

NOTICE OF MEETING OF BONDHOLDERS

THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. This notice contains important information which should be read carefully before any decision is made with respect to the proposal set out below. If you are in doubt as to the action you should take, you are recommended to seek your own financial and legal advice, including in respect of any tax consequences, immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser. Any individual or company whose Bonds are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if it wishes to vote in respect of the proposal. None of the Company, any of the Agents or the Safekeeping Agent (each as defined below) makes any recommendation as to whether or not or how Bondholders should accept the proposal.

The distribution of this notice may be restricted by law in certain jurisdictions and persons into whose possession this notice comes are requested to inform themselves about, and to observe, any such restrictions.

If you have sold or otherwise transferred your entire holding(s) of Bonds, please forward this document immediately to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.



21VIANET GROUP, INC.
(the Company)

RMB1,000,000,000 7.875% BONDS DUE 2016
(CMU Instrument No.: CILHFB13003; Common Code: 090713205)
(the Bonds)

NOTICE OF A MEETING OF BONDHOLDERS of holders of the Bonds (the Bondholders)

NOTICE IS HEREBY GIVEN that a meeting of the Bondholders convened by the Company will be held at the offices of Skadden, Arps, Slate, Meagher & Flom at 42/F, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong on June 27, 2014 at 2:00 p.m. (Hong Kong time) (the **Meeting of Bondholders**) for the purpose of considering and, if thought fit, passing the following Resolution which will be proposed as an Extraordinary Resolution in accordance with the provisions of the fiscal agency agreement dated March 20, 2013 (the **Fiscal Agency Agreement**) between the Company and Citicorp International Limited as fiscal agent, registrar, calculation agent, CMU lodging and paying agent and transfer agent. Terms defined in the Fiscal Agency Agreement will, unless the context otherwise requires, have the same meanings in this Notice.

The holders of the Bonds may appoint proxies by executing and delivering a form of proxy in the English language (attached as Annex B to this Notice and also available from the specified office of any Agent) (a **Form of Proxy**) to the specified office of the Fiscal Agent (Address: 55/F, One Island East, 18 Westlands Road, Island East, Hong Kong, Fax Number: +852 2621 3183, Attention: A&T OPS, Reference: 21Vianet Consent/Tender with a copy to: Citicorp International Limited, Fax Number: +852 2323 0279, Attention: Agency & Trust, Reference: 21Vianet Consent/Tender) no later than 10:00 a.m., on June 24, 2014 or, in the case of corporations, may appoint representatives by resolution in the English language of their directors or other similar governing

body and by delivering an executed copy of such resolution (the **Appointment of Representative**) to the Fiscal Agent **no later than 10:00 a.m., on June 24, 2014.**

A Bondholder who wishes to appoint a proxy or a representative as aforesaid or who wishes to attend the Meeting of Bondholders in person and vote **MUST** also (i) arrange for the transfer and deposit of such Bonds to the Safekeeping Account (as defined in **Voting and Quorum** below) and (ii) comply with the other requirements set out in that section. Failure to both so transfer and deposit such Bonds and fully comply with such requirements will invalidate the appointment of Proxy or the appointment of Representative, as the case may be, and will result in such Bondholder not being entitled to count in the quorum or vote at such Meeting of Bondholders.

EXTRAORDINARY RESOLUTIONS

“THAT this Meeting of the holders of the RMB1,000,000,000 7.875% Bonds due 2016 (the **Bonds**) of 21Vianet Group, Inc. presently outstanding hereby:

1. assents to the modification of the Terms and Conditions of the Bonds as set out in Schedule 2 to the fiscal agency agreement dated March 20, 2013 (the **Fiscal Agency Agreement**) between the Company and Citicorp International Limited as fiscal agent, registrar, calculation agent, CMU lodging and paying agent and transfer agent (together, the **Agents**) to (A) remove the requirement that the Company shall not permit the Maximum Leverage Ratio as at the end of any Relevant period to exceed 0.8:1 and (B) to amend the applicable ratio of Adjusted EBITDA to Consolidated Interest Expense by replacing Condition 4 of the Terms and Conditions of the Bonds with the following:

4. Covenants

(a) Negative Pledge

So long as any Bond remains outstanding (as defined in the Fiscal Agency Agreement), the Issuer will not, and will ensure that none of its Subsidiaries will create, or have outstanding, any Security upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness, or any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto according to the Bonds the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of the Bondholders.

