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TOM.COM LIMITED

(Incorporated in the Cayman Islands with limited liability)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“Meeting”) of TOM.COM LIMITED (“Company”) will be held at the Grand Ballroom I, Harbour Plaza Hong Kong, 20 Tak Fung Street, Hung Hom, Kowloon, Hong Kong on Thursday, 11 September 2003 at 11:00 a.m. for the purpose of considering and, if thought fit, passing the following resolutions as ordinary resolutions:

ORDINARY RESOLUTIONS

1. **“THAT:**

- (a) the terms of, and the transactions contemplated under, a share purchase agreement dated 2 July 2003 entered into between Turner Broadcasting System Asia Pacific, Inc. (“TBSAP”), TOM Television Group Limited (“TOM TV”), Turner Broadcasting System, Inc. (“TBS”) and the Company (“Share Purchase Agreement”) (a copy of which has been produced to the Meeting, and marked “A” and signed by the chairman of the Meeting for the purpose of identification), including, without limitation:
 - (i) the acquisition of 19,222 ordinary shares of HK\$0.30 each in the capital of China Entertainment Television Broadcast Limited (“CETV”) (“CETV Shares”) by TOM TV from TBSAP at an aggregate consideration of HK\$53,868,750, which will be satisfied by the allotment and issue of 21,250,000 shares of HK\$0.10 each in the capital of the Company (“Consideration Shares”) upon the terms and subject to the conditions set out in the Share Purchase Agreement (“Acquisition”); and
 - (ii) the allotment and issue of the Consideration Shares upon the terms and subject to the conditions set out in the Share Purchase Agreement,

and the execution by each of TOM TV and the Company of, and the performance of its obligations under, the Share Purchase Agreement be and are hereby approved, confirmed and ratified; and

- (b) the directors of the Company (“Directors”) be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Share Purchase Agreement and to make such amendments to the Share Purchase Agreement as the Directors

may consider necessary, desirable or appropriate in connection therewith.”

2. **“THAT** subject to the passing of ordinary resolution no. 1 above:

- (a) the terms of, and the transactions contemplated under, a shareholders deed to be entered into between TOM TV, TBSAP, CETV, the Company and TBS at completion of the Acquisition (“Completion”) in respect of the operation and management of CETV (“Shareholders Deed”) (an engrossed copy of which has been produced to the Meeting, and marked “B” and signed by the chairman of the Meeting for the purpose of identification), and the execution by each of CETV, TOM TV and the Company of, and the performance of its obligations under, the Shareholders Deed be and are hereby approved; and
- (b) the Directors be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Shareholders Deed and to make such amendments to the Shareholders Deed as the Directors may consider necessary, desirable or appropriate in connection therewith.”

3. **“THAT** subject to the passing of ordinary resolution no. 1 above:

- (a) the terms of, and the transactions contemplated under, an option deed to be entered into between TOM TV, TBSAP, the Company and TBS at Completion (“Option Deed”) (an engrossed copy of which has been produced to the Meeting, and marked “C” and signed by the chairman of the Meeting for the purpose of identification), including, without limitation:
 - (i) the granting by TOM TV to TBSAP of an irrevocable and exclusive right to acquire all or part of the CETV Shares held by the Company and its subsidiaries (“Group”) during a period commencing on and from the first day immediately following the expiry of the thirty month after the date of Completion (“Completion Date”) and ending on 30 June 2007 (“First Call Option”) and the exercise of the First Call Option upon the terms and subject to the conditions set out in the Option Deed;
 - (ii) the granting by TOM TV to TBSAP of an irrevocable and exclusive right to acquire all or part of the CETV Shares held by the Group as at the following dates:
 - a. 1 July 2007;
 - b. 1 July 2008;
 - c. 1 July 2009; and
 - d. 1 July 2010, (“Fixed Call Option”) and the exercise of the Fixed Call Option upon the terms and subject to the conditions set out in the Option Deed; and
 - (iii) the acceptance by TOM TV of an irrevocable and exclusive right to require TBSAP to acquire all of the Group’s remaining CETV Shares at the same exercise price of the First Call Option or the Fixed Call Option (as the case may be) upon the terms and subject to the conditions set out in the Option Deed,

and the execution by each of TOM TV and the Company of, and the performance of its obligations under, the Option Deed be and are hereby approved; and

- (b) the Directors be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Option Deed and to make such amendments to

the Option Deed as the Directors may consider necessary, desirable or appropriate in connection therewith.”

