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TECHNOVATOR INTERNATIONAL LIMITED

同方泰德國際科技有限公司*

(incorporated in Singapore with limited liability)

(Stock Code: 1206)

- (1) MAJOR TRANSACTION IN RELATION TO DEEMED DISPOSALS
AND DISPOSALS OF SHARES OF DISTECH CONTROLS**
- (2) CONNECTED TRANSACTION IN RELATION
TO DEEMED DISPOSAL OF SHARES OF DISTECH CONTROLS**
- (3) DISCLOSEABLE TRANSACTION IN RELATION
TO SHARE EXCHANGE AGREEMENT
AND**
- (4) DISCLOSEABLE AND CONNECTED TRANSACTION IN RELATION
TO REPURCHASE OF SHARES OF DISTECH CONTROLS**

THE AGREEMENTS

(A) Subscription Agreement

The Board announces that on 11 March 2013 (Montreal time, after trading hours in Hong Kong), Distech Controls, a direct non wholly-owned subsidiary of the Company, the Company, the Investors, Mr. Veilleux and 9109 entered into the Subscription Agreement, pursuant to which, among others, each of the Investors agreed, on its own behalf, to subscribe such number of Preferred Shares at a price of approximately CAD\$2.63 per Preferred Share as set out below:

Investor	Number of Preferred Shares	Subscription Price
CDPQ	2,243,879 Class A Preferred Shares	CAD\$5,899,988.13
EnerTech	114,096 Class A Preferred Shares and 836,701 Class B Preferred Shares	CAD\$2,499,997.11
EDC	1,901,593 Class A Preferred Shares	CAD\$4,999,991.59

* For identification purposes only

Investor	Number of Preferred Shares	Subscription Price
Fonds	1,939,625 Class A Preferred Shares	CAD\$5,099,991.79
Fonds I	507,092 Class A Preferred Shares	CAD\$1,333,332.49
Samsung	1,901,593 Class A Preferred Shares	CAD\$4,999,991.59
W2	253,545 Class A Preferred Shares	CAD\$666,663.62
TOTAL:	8,861,423 Class A Preferred Shares and 836,701 Class B Preferred Shares	CAD\$25,499,956.32

Completion of the Subscription Agreement is conditional upon, among other things:

- (a) as at or prior to the Closing Date, Distech Controls adopted the amended articles and amended by-laws in accordance with the Subscription Agreement;
- (b) as at or prior to the Closing Date, Distech Controls shall have adopted a form of employee shareholders' agreement in form and substance satisfactory to the Investors to be implemented in connection with any proposed amendment to the Distech Controls ESOP 2008 to occur following the Closing Date;
- (c) the directors and shareholders of the Company approving the transactions contemplated under the Subscription Agreement;
- (d) the directors and shareholders of 9109 approving the transactions contemplated under the Subscription Agreement;
- (e) (i) as at the Closing Date, the indebtedness of Distech Controls, on a consolidated basis, is not higher than CAD\$10,200,000 and (ii) for the 12-month period ended 31 December 2012, EBITDA of Distech Controls, on a consolidated basis is not lower than CAD\$9,500,000;
- (f) Groupe Arcom is no longer a shareholder of Distech Controls;
- (g) confirmation of the consummation of the transactions contemplated under the 9109 Share Purchase Agreement, the CDPQ Share Purchase Agreement, the Fonds Share Purchase Agreement and the 9109 Share Purchase and Rollover Agreement on the terms and conditions set out in the Subscription Agreement;
- (h) execution of the Non-Competition Agreement by Distech Controls, Mr. Veilleux and 9109;
- (i) execution of the Shareholders' Agreement by Distech Controls, the Company, Mr. Veilleux and 9109;
- (j) execution of the Veilleux Employment Agreement by Distech Controls and Mr. Veilleux;
- (k) each Investor receiving the necessary approvals from its respective relevant decision-marking bodies;
- (l) each Investor receiving the positive confirmation from each of the other Investors that they are ready to proceed with the closing of their respective Subscriptions in accordance with the Subscription Agreement; and

(m) confirmation of the consumption of the transactions contemplated in connection with certain pre-closing reorganisations, including, without limitation, confirmation that 587,500 stock options contemplated under the Distech Controls ESOP 2008 shall have been exercised and the Class B Common Shares subscribed to in connection therewith immediately purchased for cancellation by Distech Controls prior to the Closing Date.

Subject to the conditions precedent set out above, completion of the Subscription Agreement shall take place on the Closing Date.

(B) Share Exchange Agreement

To facilitate the implementation of the transactions contemplated under the Fonds Share Purchase Agreement and CDPQ Share Purchase Agreement, the Company and Distech Controls intend to enter into the Share Exchange Agreement on the Closing Date, pursuant to which the Company and Distech Controls agrees to the Technovator Share Exchange.

(C) CDPQ Share Purchase Agreement

As a condition precedent to the completion of the Subscription Agreement, the Company shall enter into the CDPQ Share Purchase Agreement with CDPQ and Distech Controls on the Closing Date, pursuant to which the Company agrees to sell and CDPQ agrees to purchase 798,669 Class A Preferred Shares at a consideration of CAD\$2,100,000.