(b) Consolidation, Merger and Sale of Assets

The Issuer shall not consolidate with or merge with or into, or sell, convey, transfer or lease all or substantially all of the properties and assets of the Issuer and its Subsidiaries taken as a whole on the consolidated basis to another person, unless (i) the resulting, surviving or transferee person (if not the Issuer) is a corporation organized and existing under the laws of the United States of America, any State thereof, the District of Columbia, the Cayman Islands, the British Virgin Islands, Bermuda or Hong Kong and such corporation (if not the Issuer) expressly assumes all of Issuer's obligations under the Bonds and the Fiscal Agency Agreement (including, for the avoidance of doubt, the obligation to pay additional amounts as set forth in Condition 8); and (ii) immediately after giving effect to such transaction, no default or event of default has occurred and is continuing under the Bonds. Upon any such consolidation, merger or sale, conveyance, transfer or lease, the resulting, surviving or transferee person (if not the Issuer) shall succeed to, and may exercise every right and power

of, the Issuer under the Bonds and the Fiscal Agency Agreement, and the Issuer shall be discharged from its obligations under the Bonds and the Fiscal Agency Agreement except in the case of any such lease.

(c) Financial Covenants

For so long as any Bond remains outstanding, the Issuer shall not directly or indirectly permit:

- (i) the Dividend with respect to any fiscal year to be more than 30% of Net Profit After Tax per Annum with respect to the same fiscal year; and
- (ii) the ratio of Adjusted EBITDA to Consolidated Interest Expense to be less than:
 - (A) 2.25:1 for the Relevant Periods ending on June 30, 2014 and December 31, 2014; and
 - (B) 2.50:1 for the Relevant Periods ending on June 30, 2015 and December 31, 2015;

provided that if Consolidated Interest Expense for any Relevant Period is equal to or less than zero, the Issuer shall be deemed to comply with this subclause (ii).

The financial covenants set out in this Condition shall be calculated in accordance with US GAAP and tested by reference to the audited (or, as the case may be, unaudited) annual consolidated financial statements or interim consolidated financial information of the Issuer as at the end of each Relevant Period.

So long as any of the Bonds remain outstanding, the Issuer will provide to the Fiscal Agent (i) within 120 days after the close of each fiscal year, an Officers' Certificate stating the ratio of Adjusted EBITDA to Consolidated Interest Expense with respect to the two most recent fiscal semi-annual periods and showing in reasonable detail the calculation of the ratio of Adjusted EBITDA to Consolidated Interest Expense, including the arithmetic computations of each component of the ratio of Adjusted EBITDA to Consolidated Interest Expense, with a certificate from the Issuer's external auditors verifying the accuracy and correctness of the calculation and arithmetic computation, provided that the Issuer shall not be required to provide such auditor certification if its external auditors refuse to provide such certification; and (ii) as soon as possible and in any event within 30 days after the Issuer becomes aware of the occurrence of an Event of Default, an Officers' Certificate setting forth the details of the Event of Default, and the action which the Issuer proposes to take with respect thereto.

In this Condition 4:

"Adjusted EBITDA" means Consolidated EBITDA excluding share-based compensation expenses and changes in the fair value of contingent purchase consideration payable.

"Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all classes of partnership interests in a partnership, any and all membership interests in a limited liability company, any and all other equivalent ownership interests and any and all warrants, rights or options to purchase any of the foregoing.

"cash Dividend" means (a) any Dividend which is to be paid in cash and (b) any Dividend determined to be a cash Dividend pursuant to the definition of "Dividend".

“**Consolidated EBIT**” means, for any Relevant Period, the consolidated profits before tax of the Group for that Relevant Period:

- (A) adding back interest expense (as reflected in the income statement)
- (B) before taking into account any consolidated interest income;
- (C) before taking into account any items treated as Exceptional or Extraordinary items; and
- (D) before taking into account the profit/loss of any member of the Group which is attributable to minority interest,

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining the profits of the Group from ordinary activities before taxation.

“**Consolidated EBITDA**” means for any Relevant Period, Consolidated EBIT for that Relevant Period before deducting any amount attributable to amortization of goodwill and other intangible assets or depreciation of tangible assets.

“**Consolidated Interest Expense**” means in respect of any financial year of the Issuer, interest expense paid net of interest income received as stated in the audited annual and unaudited semi-annual consolidated financial statements of the Issuer.