4. **“THAT** subject to the passing of ordinary resolution no. 1 above:
 - (a) the terms of, and the transactions contemplated under, a sublease agreement to be entered into between TBS and CETV at Completion in respect of the utilisation by CETV of Asia Satellite Telecommunications Company Limited (“AsiaSat”) 3S satellite transponder capacity supplied by AsiaSat to TBS under a transponder utilisation agreement dated 1 December 1999 entered into between TBS and AsiaSat (“Sub-Lease”) (an engrossed copy of which has been produced to the Meeting, and marked “D” and signed by the chairman of the Meeting for the purpose of identification), and the execution by CETV of, and the performance of its obligations under, the Sub-Lease be and are hereby approved; and
 - (b) the Directors be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Sub-Lease and to make such amendments to the Sub-Lease as the Directors may consider necessary, desirable or appropriate in connection therewith.”
5. **“THAT** subject to the passing of ordinary resolution no. 1 above:
 - (a) the terms of, and the transactions contemplated under, a services agreement to be entered into between TBSAP and CETV at Completion in respect of the provision of certain services by TBSAP to CETV (“Services Agreement”) (an engrossed copy of which has been produced to the Meeting, and marked “E” and signed by the chairman of the Meeting for the purpose of identification), and the execution by CETV of, and the performance of its obligations under, the Services Agreement be and are hereby approved; and
 - (b) the Directors be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Services Agreement and to make such amendments to the Services Agreement as the Directors may consider necessary, desirable or appropriate in connection therewith.”
6. **“THAT** subject to the passing of ordinary resolution no. 1 above:
 - (a) the terms of, and the transactions contemplated under, a program management agreement to be entered into between TBSAP, CETV and TOM TV at Completion in respect of the provision of certain programming management services by TBSAP to CETV (“Program Management Agreement”) (an engrossed copy of which has been produced to the Meeting, and marked “F” and signed by the chairman of the Meeting for the purpose of identification), and the execution by CETV of, and the performance of its obligations under, the Program Management Agreement be and are hereby approved; and
 - (b) the Directors be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Program Management Agreement and to make such amendments to the Program Management Agreement as the Directors may consider necessary, desirable or appropriate in connection therewith.”
7. **“THAT** subject to the passing of ordinary resolution no. 1 above:
 - (a) the terms of, and the transactions contemplated under, an asset purchase agreement to be entered

into between TBSAP and CETV at Completion in respect of the acquisition of certain office equipment by CETV from TBSAP (“Asset Purchase Agreement”) (an engrossed copy of which has been produced to the Meeting, and marked “G” and signed by the chairman of the Meeting for the purpose of identification), and the execution by CETV of, and the performance of its obligations under, the Asset Purchase Agreement be and are hereby approved; and

- (b) the Directors be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Asset Purchase Agreement and to make such amendments to the Asset Purchase Agreement as the Directors may consider necessary, desirable or appropriate in connection therewith.”

8. **“THAT** subject to the passing of ordinary resolution no. 1 above:

- (a) the terms of, and the transactions contemplated under, a deed of indemnity to be executed by TBSAP in favour of CETV at Completion in respect of certain tax liabilities incurred by CETV from 31 May 2000 to the Completion Date which have not been disclosed in the audited accounts of CETV for the years ended 31 December 2001 and 31 December 2002, respectively (“Tax Deed”) (an engrossed copy of which has been produced to the Meeting, and marked “H” and signed by the chairman of the Meeting for the purpose of identification), and the execution by CETV of, and the performance of its obligations under, the Tax Deed be and are hereby approved; and
- (b) the Directors be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Tax Deed and to make such amendments to the Tax Deed as the Directors may consider necessary, desirable or appropriate in connection therewith.”

9. **“THAT:**

- (a) the terms of, and the transactions contemplated under:
 - (i) a deed of indemnity dated 2 July 2003 executed by the Company in favour of TBSAP in respect of the proposed acquisition of 4,800 CETV Shares by TBSAP from Lark International Multimedia Limited (a copy of which has been produced to the Meeting, and marked “I” and signed by the chairman of the Meeting for the purpose of identification); and
 - (ii) a deed of indemnity dated 2 July 2003 executed by the Company in favour of TBSAP in respect of the proposed acquisition of 1,200 CETV Shares by TBSAP from Mr. CHUA Wah Peng, Robert (a copy of which has been produced to the Meeting, and marked “J” and signed by the chairman of the Meeting for the purpose of identification),

(collectively, “Indemnity Deeds”) and the execution by the Company of, and the performance of its obligations under, the Indemnity Deeds be and are hereby approved, confirmed and ratified; and

- (b) the Directors be and are hereby authorised to sign any document and/or do anything on behalf of the Company which they may consider necessary, desirable or appropriate for the purposes of, or in connection with, the implementation of the Indemnity Deeds and to make such amendments to the Indemnity Deeds as the Directors may consider necessary, desirable or appropriate in connection therewith.”

Head office and principal place of business:

48 Floor
The Center
99 Queen's Road Central
Central, Hong Kong

Notes:

1. Any member of the Company 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 such member. A proxy need not be a member of the Company.
2. To be valid, the form of proxy, together with any power of attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof, must be deposited at the principal place of business of the Company at 48 Floor, The Center, 99 Queen's Road Central, Central, Hong Kong not less than 48 hours before the time appointed for holding the Meeting or any adjournment thereof.

By Order of the Board
TOM.COM LIMITED
Angela Mak
Company Secretary

Hong Kong, 26 August 2003

This announcement, for which the Directors of the Company 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 of the Company, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief:- (i) the information contained in this announcement is accurate and complete in all material respects and not misleading; (ii) there are no other matters the omission of which would make any statement in this announcement misleading; and (iii) all opinions expressed in this announcement have been arrived at after due and careful consideration and are founded on bases and assumptions that are fair and reasonable.

This announcement will remain on the GEM website at www.hkgem.com on the "Latest Company Announcements" page for at least 7 days from the date of its posting and on the website of the Company at www.tomgroup.com.