(D) Fonds Share Purchase Agreement

As a condition precedent to the completion of the Subscription Agreement, the Company shall enter into the Fonds Share Purchase Agreement with Fonds and Distech Controls on the Closing Date, pursuant to which the Company agrees to sell and Fonds agrees to purchase 3,004,516 Class A Preferred Shares at a consideration of CAD\$7,900,000.

(E) 9109 Share Purchase Agreement

As a condition precedent to the completion of the Subscription Agreement, Distech Controls shall enter into the 9109 Share Purchase Agreement with 9109 on the Closing Date, pursuant to which Distech Controls agrees to purchase 2,852,389 Class A Common Shares from 9109 for cancellation at a consideration of CAD\$7,500,000.

(F) 9109 Share Purchase and Rollover Agreement

For Canadian tax purposes, Distech Controls and 9109 intend to enter into the 9109 Share Purchase and Rollover Agreement on the Closing Date, pursuant to which Distech Controls agrees to purchase 950,796 Class A Common Shares from 9109 for cancellation at a consideration of CAD\$2,500,000, which shall be satisfied by way of issuance to 9109 of 9109 Subscription Shares.

(G) USA Termination Agreement

To facilitate the signing of the Shareholders' Agreement, the Company, Distech Controls, Mr. Veilleux and 9109 intend to enter into the USA Termination Agreement on the Closing Date to terminate the USA.

(H) Shareholders' Agreement

As a condition precedent to the completion of the Subscription Agreement, Distech Controls, the Company, the Investors, Mr. Veilleux, 9109 and Fiducie Veilor shall enter into the Shareholders' Agreement on the Closing Date, pursuant to which the terms and conditions governing the business of Distech Controls and certain rights regarding the shares of Distech Controls are defined.

(I) Amendment to articles and by-laws of Distech Controls

As a condition precedent to the completion of the subscription Agreement, Distech Controls shall adopt the amended articles and amended by-laws in accordance with the Subscription Agreement on the Closing Date, such that Distech Controls' authorized capital consists of an unlimited number of Class A Common Shares and Class B Common Shares and of Class A Preferred Shares and Class B Preferred Shares, all without par value, which have attached certain rights and restrictions.

The completion of the Agreements is subject to the independent Shareholders' approval at the EGM. Upon completion of the Agreements, the Company's equity interest in Distech Controls will decrease from 63.81% to 43.98%. Distech Controls will continue to be a subsidiary of the Company following the completion of the Agreements and its financial results will continue to be consolidated into the accounts of the Group.

LISTING RULES IMPLICATIONS

(1) Major transaction in relation to deemed disposals and disposals of shares of Distech Controls

As the Subscriptions under the Subscription Agreement and the 9109 Subscription under the 9109 Share Purchase and Rollover Agreement involve the allotment of shares of a subsidiary of the Company, they constitute deemed disposals by the Company pursuant to Rule 14.29 of the Listing Rules.

Taking into account that the Subscriptions under the Subscription Agreement, the 9109 Subscription under the 9109 Share Purchase and Rollover Agreement and the disposals by the Company under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement involve the disposal of securities in the same company, the Directors consider that it is appropriate to aggregate the transactions under the Subscription Agreement, the 9109 Share Purchase and Rollover Agreement, the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement for the purpose of determining the relevant percentage ratios under Chapter 14 of the Listing Rules.

As certain applicable percentage ratio of the Subscriptions, the 9109 Subscription and the disposals by the Company under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement, in aggregate, is more than 25% but is less than 75%, the Subscriptions, the 9109 Subscription and the disposals by the Company under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement, in aggregate, constitute a major transaction of the Company and shall be subject to the reporting, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

(2) Connected transaction in relation to deemed disposal of shares of Distech Controls

Immediately prior to the completion of the Agreements, Mr. Veilleux is a substantial shareholder, director and chief executive officer of Distech Controls, and 9109 is a company controlled by Mr. Veilleux. Under the Listing Rules, 9109 is a connected person of the Company. Accordingly, the 9109 Subscription, 9109 Repurchase and 9109 Repurchase II constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

As certain applicable percentage ratio of the 9109 Subscription is less than 5% but the total consideration is more than HK\$1 million, the 9109 Subscription is a connected transaction subject to the reporting and announcement requirements set out in Rules 14A.45 to 14A.47 of the Listing Rules but exempt from independent Shareholders' approval requirements pursuant to Rule 14A.34 of the Listing Rules.

(3) Disclosable transaction in relation to Share Exchange Agreement

As certain applicable percentage ratio of the Technovator Share Exchange is more than 5% but is less than 25%, the Technovator Share Exchange is a discloseable transaction subject to the reporting and announcement requirements under Rule 14.34 of the Listing Rules.