“**Dividend**” means any dividend or distribution of cash or other property or assets or evidences of the Issuer’s indebtedness with respect to the Capital Stock of the Issuer, whenever paid or made and however described provided that where a cash Dividend is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the issue or delivery of Shares or other property or assets, or where a capitalization of profits or reserves is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the payment of a Dividend, then for the purposes of this definition the Dividend in question shall be treated as a Dividend of (i) such cash Dividend or (ii) the Fair Market Value (on the date of announcement of such Dividend or date of capitalization (as the case may be) or, if later, the date on which the number of Shares (or amount of property or assets, as the case may be) which may be issued or delivered is determined) of such Shares or other property or assets if such Fair Market Value is greater than the Fair Market Value of such cash Dividend;

“**Exceptional**” or “**Extraordinary**” means loss or gain on disposal of items of property, plant and equipment, net fair value loss or gain from available for sale investments, loss or gain on disposal of Subsidiaries and disposal of shares or interests of an associate, loss or gain on disposal of a jointly-controlled entity and disposal of prepaid land lease payment, loss or gain resulting from the cumulative effect of a change in accounting principles, translation losses and gains due solely to fluctuations in currency values and related tax effects, non-cash gains or losses attributable to movements in the mark-to-market valuation of any convertible or exchangeable securities and any other loss or gain which is a result of a one-off and non-recurring transaction but does not include revenue or income from concessionaire sales or interest income;

“**Fair Market Value**” means the price that would be paid in an arm’s-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy, as determined in good faith by the board of

directors of the Issuer, whose determination shall be conclusive if evidenced by a resolution of such board of directors.

“**Group**” means the Issuer and its Subsidiaries, taken as a whole.

“**Officers’ Certificate**” means a certificate signed by one of the executive officers of the Issuer.

“**Net Profit After Tax per Annum**” means the profit of the Group, after deduction of all expenses, finance costs and taxes, but without deduction for share based compensation or changes in the fair value of contingent purchase consideration payable, for the prior 12 month fiscal year.

“**Person**” means any natural person, company, trust, corporation, partnership, firm, association, governmental authority or any other entity whether acting in an individual, fiduciary or other capacity.

“**Relevant Indebtedness**” means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market.

“**Relevant Period**” means each period of twelve months ending on the last day of the Issuer’s financial year and each period of six months ending on the last day of the first half of the Issuer’s financial year.

“**Security**” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to or which has the same effect as any of the foregoing under the laws of any jurisdiction.

“**Shareholder**” means a holder of Shares.

“**Shares**” means the equity shares in the Issuer.

“**Subsidiary**” means any entity whose financial statements at any time are required by US GAAP to be fully consolidated with those of the Issuer (including, but not limited to, each of Beijing aBitCool Network Technology Co., Ltd. and its direct and indirect subsidiaries through which the Issuer conducts its operations in the PRC by way of contractual arrangements).

“**US GAAP**” means the Generally Accepted Accounting Principles in the United States, as in effect from time to time.

2. approves and authorises (a) the execution of a first supplemental fiscal agency agreement (the **First Supplemental Fiscal Agency Agreement**) by the Company and the Agents forthwith, in the form of the draft produced to this Meeting of Bondholders and for the purposes of identification signed by the chairman of the Meeting of Bondholders (the **Chairman**); and (b) the Company and the Agents to execute and do, all such other deeds, instruments, acts and things as may be necessary or appropriate to carry out and give effect to this Resolution and the implementation of the modifications referred to in paragraph 1 of this Resolution;

3. sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Bondholders appertaining to the Bonds against the Company, whether or not such rights arise under the Bonds or

the Fiscal Agency Agreement, involved in or resulting from or to be effected by, the modifications referred to in paragraph 1 of this Resolution and their implementation; and

4. discharges and exonerates the Agents and the Safekeeping Agent (as defined in the notice convening this Meeting of Bondholders) from any liability in respect of any act or omission for which any of them may be or become responsible under the Fiscal Agency Agreement, the Bonds and/or the Safekeeping Agreement (as defined in this Notice) in connection with any action or step taken or omitted to be taken by the Agents or the Safekeeping Agent (as defined above) (or any of them) under or pursuant to or in connection with this Resolution and its implementation, except such as may result from its own willful default, gross negligence or fraud or such Agent.”

Background to the proposed modification of the Terms and Conditions of the Bonds

The amendments contemplated by the Extraordinary Resolutions is intended to allow the Company to continue its strategy of acquiring its debt in order to achieve immediate net interest cost savings and, where appropriate, to source financing opportunities on more appropriate terms.

Consent Fee

Provided that the Extraordinary Resolutions are passed, each Bondholder entitled to vote at the Meeting of Bondholders (whether in person, as a proxy or a representative of a Bondholder), and who votes in favour of the Extraordinary Resolutions (and does not revoke such vote prior to the conclusion of the Meeting of Bondholders) at the meeting of Bondholders to be held on June 27, 2014 at 2:00 p.m. (Hong Kong time), or in the case of an adjourned meeting, the time and date specified in the notice of such adjourned meeting, will be eligible to receive a one-time fee in an amount equal to RMB200 per RMB100,000 principal amount of Bonds held by such Bondholder (the **Consent Fee**).

