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西安海天天綫科技股份有限公司

XI'AN HAITIAN ANTENNA TECHNOLOGIES CO., LTD.*

(a joint stock limited company incorporated in the People's Republic of China with limited liability)

(Stock Code: 8227)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an extraordinary general meeting (the "EGM") of Xi'an Haitian Antenna Technologies Co., Ltd., (the "Company") will be held at Meeting Room, Level 4, No. 68 Keji San Road, National Hi-tech Industrial Development Zone, Xi'an, Shaanxi Province, the People's Republic of China ("PRC") on 28 November 2011 at 2:30 p.m. for the following purposes to consider and, if thought fit, to pass, with or without modification, the following resolutions of the Company:

ORDINARY RESOLUTIONS

1. **"THAT** the cooperation framework agreement dated 20 August 2011 entered into between the Company and Fujian Sunnada Communication Co., Ltd.* (福建三元達通訊股份有限公司, "Fujian Sunnada") (the "Cooperation Framework Agreement"), a copy of which has been produced to this meeting marked "A" and signed by the Chairman of this meeting for the purpose of identification, and the transactions contemplated therein, be and are hereby approved, confirmed and/or ratified and that the executive directors of the Company (the "Executive Directors") authorised for and on behalf of the Company, among other matters, to sign, execute, perfect, deliver or to authorise signing, executing, perfecting and delivering all such documents and deeds be hereby approved, confirmed and ratified, and any Executive Director be and is hereby authorised to do or authorise doing all such acts, matters and things as he may in his absolute discretion consider necessary, expedient or desirable to give effect to and implement the transactions pursuant to the Cooperation Framework Agreement and to waive compliance from or make and agree such variations of a non-material nature to any of the terms thereof as he may in his discretion consider to be desirable and in the interest of the Company."

* *for identification purpose only*

2. **“THAT** the joint venture agreement dated 20 August 2011 entered into between the Company and Fujian Sunnada and Mr. Ren Yuwen (任玉文) (collectively, the “Joint Venture Agreement”), 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 therein, be and are hereby approved, confirmed and/or ratified and that the Executive Directors authorised for and on behalf of the Company, among other matters, to sign, execute, perfect, deliver or to authorise signing, executing, perfecting and delivering all such documents and deeds be hereby approved, confirmed and ratified, and any Executive Director be and is hereby authorised to do or authorise doing all such acts, matters and things as he may in his absolute discretion consider necessary, expedient or desirable to give effect to and implement the transactions pursuant to the Joint Venture Agreement and to waive compliance from or make and agree such variations of a non-material nature to any of the terms thereof as he may in his discretion consider to be desirable and in the interest of the Company.”
3. **“THAT** a agreement to be entered into between the Company and 西安三元達海天線有限公司 (Xi’an Sunnada Haitian Antenna Co., Ltd.*) in relation to the sale and purchase of 128 multi-probe 3D radiation pattern test system and ancillary equipment (the “Equipment Sale and Purchase Agreement”), the form 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 therein, be and are hereby approved, and any Executive Director be and is hereby authorised for and on behalf of the Company to sign, execute, perfect, deliver or to authorise signing, executing, perfecting and delivering the Equipment Sale and Purchase Agreement and to do or authorise doing all such acts, matters and things as he may in his absolute discretion consider necessary, expedient or desirable to give effect to and implement the transactions pursuant to the Equipment Sale and Purchase Agreement and to waive compliance from or make and agree such variations of a non-material nature to any of the terms thereof as he may in his discretion consider to be desirable and in the interest of the Company.”
4. **“THAT** an agreement to be entered into between the Company and 西安三元達海天線有限公司 (Xi’an Sunnada Haitian Antenna Co., Ltd.*) in relation to the sale and purchase of the intangible assets owned by the Company (the “Intangible Assets Sale and Purchase Agreement”), the form 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 therein, be and are hereby approved, and any Executive Director be and is hereby authorised for and on behalf of the Company to sign, execute, perfect, deliver or to authorise signing, executing, perfecting and delivering the Intangible Assets Sale and Purchase Agreement and to do or authorise doing all such acts, matters and things as he may in his absolute discretion consider necessary, expedient or desirable to give effect to and implement the transactions pursuant to the Intangible Assets Sale and Purchase Agreement and to waive compliance from or make and agree such variations of a non-material nature to any of the terms thereof as he may in his discretion consider to be desirable and in the interest of the Company.”