(4) Disclosable and connected transaction in relation to repurchase of shares of Distech Controls

Taking into account that the 9109 Repurchase and the 9109 Repurchase II involve the acquisition of securities in the same company, the Directors consider that it is appropriate to aggregate these transactions for the purpose of determining the relevant percentage ratios under Chapters 14 and 14A of the Listing Rules.

As certain applicable percentage ratio of the 9109 Repurchase and 9109 Repurchase II, in aggregate, exceeds 5%, and the consideration of the 9109 Repurchase and 9109 Repurchase II, in aggregate, is more than HK\$10 million, the 9109 Repurchase and the 9109 Repurchase II constitute a discloseable and connected transaction subject to the reporting and announcement requirements set out in Rule 14.34 of the Listing Rules and the reporting, announcement and independent Shareholders' approval requirements set out in Rules 14A.45 to 14A.48 of the Listing Rules.

EGM

The Company will hold the EGM to approve the transactions under the Agreements. A circular containing, among other things, further details of Agreements and a notice convening the EGM, will be despatched to the Shareholders on or before 28 March 2013.

THE AGREEMENTS

(A) Subscription Agreement

Date: 11 March 2013

Parties: (1) Distech Controls
(2) the Company
(3) Investors
(4) Mr. Veilleux
(5) 9109

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, each of the Investors and the ultimate beneficial owner of the Investors are third parties independent of the Company and connected persons of the Company.

Subject matter: Subject to the terms and conditions under the Subscription Agreement, each of the Investors agreed on its own behalf, to subscribe such number of Preferred Shares at a price of approximately CAD\$2.63 per Preferred Share as set out below:

Investor	Number of Preferred Shares	Subscription Price
CDPQ	2,243,879 Class A Preferred Shares	CAD\$5,899,988.13
EnerTech	114,096 Class A Preferred Shares and 836,701 Class B Preferred Shares	CAD\$2,499,997.11
EDC	1,901,593 Class A Preferred Shares	CAD\$4,999,991.59
Fonds	1,939,625 Class A Preferred Shares	CAD\$5,099,991.79
Fonds I	507,092 Class A Preferred Shares	CAD\$1,333,332.49
Samsung	1,901,593 Class A Preferred Shares	CAD\$4,999,991.59
W2	253,545 Class A Preferred Shares	CAD\$666,663.62
TOTAL:	8,861,423 Class A Preferred Shares and 836,701 Class B Preferred Shares	CAD\$25,499,956.32

- Consideration: The consideration per Preferred Share payable under the Subscription Agreement is approximately CAD\$2.63 which was arrived at through arm's length negotiation among the parties to the Subscription Agreement. When determining the consideration, the Board has taken into account the market multiples of comparable companies and financial information of the Distech Controls and is of the view that the consideration is fair and reasonable and in the interests of the Company and the Shareholders as a whole.
- Payment: The considerations are payable on the Closing Date.
- Use of proceeds: Distech Controls undertakes to use CAD\$7.5 million of the Total Subscription Price solely for the 9109 Repurchase and CAD\$18,000,000 out of the Total Subscription Price solely for the working capital purposes.
- For greater certainty, Distech Controls also undertakes to use the EDC Subscription Price solely for working capital purposes.
- Conditions precedent: Completion of the Subscription Agreement is conditional upon, among other things:
- (a) as at or prior to the Closing Date, Distech Controls shall have adopted the amended articles and amended by-laws in accordance with the Subscription Agreement;
 - (b) as at or prior to the Closing Date, Distech Controls shall have adopted a form of employee shareholders' agreement in form and substance satisfactory to the Investors to be implemented in connection with any proposed amendment to the Distech Controls ESOP 2008 to occur following the Closing Date;
 - (c) the directors and shareholders of the Company approving the transactions contemplated under the Subscription Agreement;
 - (d) the directors and shareholders of 9109 approving the transactions contemplated under the Subscription Agreement;
 - (e) (i) as at the Closing Date, the indebtedness of Distech Controls, on a consolidated basis, is not higher than CAD\$10,200,000 and (ii) for the 12-month period ended on 31 December 2012, EBITDA of Distech Controls, on a consolidated basis is not lower than CAD\$9,500,000;
 - (f) Groupe Arcom is no longer a shareholder of Distech Controls;

- (g) confirmation of the consummation of the transactions contemplated under the 9109 Share Purchase Agreement, the CDPQ Share Purchase Agreement, the Fonds Share Purchase Agreement and the 9109 Share Purchase and Rollover Agreement on the terms and conditions set out in the Subscription Agreement;
- (h) execution of the Non-Competition Agreement by Distech Controls, Mr. Veilleux and 9109;
- (i) execution of the Shareholders' Agreement by Distech Controls, the Company, Mr. Veilleux and 9109;
- (j) execution of the Veilleux Employment Agreement by Distech Controls and Mr. Veilleux;
- (k) each Investor receiving the necessary approvals from its respective relevant decision-marking bodies;
- (l) each Investor receiving the positive confirmation from each of the other Investors that they are ready to proceed with the closing of their respective Subscriptions in accordance with the Subscription Agreement; and
- (m) confirmation of the consummation of the transactions contemplated in connection with certain pre-closing reorganisations, including, without limitation, confirmation that 587,500 stock options contemplated under the Distech Controls ESOP 2008 shall have been exercised and the Class B Common Shares subscribed to in connection therewith immediately purchased for cancellation by Distech Controls prior to the Closing Date.