The Consent Fee will be paid by the Company to each such Bondholder voting in favour of the Extraordinary Resolutions on or around June 30, 2014 following the date on which the Extraordinary Resolutions are passed.

Voting and Quorum

The attention of Bondholders is particularly drawn to the quorum required for the Meeting of Bondholders and for an adjourned Meeting of Bondholders which is set out in Section 2 of **Voting and Quorum** below. Further, as mentioned above, a Bondholder who wishes to appoint a proxy or a representative as aforesaid or who wishes to attend the Meeting of Bondholders in person and vote MUST also (i) arrange for the transfer and deposit of such Bonds to the Safekeeping Account (as defined in **Voting and Quorum** below) and (ii) comply with the other requirements set out in that section. Failure to both so transfer and deposit such Bonds and fully comply with such requirements will invalidate the appointment of Proxy or the appointment of Representative, as the case may be, and will result in such Bondholder not being entitled to vote at such Meeting of Bondholders.

General

Bondholders wishing to attend and vote at the Meeting of Bondholders in person should register their attendance between 1:00 p.m. and 2:00 p.m. (Hong Kong time) on the date, and at the venue, of the Meeting of Bondholders.

Questions concerning this Notice of Meeting of Bondholders from the CMU participants should be directed to Barclays Bank PLC as the Consent Solicitation Agent (Email: tmgap@barclays.com or Telephone: +852 2903 2706).

Beneficial owners who have questions concerning this Notice of Meeting of Bondholders should consult their broker, dealer, commercial bank, custodian or CMU participant for assistance.

Expected Timetable of Events

Event	Date
<i>Announcement of Consent Solicitation Exercise</i>	
Issue of the Notice of the Meeting of Bondholders and publication of the Notice on the website of the Singapore Exchange Securities Trading Limited at www.sgx.com	June 5, 2014
Where the Bondholder shown in the CMU records is not a beneficial owner of the Bonds, such Bondholder will need to pass this Notice to the beneficial owner(s) and complete the transfer and deposit procedures and the voting procedures on the behalf of such beneficial owner(s)	Immediately following the receipt of this Notice
<i>Safekeeping of Bonds and Appointment of Proxy or Representative</i>	
Latest time for Bondholders to deliver either (i) the completed proxy form together with certified true copy of the resolution of the directors or any such governing bodies or power of attorney (and identification documents, if applicable) or (ii) the authorisation appointing a representative together with his or her identification document(s)	10:00 a.m. on June 24, 2014
Latest time for Bondholders to deliver the instruction form relating to the safekeeping of the Bonds to the Company with a copy to the Safekeeping Agent, the Fiscal Agent and the Chairman of the Meeting	10:00 a.m. on June 24, 2014
<i>Blocking Deadline</i>	
Latest time for Bondholders to complete transfer and deposit of the Bonds into the Safekeeping Account	10:00 a.m. on June 27, 2014
<i>Meeting of Bondholders</i>	
Pre-meeting registration	1:00 p.m. to 2:00 p.m. on June 27, 2014
Time and date of the Meeting of Bondholders	2:00 p.m. on June 27, 2014
<i>Publication of Meeting of Bondholders Results</i>	
Issuance of notice of the results of the Meeting to Bondholders and publication of such notice on the website of the Singapore Exchange Securities Trading Limited at www.sgx.com	No later than 14 days of such result being known
<i>Payment of Consent Fee if Extraordinary Resolution Passed</i>	
Payment of Consent Fee to eligible Bondholders	June 30, 2014, no later than 5:00 p.m.
<i>Bond Return Date</i>	
Return of Bonds in the Safekeeping Account to Bondholders	June 30, 2014, no later than 5:00 p.m.

Documents available for inspection

Copies of the following documents will be available for inspection by Bondholders at any time during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the specified office of the Fiscal Agent set out below from the date of this Notice:

- (a) the Offering Circular dated March 15, 2013 relating to the issuance of the Bonds;
- (b) the Fiscal Agency Agreement dated March 20, 2013 (including the Terms and Conditions of the Bonds);
- (c) the Safekeeping Agreement dated on or about June 5, 2014;
- (d) the Declaration of Trust dated on or about June 5, 2014; and
- (e) the form of the draft First Supplemental Fiscal Agency Agreement referred to in the Extraordinary Resolution set out above.