5. “**THAT** an agreement to be entered into between the Company and 西安三元達通訊技術研究院 (Xi’an Sunnada Telecommunication Technology Research Institute*) in relation to the sale and purchase of a parcel of land located at Keji San Lu, Xi’an National Hitech Industrial Development Zone, Xi’an, Shaanxi Province, the PRC with a site area of 2,567.5 sq.m. for a land use right of up to 4 August 2050 and a complex building of 6-storeys erected thereon with a construction area of 3,512.32 sq.m. (the “Land and Building Sale and Purchase Agreement”), the form 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 therein, be and are hereby approved, and any Executive Director be and is hereby authorised for and on behalf of the Company to sign, execute, perfect, deliver or to authorise signing, executing, perfecting and delivering the Land and Building Sale and Purchase Agreement and to do or authorise doing all such acts, matters and things as he may in his absolute discretion consider necessary, expedient or desirable to give effect to and implement the transactions pursuant to the Land and Building Sale and Purchase Agreement and to waive compliance from or make and agree such variations of a non-material nature to any of the terms thereof as he may in his discretion consider to be desirable and in the interest of the Company.”

Yours faithfully
By Order of the Board,
Xi’an Haitian Antenna Technologies Co., Ltd.*
Professor Xiao Liangyong
Chairman

Xi’an, the PRC, 14 October 2011

Notes:

1. The register of members of the Company shall be closed from 29 October 2011 to 28 November 2011 (both days inclusive), during which period no transfer of shares of the Company can be registered.
2. Holders of domestic shares and H shares whose names appear on the register of members of the Company at the close of business on 28 October 2011 shall be entitled to attend and vote at the EGM convened by the above notice and may appoint one or more proxies in writing to attend and, in the event of a poll, vote on their behalves. A proxy need not be a member of the Company.
3. A proxy form for the EGM is herewith enclosed. In order to be valid, the proxy form must be deposited by hand or by post, for holders of H shares, to the H shares registrar of the Company, Computershare Hong Kong Investor Services Limited and, for holders of domestic shares, to the Company’s head office no later than 24 hours before the time for holding the EGM. If the proxy form is signed by a person under a power of attorney or other authority, a notarially certified copy of that power of attorney or authority shall be deposited at the same time as mentioned in the proxy form.
4. Shareholders or their proxies shall produce their identity documents when attending the EGM.

** for identification purpose only*

5. Shareholders who intend to attend the EGM should complete and return the enclosed reply slip by hand or by post, for holders of H shares, to the H share registrar of the Company, Computershare Hong Kong Investor Services Limited and, for holders of domestic shares, to the Company's head office no later than 8 November 2011.
6. Shareholders or proxies attending the EGM should state clearly, in respect of each resolution requiring a vote, whether they are voting for or against a resolution. Abstention votes will not be regarded by the Company as having voting rights for the purpose of vote counts.
7. The EGM is expected to take half a day. Shareholders or proxies attending the EGM shall be responsible for their own transportation, meal and accommodation expenses.
8. The address of the Company's head office is as follows:

No. 66 Jinye Road
National Hi-tech Industrial Development Zone
Xi'an, Shaanxi Province
The People's Republic of China
Post Code: 710075

Contact person: Mr. Wang Yun
Tel: 86-29-87660027
Fax: 86-29-87660188

The address of the Company's H share registrar is as follows:

Computershare Hong Kong Investor Services Limited
Hopewell Centre
17M Floor
183 Queen's Road East
Wanchai
Hong Kong

As at the date of this notice, the Board comprises Professor Xiao Liangyong (肖良勇教授), Mr. Xiao Bing (肖兵先生) and Mr. Zuo Hong (左宏先生) being executive Directors; Mr. Liu Ruixuan (劉瑞軒先生), Mr. Sun Wenguo (孫文國先生), Mr. Li Wenqi (李文琦先生), Mr. Cong Chunshui (叢春水先生) and Mr. Xie Yiqun (解益群先生) being non-executive Directors; and Professor Gong Shuxi (龔書喜教授), Mr. Lei Huafeng (雷華鋒先生) and Mr. Qiang Wenyu (強文郁先生) being independent non-executive Directors.

This notice, 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 notice is accurate and complete in all material aspects and not misleading or deceptive and there are no other matters the omission of which would make any statement herein or this notice misleading.

This notice will remain on the "Latest Company Announcements" page of the GEM website at <http://www.hkgem.com> for at least 7 days from the date of its posting and at the website of the Company at <http://www.xaht.com>.