Representations and warranties:

Distech Controls represents and warrants in favour of each Investor that certain specific representations and warranties set out in the Subscription Agreement in respect of Distech Controls and each of its subsidiaries but excluding E2 Solutions Inc. are true and correct at the date of the Subscription Agreement and acknowledges and agrees that such representations and warranties constitute for each Investor an essential condition to its respective Subscription.

Each Existing Shareholder represents and warrants in favour of each Investor that certain specific representations and warranties set out in the Subscription Agreement in respect of each such Existing Shareholder are true and correct at the date of the Subscription Agreement and acknowledges and agrees that such representations and warranties constitute for each Investor an essential condition to its respective Subscription.

Indemnity by Distech Controls:

Distech Controls undertakes to indemnify each Investor for all damages, losses, liabilities, claims, costs, fees and expenses (including interest and reasonable attorneys' fees) which the Investors or any one of them (the "**Indemnified Investors**") and each an "**Indemnified Investor**") may incur as a result of any breach or inaccuracy of any representation or warranty contained herein or as a result of the failure by Distech Controls or any Existing Shareholder to observe, perform or execute any obligation, covenant or undertaking set out herein. Any amount thus claimed shall be paid to the Indemnified Investors or the Indemnified Investor, as the case may be, upon demand and will accrue interest at an annual rate equal to the prime rate of the Royal Bank of Canada, plus 2%. An Investor may exercise any of its respective rights under the Subscription Agreement on an individual basis.

The obligation of indemnification in respect of any claims based on a breach or inaccuracy of any representation or warranty of Distech Controls contained in the Subscription Agreement shall not be applicable until the aggregate of all claims for damages by all Indemnified Investors exceeds CAD\$1,000,000 (the "**Threshold Amount**"). Once the Threshold Amount has been exceeded, each Indemnified Investor shall be entitled to require payment on such indemnities from the first dollar of damages, without regard to the Threshold Amount. The maximum liability of Distech Controls towards the Indemnified Investors in respect of any claims based on a breach or inaccuracy of any representation or warranty of Distech Controls contained in the Subscription Agreement shall not exceed an aggregate of CAD\$35,500,000, plus all applicable legal fees and expenses as well as any other litigation costs and expenses (the "**Cap**"), such that the maximum amount of liability of Distech Controls to each Indemnified Investor in respect of any claims based on a breach or inaccuracy of any representation or warranty of Distech Controls contained in the Subscription Agreement shall not exceed in each case the subscription price paid by such Indemnified Investor, plus, in the case of CDPQ, the amount of CAD\$2,100,000 paid to the Company pursuant to the CDPQ Share Purchase Agreement, and, in the case of Fonds, the amount of CAD\$7,900,000 paid to the Company pursuant to the Fonds Share Purchase Agreement. In the event of any claims based on a breach or inaccuracy of any Fundamental Representation (as defined in the Subscription Agreement) or any claims based on a breach or inaccuracy of a representation or warranty based on fraud or a wilful breach by Distech Controls, the Threshold Amount and Cap shall not apply.

The indemnification granted by Distech Controls above is provided in consideration of the Subscriptions and other transactions contemplated under the Subscription Agreement and the acquisition of Class A Preferred Shares by each of CDPQ and Fonds and other transactions contemplated under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement, respectively. The aforesaid indemnification by Distech Controls pursuant to the Subscription Agreement in respect of any claims based on a breach or inaccuracy of any representation or warranty of Distech Controls contained in the Subscription Agreement shall not be in addition to any indemnification for the same damages paid by Distech Controls under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement in respect of any claims based on any representation or warranty of Distech Controls for the benefit of CDPQ and Fonds and in no event shall such indemnification exceed the maximum amount to which Distech Controls would be otherwise liable under the aforesaid indemnification by Distech Controls under the Subscription Agreement.

Indemnity by
each Existing
Shareholder:

Each Existing Shareholder jointly (severally) on its own behalf and not solidarily (i.e. not jointly and severally), undertakes to indemnify each Investor for all damages, losses, liabilities, claims, costs, fees and expenses (including interest and reasonable attorneys' fees) which the Indemnified Investors or any one of them may incur as a result of any breach or inaccuracy of any representation or warranty of such Existing Shareholder contained in the Subscription Agreement or as a result of the failure by such Existing Shareholder to observe, perform or execute any obligation, covenant or undertaking set out in the Subscription Agreement. Any amount thus claimed shall be paid to the Indemnified Investors or the Indemnified Investor, as the case may be, upon demand and will accrue interest at an annual rate equal to the prime rate of the Royal Bank of Canada, plus 2%. An Investor may exercise any of its respective rights under the Subscription Agreement on an individual basis.