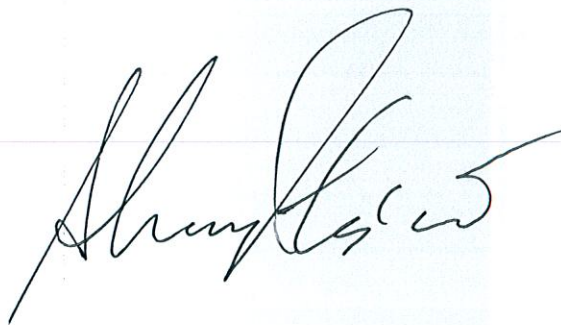
**FISCAL AGENT, REGISTRAR, CALCULATION AGENT, CMU LODGING AND PAYING AGENT
AND TRANSFER AGENT**

Citicorp International Limited

55/F, One Island East
18 Westlands Road
Island East
Hong Kong

This Notice is given by:
21 Vianet Group, Inc.

June 5, 2014

A handwritten signature in black ink, appearing to read "Sheng Li", is written over a light blue rectangular background.

VOTING AND QUORUM

1. The provisions governing the convening and holding of a Meeting are set out in Schedule 3 to the Fiscal Agency Agreement, a copy of which is available for inspection by the Bondholders during normal business hours at the specified office of the Agents at 9th Floor, Two Harbourfront, 22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong.

All of the Bonds are registered in the name of the Hong Kong Monetary Authority as operator of the Central Moneymarkets Unit Service (the **CMU Operator**). For the purposes of the Meeting and this Notice, a Bondholder shall mean each person who is for the time being shown in the records of the Central Moneymarkets Unit Service (the **CMU**) as the holder of a particular nominal amount of the Bonds on June 4, 2014 (the **Holder of Record**) unless the context otherwise requires and Bondholders and related expressions shall be construed accordingly. Where any beneficial owner of the Bonds is not a Holder of Record, such beneficial owner will need to make necessary arrangements, either directly or with any other intermediary through which it holds its Bonds, for the Holder of Record to complete the transfer and deposit procedures and the voting procedures, in each case as outlined below, on its behalf.

Safekeeping of the Bonds

For the purposes of the Meeting, the Company will open a special safekeeping account (the **Safekeeping Account**) with the Safekeeping Agent pursuant to the safekeeping agreement dated on or about June 5, 2014 (the **Safekeeping Agreement**) between the Company and Citibank, N.A., Hong Kong Branch, as safekeeping agent (the **Safekeeping Agent**), and any Bondholder wishing to vote in relation to the Extraordinary Resolutions is required to transfer and deposit its Bonds to such Safekeeping Account so that the Bonds may not be traded or transferred during the period from the time at which the Bonds are deposited into the Safekeeping Account to the conclusion of the Meeting (or, if applicable, the conclusion of any adjourned Meeting).

The Company will enter into a declaration of trust (the **Declaration of Trust**) to declare that the Company holds such Bonds credited to the Safekeeping Account as trustee on behalf of the relevant Bondholder solely for the purposes of the Meeting (including any adjournment of the Meeting). The Company will promptly transfer such Bonds back to the relevant Bondholder upon conclusion of the Meeting (or, if applicable, the conclusion of any adjourned Meeting). The Declaration of Trust will be available for inspection at the specified office of the Fiscal Agent set out above.

In order to transfer and deposit its Bonds to the Safekeeping Account, a Bondholder must complete an instruction form in the form attached as Annex A to this Notice (the **Instruction Form**) and deliver the same to the Company (together with a copy of the completed Form of Proxy or Appointment of Representative (as applicable)) by facsimile (Fax Number +Fax No: +852 2621 3183, Attention: Regional A&T OPS (21Vianet Tender Offer)) (with a copy to each of (i) the Safekeeping Agent and the Fiscal Agent (Address: 55/F, One Island East, 18 Westlands Road, Island East, Hong Kong, Fax Number: +852 2621 3183, Attention: A&T OPS, Reference: 21Vianet Consent with a copy to: Citicorp International Limited, Fax Number: +852 2323 0279, Attention: Agency & Trust, Reference: 21Vianet Consent); and (ii) Mr. Edward Lam (who the Company has appointed to be the chairman of the Meeting (the **Chairman**)) (Fax No: +852 3910 4706, Attention: Chairman of the Meeting (21Vianet Consent/Tender)).

Any Bondholder wishing to vote in relation to the Extraordinary Resolution must complete the transfer and deposit the Bonds into the Safekeeping Account by no later than 10:00 a.m. (Hong Kong time) on June 27, 2014 (the **Blocking Deadline**). Such Bonds will then be held to the order or under the control of the Company (but on terms of the Declaration of Trust and the Safekeeping Account) and will not be released until the conclusion of the Meeting (or, if applicable, the conclusion of any adjourned Meeting).

