to the Conversion Ratio shall be made to the nearest whole number such that in the event of any fraction of a whole number of CCT Tech Ordinary Shares in the case of a conversion, such fraction shall be rounded down to the nearest whole number of CCT Tech Ordinary Shares.

4.4 Whenever the Conversion Ratio is adjusted as herein provided, CCT Tech shall as soon as possible but no later than 28 days of the event giving rise to such adjustment give written notice to the holders of the Convertible Preference Shares that the Conversion Ratio has been adjusted (setting out brief particulars of the event giving rise to the adjustment, the Conversion Ratio in effect prior to such adjustment, the adjusted Conversion Ratio and the effective date thereof) and such notice shall be conclusive and binding.

5. Non-redemption

Without prejudice to the power of CCT Tech to purchase its shares in accordance with the CCT Tech Bye-laws, the Convertible Preference Shares are non-redeemable once issued.

6. Voting rights

Without prejudice to the sub-paragraph below, holders of the Convertible Preference Shares shall be entitled to receive notices of and attend any general meetings of CCT Tech but shall not be entitled to vote at such general meetings of CCT Tech unless:

6.1 the resolution in question, which if passed would (subject to any consents required for such purpose being obtained) vary or abrogate the rights or privileges of the holders of the Convertible Preference Shares; or

6.2 the resolution in question relates to the dissolution or winding-up of CCT Tech,

in which event the Convertible Preference Shares shall confer on the holders thereof the right to participate and vote (either in person or by proxy) at that general meeting on an "as-converted-to-CCT Tech Ordinary Share" basis at the time of the relevant general meeting.

7. Rights in liquidation

On a return of capital in liquidation or otherwise the assets of CCT Tech available for distribution among the members of CCT Tech shall be applied as follows:

7.1 firstly, towards payment to the holders of the Convertible Preference Shares of an amount equal to the aggregate of the amounts paid up or credited as paid up on all the outstanding Convertible Preference Shares (pro rata to the aggregate of the nominal amount of the Convertible Preference Shares held by each such holder); and

7.2 secondly, the balance of such assets shall belong to and be distributed among the holders of the CCT Tech Ordinary Shares and other classes of shares of CCT Tech currently or to be created in future in the capital of CCT Tech. Holders of the Convertible Preference Shares shall not have the right to participate in such remaining assets.

8. Listing

No listing of the Convertible Preference Shares will be sought on the Stock Exchange or on any other stock exchanges. Application has been made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the CCT Tech Ordinary Shares which may fall to be issued upon the exercise of the Conversion Right attaching to the Convertible Preference Shares;

(C) the possible maximum increase of the percentage of the Company's shareholdings in CCT Tech arising from the conversion of the Convertible Preference Shares into the CCT Tech Ordinary Shares which constitutes a possible very substantial acquisition (the "**Possible Very Substantial Acquisition**") for the Company under the Listing Rules be and is hereby approved; and

(D) any one director of the Company, or any two directors of the Company if affixation of the common seal of the Company is necessary, be and is/are hereby authorised to execute all such other document, instrument and agreement (if any) and do all such acts and things and to take all such steps which in his/her/their opinion, may be necessary, appropriate, desirable or expedient to give effect to or in connection with the matters contemplated in and for completion of the Agreement as amended by the First Supplemental Agreement and the Second Supplemental Agreement, the Disposal, the Possible Very Substantial Acquisition and the transactions contemplated therein and to agree to any variation, amendment, supplement or waiver of matters relating thereto as is/are, in his/her/their opinion, in the interest of the Company, to the extent that such variation, amendment, supplement or waiver does/do not constitute material changes to the material terms of the transactions contemplated under the Agreement as amended by the First Supplemental Agreement and the Second Supplemental Agreement.''

By Order of the Board of
CCT TELECOM HOLDINGS LIMITED
Mak Shiu Tong, Clement
Chairman

Hong Kong, 1 June 2009

Notes:

1. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing or, if the appointor is a corporation, either executed under its common seal or under the hand of any officer, attorney or other person duly authorised to sign the same.

2. Any shareholder entitled to attend and vote at the SGM is entitled to appoint another person as his/her proxy to attend and vote instead of him/her. A shareholder who is the holder of two or more shares may appoint not more than two proxies (who must be an individual or individuals) to attend and vote instead of him/her on the same occasion. A proxy need not be a shareholder of the Company but must attend the SGM in person to represent him/her.

3. In order to be valid, a form of proxy in the prescribed form together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, must be lodged with the branch share registrar and transfer office of the Company in Hong Kong, Tricor Tengis Limited at 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, not later than 48 hours before the time appointed for holding the SGM or any adjourned meeting thereof (as the case may be). Such prescribed form of proxy for use at the SGM is also published on the websites of The Stock Exchange of Hong Kong Limited at www.hkexnews.hk and the Company at www.cct.com.hk.

4. Completion and return of the form of proxy will not preclude shareholders from attending and voting in person at the SGM or at any adjourned meeting thereof (as the case may be) should they so wish, and in such event, the form of proxy shall be deemed to be revoked.

5. Where there are joint registered holders of any share(s), any one of such joint holders may attend and vote at the SGM or at any adjourned meeting thereof (as the case may be), either in person or by proxy, in respect of such share(s) as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the SGM or at any adjourned meeting thereof (as the case may be), 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 in the register of members of the Company in respect of the joint holding.

As at the date of this notice, the executive directors of the Company are Mr. Mak Shiu Tong, Clement, Mr. Tam Ngai Hung, Terry, Ms. Cheng Yuk Ching, Flora and Dr. William Donald Putt and the independent non-executive directors of the Company are Mr. Tam King Ching, Kenny, Mr. Lau Ho Man, Edward and Mr. Chen Li.