For greater certainty, it is acknowledged that the indemnification granted by the Company above is provided in consideration of the Subscriptions and other transactions contemplated under the Subscription Agreement and the acquisition of Class A Preferred Shares by each of CDPQ and Fonds and other transactions contemplated under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement, respectively. Notwithstanding anything to the contrary, the above indemnification cannot be in addition to any indemnification paid for a same damage by the Company pursuant to the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement. The aforesaid indemnification by the Company pursuant to the Subscription Agreement shall not be in addition to any indemnification for the same damages paid by the Company under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement and in no event shall exceed the maximum amount to which the Company would be otherwise liable under the aforesaid indemnification by Distech Controls under the Subscription Agreement.

Other obligations: Distech Controls shall obtain the prior written approval of the Investors in the event that at any time prior to or on the Closing Date Distech Controls amends the Distech Controls ESOP 2008 or vests or exercises any rights thereunder and Distech Controls undertakes not to grant any further options under the Distech Controls ESOP 2008 at any time prior to the Closing Date.

During the 2013 fiscal year, Distech Controls shall adopt a long-term bonus scheme value creation plan in form and on terms and conditions satisfactory to the Investors and in accordance with the Shareholders' Agreement.

(B) Share Exchange Agreement

Date: Closing Date

Parties: (1) the Company
(2) Distech Controls

Subject matter: Subject to the terms and conditions under the Share Exchange Agreement, the Company agrees to transfer and exchange 3,803,185 Class A Common Shares to Distech Controls in consideration of CAD\$10,000,000.

Consideration: The total consideration of Technovator Share Exchange is CAD\$10,000,000, equivalent to approximately CAD\$2.63 per Class A Common Shares, which was arrived at through arm's length negotiation among the parties to the Share Exchange Agreement with reference to consideration per Preferred Share under the Subscription Agreement.

Payment: The consideration is payable upon the execution of the Share Exchange Agreement by way of the issue to the Company of 3,803,185 Class A Preferred Shares.

Capital account: An aggregate amount of CAD\$352,427 shall be added to the issued and paid-up capital account of the Class A Preferred Shares of Distech Controls.

Indemnity: The Company shall indemnify and hold Distech Controls harmless from and against any claims, demands, actions, causes of action, judgments, damages, losses, liabilities, costs or expenses which may be made against Distech Controls or which Distech Controls may suffer or incur as a result of, arising out of or relating to any violation, contravention or breach of any representations, warranties or covenants of the Company under or pursuant to the Share Exchange Agreement.

(C) CDPQ Share Purchase Agreement

Date: Closing Date

Parties: (1) the Company
(2) CDPQ
(3) Distech Controls

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, CDPQ and the ultimate beneficial owner of CDPQ are third parties independent of the Company and connected persons of the Company.

Subject matter: Subject to the terms and conditions under the CDPQ Share Purchase Agreement, the Company agrees to sell and CDPQ agrees to purchase 798,669 Class A Preferred Shares at a consideration of CAD\$2,100,000.

Consideration:	<p>The total consideration payable under the CDPQ Share Purchase Agreement is CAD\$2,100,000, equivalent to approximately CAD\$2.63 per Class A Preferred Share, which was arrived at through arm's length negotiation among the parties to the CDPQ Share Purchase Agreement with reference to consideration per Preferred Share under the Subscription Agreement.</p> <p>The original acquisition cost for 798,669 Class A Preferred Shares by the Company was approximately CAD\$488,287.23 (equivalent to approximately CAD\$0.61 per Class A Preferred Share), being such number of Class A Common Shares multiplying the average price paid by the Company for the purchase of 20,869,710 Class A Common Shares from a number of the then shareholders of Distech Controls and the subscription of 1,055,528 newly issued Class A Common Shares from Distech Controls. Please refer to the section headed "History and Corporate Structure" in the prospectus of the Company dated 17 October 2011 for details.</p>
Payment:	The consideration is payable upon execution of the CDPQ Share Purchase Agreement.
Representations and Warranties by the Company:	The Company has given certain customary representations and warranties to CDPQ.
Indemnification by the Company:	The Company shall indemnify CDPQ for all damages, losses, liabilities, claims, costs, fees and expenses (including interest and reasonable attorneys' fees) which CDPQ may incur as a result of any breach or inaccuracy of any representation or warranty of such the Company contained in the CDPQ Share Purchase Agreement or as a result of the failure by the Company to observe, perform or execute any obligation, covenant or undertaking set out in the CDPQ Share Purchase Agreement. Any amount thus claimed shall be paid to CDPQ upon demand and will accrue interest at an annual rate equal to the prime rate of the Royal Bank of Canada, plus 2%.
Indemnification by CDPQ:	CDPQ shall indemnify and hold the Company harmless from and against any claims, demands, actions, causes of action, judgments, damages, losses, liabilities, costs or expenses which may be made against the Company or which the Company may suffer or incur as a result of, arising out of or relating to any violation, contravention or breach of any representations, warranties or covenants of CDPQ under or pursuant to the CDPQ Share Purchase Agreement.