The Instruction Form (together with a copy of the completed Form of Proxy or, as the case may be, the Appointment of Representative) must be delivered to the Company (with a copy to each of the Safekeeping

Agent, the Fiscal Agent and the Chairman of the Meeting) by no later than three Business Days prior to the delivery date specified in such Instruction Form.

Appointment of Proxy

A Bondholder not wishing to attend and vote at the Meeting in person (or, if applicable, any adjournment of such Meeting) may appoint any person (a **Proxy**) to act on his or its behalf in connection with the Meeting (or, if applicable, any adjournment of such Meeting) by delivering the Form of Proxy signed by the Bondholder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation by facsimile or by hand to the Fiscal Agent at its specified office (Address: 55/F, One Island East, 18 Westlands Road, Island East, Hong Kong, Fax Number: +852 2621 3183, Attention: A&T OPS, Reference: 21Vianet Consent with a copy to: Citicorp International Limited, Fax Number: +852 2323 0279, Attention: Agency & Trust, Reference: 21Vianet Consent) not later than 10:00 a.m., on June 24, 2014.

In the case of a Bondholder which is a corporation, the Bondholder must also deliver by facsimile or by hand a certified true copy of the resolution of directors or any such governing bodies authorising the execution of such Form of Proxy or a certified true copy of the power of attorney to the Fiscal Agent at its specified office as specified above.

If the Proxy appointed is not the Chairman of the Meeting, the Bondholder must also deliver by facsimile or by hand to the Fiscal Agent at its specified office as specified above a certified true copy of the Proxy's identification document (Hong Kong ID card or passport) for the identification and registration of such Proxy at the Meeting (or, if applicable, any adjourned Meeting).

Appointment of Representative

1. A Bondholder (which is a corporation) wishing to attend and vote at the Meeting in person (or, if applicable, any adjournment of such Meeting) may authorise any person to act as its representative (a **Representative**) in connection with the Meeting (or, if applicable, any adjournment of such Meeting) by delivering a certified true copy of a resolution of its directors or other governing body in the English language authorising such Representative by facsimile or by hand to the Fiscal Agent at its specified office (Address: 55/F, One Island East, 18 Westlands Road, Island East, Hong Kong, Fax Number: +852 2621 3183, Attention: A&T OPS, Reference: 21Vianet Consent/Tender with a copy to: Citicorp International Limited, Fax Number: +852 2323 0279, Attention: Agency & Trust, Reference: 21Vianet Consent/Tender) no later than 10:00 a.m., on June 24, 2014. The Bondholder must also deliver by facsimile or by hand to the Fiscal Agent at its specified office as specified above a certified true copy of the Representative's identification document (Hong Kong ID Card or passport) for the identification and registration of such Representative at the Meeting (or, if applicable, any adjournment of such Meeting).
2. By delivering the abovementioned documents, the Bondholders are deemed to authorise the Company to disclose their instruction to vote for or against the Extraordinary Resolutions, identity, holdings and CMU account details to the Fiscal Agent, the Safekeeping Agent and the Chairman of the Meeting. The quorum required at the Meeting is two or more persons present in person holding Bonds or being proxies or representatives and holding or representing in the aggregate not less than a clear majority in principal amount of the Bonds for the time being outstanding. If a quorum is not present at the Meeting, the Meeting will be adjourned and the Extraordinary Resolutions will be considered at an adjourned Meeting (notice of which will be given to the Bondholders). The quorum at such an adjourned Meeting will be two or more persons present holding Bonds or being proxies and representatives and holding or representing in the aggregate not less than one-third in principal amount of the Bonds for the time being outstanding.

Bondholders should note the foregoing quorum requirement and should be aware that if the Bondholders either present or appropriately represented at the Meeting are insufficient to form a quorum the Extraordinary

Resolution cannot be formally considered at such Meeting. Bondholders are therefore encouraged either to attend the Meeting in person or to arrange to be represented at the Meeting as soon as possible.

3. Every question submitted to the Meeting will be decided on a show of hands unless a poll is duly demanded by the Chairman of the Meeting, the Company or by one or more persons present holding one or more Bonds or being proxies or representatives and holding or representing in the aggregate not less than 2% in principal amount of the Bonds for the time being then outstanding. On a show of hands, every holder who is present in person or any person who is present and is a proxy or representative shall have one vote. On a poll, every such person shall have one vote in respect of each RMB100,000 in principal amount of the Bonds so produced for which he is a proxy or representative.
4. To be passed, the Extraordinary Resolution requires a majority of at least 75% of the votes cast. If passed, the Extraordinary Resolution will be binding upon all the Bondholders, whether or not present at such Meeting and whether or not voting.
5. Notice of the result of the voting on the Extraordinary Resolution shall be given to the Bondholders by the Company within 14 calendar days of such result being known.
6. The Consent Fee will be paid by the Company to each such Bondholder voting in favour of the Extraordinary Resolutions on or around June 30, 2014 following the date on which the Extraordinary Resolutions are approved and upon the amendments to the Terms and Conditions of the Bonds set forth in the Extraordinary Resolutions take effect.