Double indemnification between the Company and CDPQ:	The aforesaid indemnification of CDPQ by the Company pursuant to the CDPQ Share Purchase Agreement shall be without duplication of any indemnification of CDPQ under the Subscription Agreement.
Representations and warranties by Distech Controls:	In connection with the acquisition of Preferred Shares by CDPQ to the Company, Distech Controls has given the full benefit of its representations and warranties set out in the Subscription Agreement to CDPQ.
Indemnification by Distech Controls:	Distech Controls undertakes to indemnify CDPQ for all damages, losses, liabilities, claims, costs, fees and expenses (including interest and reasonable attorneys' fees) which CDPQ may incur as a result of any breach or inaccuracy of any representations or warranties or as a result of the failure by Distech Controls to observe, perform or execute any obligation, covenant or undertaking set out in the CDPQ Share Purchase Agreement.
Double indemnification between Distech Controls and CDPQ:	The aforesaid indemnification of CDPQ by Distech Controls pursuant to the CDPQ Share Purchase Agreement shall be without duplication of any indemnification of CDPQ by Distech Controls in respect of any claims based on a breach or inaccuracy of any representation and warranty.

(D) Fonds Share Purchase Agreement

Date: Closing Date

Parties: (1) the Company
(2) Fonds
(3) Distech Controls

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, Fonds and the ultimate beneficial owner of Fonds are third parties independent of the Company and connected persons of the Company.

Subject matter: Subject to the terms and conditions under the Fonds Share Purchase Agreement, the Company agrees to sell and Fonds agrees to purchase 3,004,516 Class A Preferred Shares at a consideration of CAD\$7,900,000.

Consideration:	<p>The total consideration payable under the Fonds Share Purchase Agreement is CAD\$7,900,000, equivalent to approximately CAD\$2.63 per Class A Preferred Share, which was arrived at through arm's length negotiation among the parties to the Fonds Share Purchase Agreement with reference to consideration per Preferred Share under the Subscription Agreement.</p> <p>The original acquisition cost for 3,004,516 Class A Preferred Shares by the Company was approximately CAD\$1,836,889.6 (equivalent to approximately CAD\$0.61 per Class A Preferred Share), being such number of Class A Common Shares multiplying the average price paid by the Company for the purchase of 20,869,710 Class A Common Shares from a number of the then shareholders of Distech Controls and the subscription of 1,055,528 newly issued Class A Common Shares from Distech Controls. Please refer to the section headed "History and Corporate Structure" in the prospectus of the Company dated 17 October 2011 for details.</p>
Payment:	The consideration is payable upon execution of the Fonds Share Purchase Agreement.
Representations and warranties by the Company:	The Company has given certain customary representations and warranties to Fonds.
Indemnification by the Company:	The Company shall indemnify Fonds for all damages, losses, liabilities, claims, costs, fees and expenses (including interest and reasonable attorneys' fees) which Fonds may incur as a result of any breach or inaccuracy of any representation or warranty of such the Company contained in the Fonds Share Purchase Agreement or as a result of the failure by the Company to observe, perform or execute any obligation, covenant or undertaking set out in the Fonds Share Purchase Agreement. Any amount thus claimed shall be paid to Fonds upon demand and will accrue interest at an annual rate equal to the prime rate of the Royal Bank of Canada, plus 2%.
Indemnification by Fonds:	Fonds shall indemnify and hold the Company harmless from and against any claims, demands, actions, causes of action, judgments, damages, losses, liabilities, costs or expenses which may be made against the Company or which the Company may suffer or incur as a result of, arising out of or relating to any violation, contravention or breach of any representations, warranties or covenants of Fonds under or pursuant to the Fonds Share Purchase Agreement.

Double indemnification between the Company and Fonds:	The aforesaid indemnification of Fonds by the Company pursuant to the Fonds Share Purchase Agreement shall be without duplication of any indemnification of Fonds under the Subscription Agreement.
Representations and warranties by Distech Controls:	In connection with the acquisition of Preferred Shares by Fonds to the Company, Distech Controls has given the full benefit of its representations and warranties set out in the Subscription Agreement to Fonds.
Indemnification by Distech Controls:	Distech Controls shall indemnify Fonds for all damages, losses, liabilities, claims, costs, fees and expenses (including interest and reasonable attorneys' fees) which Fonds may incur as a result of any breach or inaccuracy of any representations or warranties or as a result of the failure by Distech Controls to observe, perform or execute any obligation, covenant or undertaking set out in the Fonds Share Purchase Agreement.
Double indemnification between Distech Controls and Fonds:	The aforesaid indemnification of Fonds by Distech Controls pursuant to the Fonds Share Purchase Agreement shall be without duplication of any indemnification of CDPQ by Distech Controls in respect of any claims based on a breach or inaccuracy of any representation and warranty.