ANNEX A

Instruction Form

To: 21Vianet Group, Inc.
Copy To: (1) Citibank, N.A., Hong Kong Branch (the Safekeeping Agent) and Citicorp International Limited (the Fiscal Agent) (Fax Number: +852 2621 3183)
(2) Mr. Edward Lam (the Chairman of the Meeting) (Fax Number: +852 3910 4706, Attention: Chairman of the Meeting (21Vianet Consent/Tender))



21VIANET GROUP, INC.
(the Company)

RMB1,000,000,000 7.875% BONDS DUE 2016
(CMU Instrument No.: CILHFB13003; Common Code: 090713205)
(the Bonds)

To be delivered by facsimile or by hand to the Company no later than 10:00 a.m. (Hong Kong time) on June 24, 2014 (with a copy by facsimile to the Safekeeping Agent, the Fiscal Agent and the Chairman of the Meeting)

Failure to properly complete and deliver this Instruction Form to the Company (with a copy to the Safekeeping Agent, the Fiscal Agent and the Chairman of the Meeting) by the date and time indicated above may result in this Instruction Form not being actioned to transfer and deposit the Bonds of the Bondholder to the Safekeeping Account and this Instruction Form being treated as null and void. None of the Company, the Fiscal Agent, the Safekeeping Agent or the Chairman of the Meeting assumes any responsibility for informing Bondholders of irregularities with respect to Instruction Forms. Bondholders who have validly submitted an Instruction Form but who fail to validly complete and submit a Form of Proxy or Appointment of Representative in accordance with the Notice of Meeting dated June 5, 2014 (the "Notice of Meeting") will not be entitled to vote at the Meeting.

Terms defined in the Notice of Meeting shall have the same meanings when used in this Instruction Form.

I/We, _____ of _____, being the person shown in the records of the CMU as holder of RMB _____ in principal amount of the Bonds at the time being outstanding (the Holding), hereby (i) instruct the Holding to be transferred on a "Free of Payment" basis from the Holder's Account (as specified below) to the Safekeeping Account on the Delivery Date (as specified below); and (ii) instruct you to transfer such Holding on a "Free of Payment" basis from the Safekeeping Account to the Holder's Account upon the conclusion of the Meeting of Bondholders (or, if applicable, the conclusion of any adjourned Meeting of Bondholders).

Delivery Date: _____ (Latest time for Bondholders to complete transfer and deposit of the Bonds into the Safekeeping Account is 10:00 a.m. on June 27, 2014).

Settlement Method: Free of Payment

Securities: RMB1,000,000,000 7.875% BONDS DUE 2016
CMU No. / ISIN: CILHFB13003 / 090713205

Safekeeping Account:

CMU Account Number: CIHK 015

Reference: Safekeeping Account No. 2316140000– Citi HK-A&T as Agent (21 Vianet) – Consent only

Bondholder's Account:

Account Name : [●]

Account Number: [●]

CMU Account Name : [●]

CMU Account Number : [●]

[We will notify you of the HRN Code⁽¹⁾ (Hong Kong Interbank Clearing Limited Reference Number) for this transfer as soon as the same is generated and prior to settlement]/[The HRN Number (Hong Kong Interbank Clearing Limited Reference Number) for this transfer is [●].] ***[delete option which is not applicable]***

In the event that the Meeting is adjourned, our contact details for receiving any subsequent notices or communications relating to the adjourned Meeting are as follows:

To: [name]
[address]
Attention:: [●]
Fax: [●]
Phone: [●]
Email: [●]
[Reference Details (if required)]: [●]

We enclose with this Instruction Form a copy of :

A completed Form of Proxy ☐
OR
A completed Appointment of Representative ☐

Signed⁽²⁾:Date:

Print name of Signatory⁽³⁾:

Capacity⁽³⁾:

(for and on behalf of)

Telephone:

E-mail:

Name of the Account Represented:

Name of the Beneficial Owner of the Notes:

Telephone number⁽⁴⁾:

Fax number⁽⁴⁾

Notes:

(1) HRIV Code can be obtained from the sending custodian bank after the posting of the trade in the CMU system.

- (2) Must be signed by or on behalf of the relevant Bondholder.*
- (3) In relation to any Bonds, if the signatory is an attorney, executor; administrator, trustee, guardian, officer of a corporation or other person acting in a fiduciary or representative capacity, such signatory must provide the capacity in which he/she is acting and the power of attorney or other authority in a form satisfactory to the Company.*
- (4) Include country and area code in telephone and fax numbers.*

***** **To be used by the Company Only** *****

TO: Citibank N.A., Hong Kong Branch (the **Safekeeping Agent**)
(Fax: +852 2621 3183)
(Attn: **Agency & Trust**)

FROM: 21Vianet Group, Inc.

REFERENCE: Instruction for accepting delivery of Bonds from Holders

1. In accordance with Clause 2.4 of the Safekeeping Agreement dated on or about June 5, 2014, please take the above as our instruction on accepting delivery of the Bonds from the Bondholder electing to join the Meeting;
2. Please confirm to us after receipt of the Bonds; and
3. Please return the Bonds to the Bondholders at the same account after the Meeting.

For and on behalf of
21Vianet Group, Inc.

(Authorised Signatory)
Telephone: [●]
E-mail: [●]

ANNEX B

FORM OF PROXY



21VIANET GROUP, INC.
(the Company)

RMB1,000,000,000 7.875% BONDS DUE 2016
(CMU Instrument No.: CILHFB13003; Common Code: 090713205)
(the Bonds)

CONVENED FOR 2:00 P.M. (HONG KONG TIME) ON JUNE 27, 2014 AT THE OFFICES OF SKADDEN,
ARPS, SLATE, MEAGHER & FLOM, 42/F, EDINBURGH TOWER, THE LANDMARK, 15 QUEEN'S
ROAD CENTRAL, HONG KONG
(the Meeting)

AND ANY ADJOURNMENT TO SUCH MEETING

*(To be completed by a Bondholder who
does not wish to attend and vote at the Meeting
or any adjournment to such Meeting in person and who
wishes to appoint a proxy to attend and vote
thereat on his behalf)*

I/We, _____ of _____, being the person shown in the records of
the CMU as holder of RMB _____ in principal amount of the Bonds at the time being outstanding
(the Holding), hereby appoint Citibank, N.A., London Branch (See Note 1 below) as my/our proxy to act for
me/us and to vote for me/us and on my/our behalf at the Meeting and at any adjournment to such Meeting .
Terms defined in the Notice dated June 5, 2014 convening the Meeting shall have the same meanings when
used in this proxy.

I/We direct my/our proxy to vote IN FAVOUR OF/AGAINST (See Note 2 below) the Extraordinary Resolution
set out in the Notice dated June 5, 2014 convening the Meeting as follows:

RMB.....IN FAVOUR

RMB.....AGAINST

Dated the _____ day of [●] 2014

Signature(s): :

Name and Title: :

(See Notes 3 and 4 below)

Notes:

1. IF IT IS DESIRED TO APPOINT AS PROXY ANY PERSON OTHER THAN CITIBANK, N.A., LONDON BRANCH PLEASE DELETE THE WORDS "CITIBANK, N.A., LONDON BRANCH" AND INSERT THE NAME AND ADDRESS OF THE PERSON YOU DESIRE TO APPOINT. SUCH A PERSON NEED NOT BE A BONDHOLDER.
2. PLEASE FILL IN AS APPROPRIATE. IF THIS FORM OF PROXY IS SIGNED AND RETURNED WITHOUT ANY INDICATION AS TO HOW THE PROXY SHALL VOTE HE WILL EXERCISE HIS DISCRETION BOTH AS TO HOW HE VOTES AND AS TO WHETHER OR NOT HE ABSTAINS FROM VOTING.
3. IN THE CASE OF A CORPORATION, THIS FORM OF PROXY MUST BE EXECUTED EITHER UNDER ITS COMMON SEAL OR SIGNED ON ITS BEHALF BY AN ATTORNEY OR A DULY AUTHORISED OFFICER OF THE CORPORATION.
4. TO BE VALID, THIS FORM OF PROXY AND THE POWER OF ATTORNEY OR OTHER AUTHORITY (if ANY) UNDER WHICH IT IS SIGNED OR A CERTIFIED COPY OF SUCH POWER OR AUTHORITY MUST BE DELIVERED TO THE ATTENTION OF CITICORP INTERNATIONAL LIMITED, 55/F, ONE ISLAND EAST, 18 WESTLANDS ROAD, ISLAND EAST, HONG KONG, FAX NUMBER: +852 2621 3183, ATTENTION: A&T OPS, REFERENCE: 21VIANET CONSENT/TENDER, NO LATER THAN 10:00 A.M., ON JUNE 24, 2014, OR AS THE CASE MAY BE, ANY ADJOURNMENT TO SUCH MEETING.
5. ANY ALTERATIONS IN THIS FORM OF PROXY SHOULD BE INITIALED.