(E) 9109 Share Purchase Agreement

Date:	Closing Date
Parties:	(1) Distech Controls (2) 9109
Subject matter:	Subject to the terms and conditions under the 9109 Share Purchase Agreement, Distech Controls agrees to purchase 2,852,389 Class A Common Shares from 9109 for cancellation, at a consideration of CAD\$7,500,000.
Consideration:	The total consideration payable under the 9109 Share Purchase Agreement is CAD\$7,500,000, equivalent to approximately CAD\$2.63 per Class A Common Share, which was arrived at through arm's length negotiation among the parties to the 9109 Share Purchase Agreement with reference to consideration per Preferred Share under the Subscription Agreement. The original acquisition cost for 2,852,389 Class A Common Shares by 9109 was approximately CAD\$20,094.
Payment:	The consideration is payable upon execution of the 9109 Share Purchase Agreement.

Indemnity: 9109 shall indemnify and hold Distech Controls harmless from and against any claims, demands, actions, causes of action, judgments, damages, losses, liabilities, costs or expenses which may be made against Distech Controls or which Distech Controls may suffer or incur as a result of, arising out of or relating to any violation, contravention or breach of any representations, warranties or covenants of 9109 under or pursuant to the 9109 Share Purchase Agreement.

(F) 9109 Share Purchase and Rollover Agreement

Date: Closing Date

Parties: (1) Distech Controls
(2) 9109

Subject matter: Subject to the terms and conditions under the 9109 Share Purchase and Rollover Agreement, Distech Controls agrees to purchase 950,796 Class A Common Shares from 9109 for cancellation, at a consideration of CAD\$2,500,000.

Consideration: The total consideration payable under the 9109 Share Purchase and Rollover Agreement is CAD\$2,500,000, equivalent to approximately CAD\$2.63 per Class A Common Share, which was arrived at through arm's length negotiation among the parties to the 9109 Share Purchase and Rollover Agreement with reference to consideration per Preferred Share under the Subscription Agreement.

The original acquisition cost of 950,796 Class A Common Shares by 9109 was approximately CAD\$6,698.

Payment: The consideration is payable upon execution of 9109 Share Purchase and Rollover Agreement by way of issue of 9109 Subscription Shares.

Capital account: An aggregate amount of CAD\$352,427 and representing only part of the consideration received by Distech Controls for the issuance of such shares, shall be added to the issued and paid-up capital account of the Class A Preferred Shares of Distech Controls.

Adjustment of fair market value of 9109 Repurchase II shares by taxing authority:	In the event that a competent taxing authority determines, for income tax purposes, the fair market value of the 9109 Repurchase II Shares to be an amount which is different from the consideration, such consideration shall be increased or decreased accordingly, as the case may be, subject however to any adjustment thereto required pursuant to any final judgment rendered by any court of competent jurisdiction. In the event of a variation in the assessments made by various taxing authorities, the consideration shall be fixed on the basis of the lesser of such assessments.
Adjustment of redemption price:	In the event of an adjustment to consideration as described above, the redemption price of the 9109 Subscription Shares shall be increased or decreased accordingly, as the case may be.
Indemnity:	9109 shall indemnify and hold Distech Controls harmless from and against any claims, demands, actions, causes of action, judgments, damages, losses, liabilities, costs or expenses which may be made against Distech Controls or which Distech Controls may suffer or incur as a result of, arising out of or relating to any violation, contravention or breach of any representations, warranties or covenants of 9109 under or pursuant to the 9109 Share Purchase and Rollover Agreement.

(G) USA Termination Agreement

To facilitate the signing of the Shareholders' Agreement, the Company, Distech Controls, Mr. Veilleux and 9109 intend to enter into the USA Termination Agreement on the Closing Date to terminate the USA.

(H) Shareholders' Agreement

Date:	Closing Date
Parties:	(1) Distech Controls (2) the Company (3) Investors (4) Mr. Veilleux (5) 9109 (6) Fiducie Veilor

Pursuant to the Shareholders' Agreement certain rights regarding shares of Distech Controls are defined as follows:

- Pre-emptive subscription right: Any issuance or distribution of any share or convertible securities of the share capital of Distech Controls; or any other debt (other than senior debt financing provided to Distech Controls by a Canadian chartered bank) must first be offered to all of the shareholders of Distech Controls, in proportion to the number of voting and participating shares of Distech Controls held by each shareholder of Distech Controls.
- Right of first refusal: When a shareholder of Distech Controls, other than Mr. Veilleux or 9109 (except in the circumstances contemplated in the Shareholders' Agreement), wishes to assign all or part of its shares of Distech Controls, such shareholder of Distech Controls, including Mr. Veilleux or 9109, shall offer them in priority to the other shareholders of Distech Controls in accordance with the provisions of the Shareholders' Agreement.
- Tag-along right: Rather than exercising its right of first refusal under the Shareholders' Agreement, the holders of Class A Preferred Shares and the Company may exercise a tag-along right if (i) the assignment covers 10% or more of the issued and outstanding voting and participating shares of Distech Controls, (ii) the assignment results in a loss or acquisition of control of Distech Controls, or (iii) the assigning shareholder is Mr. Veilleux and/or 9109 in the circumstances contemplated in the Shareholders' Agreement.
- Drag-along right: If the shareholders of Distech Controls holding at least 50% or more of the issued and outstanding voting and participating shares of Distech Controls, including 70% or more of the issued and outstanding Class A Preferred Shares (the "**Majority Shareholders**") wish to accept a third-party offer for all, and not less than all, of the Shares at a price that in no case shall be less than the Class A Preferred Share Redemption Price (as defined in the Articles of Distech Controls) and the right of first refusal set out in the Shareholders' Agreement is not exercised for all of the Offered Shares, then, upon notice sent by the Majority Shareholders to the other Shareholders, they will have the obligation to sell all of the Shares they hold, under the same terms and conditions as those applicable to the Majority Shareholders, subject to the purchase price being no less than the Class A Preferred Share Redemption Price and to the terms and conditions of sale as set out in the Shareholders' Agreement. The closing shall take place within 90 days of receipt of the notice mentioned above, failing which the Majority Shareholders may no longer sell the Shares to the third-party buyer without offering them anew according to the mechanisms of the Shareholders' Agreement.

<p>Put option in favour of the holders of Class A Preferred Shares and Class B Preferred Shares:</p>	<p>When the redemption rights at the holder’s option granted on Class A Preferred Shares or Class B Preferred Shares under the terms of the Articles are applicable, each holder of Class A Preferred Shares or Class B Preferred Shares, as applicable (the “Put Beneficiaries”), will have the option, at its discretion, to sell to Distech Controls all or part of the Shares held by such Put Beneficiary, and Distech Controls commits and undertakes to purchase from such Put Beneficiary on a pro rata basis if there is more than one Put Beneficiary, the maximum number of Class A Shares it is legally permitted to pay for at a price equal to the Preferred Share Redemption Price or the Class B Preferred Shares Redemption Price, as applicable. Any Class A Preferred Shares or Class B Preferred Shares, as applicable, covered by a redemption request by a Put Beneficiary which Distech Controls is unable to redeem and pay for in full shall remain issued and outstanding and the Put Beneficiary shall remain the holder of such unredeemed Class A Preferred Shares or Class B Preferred Shares, as applicable. The said purchase is subject to compliance with the Listing Rules.</p>
<p>Put option in favour of 9109 and call option in favour of the Fonds:</p>	<p>9109 will have the option, at its discretion, to sell to Fonds, anytime after the 30-month anniversary of the date of the Shareholders’ Agreement, all or part of the Class A Preferred Shares held by 9109 (the “Preferred Share Put Option”), and Fonds commits and undertakes to purchase such shares from 9109, at a price equal to the Fair Market Value of the Class A Preferred Shares, subject to a maximum price of CAD\$4.41 per Class A Preferred Share.</p>
<p>Put option in favour of 9109 and Mr. Veilleux and call option in favour of the Company:</p>	<p><i>9109 Put Option</i></p> <p>9109 will have the option, at its discretion, to sell to the Company, anytime after the fifth (5th) anniversary of the date of the Shareholders’ Agreement, all of the shares of Distech Controls held by 9109 at a price equal to the Fair Market Value of such shares.</p>

Upon receipt of notice from 9109 indicating its intention to exercise the Put Option, the Company shall notify 9109 of its intention to either, at its discretion, (i) retain its equity position in Distech Controls and purchase such shares or (ii) to devote its best commercial effort, together with 9109, to sell all the issued and outstanding shares of Distech Controls to a person with whom a shareholder of Distech Controls is dealing at Arm's Length (as defined in the Income Tax Act (Canada)). Should they receive such an offer which is equal or superior to the Fair Market Value of their shares in Distech Controls, they shall sell all of their shares of Distech Controls to the offeror but subject to the compliance with the Listing Rule.

9109 Call Option

The Company shall have the right, at its discretion, to purchase from 9109, anytime after the fifth (5th) anniversary of the date of the Shareholders' Agreement, all of the shares of Distech Controls held by 9109 at a price equal to the Fair Market Value of the shares.

Veilleux Put Option and Veilleux Call Option

The 9109 Put Option and the 9109 Call Option also apply, with the necessary modifications, to Mr. Veilleux. If the Company purchases shares of Distech Controls from 9109 under the Put Option and the Call Option, the Company shall also purchase shares of Distech Controls from Mr. Veilleux, regardless of the party that initiated that purchase and sale.

The Put Options and the Call Options may not be exercised by the beneficiaries thereof unless either (i) prior to such exercise, all, but not less than all, of the Preferred Shares held by the Investors shall have previously been redeemed in full accordance with the provisions of the Shareholders' Agreement or (ii) concurrently with the exercise of the Put Options or Call Options, as the case may be, Distech Controls redeems all of the Preferred Shares held by the Investors in full in accordance with the provisions of the Shareholders' Agreement or the Company purchases all such Preferred Shares at a price no less than the redemption price for Class A Preferred Shares or the redemption price for Class B Preferred Shares, as applicable and as provided in the articles of Distech Controls and otherwise on the terms and conditions set out in the Shareholders' Agreement.

Sale of Distech Controls:

At any time after the fifth (5th) anniversary of the date of the Shareholders' Agreement, the holders of the Preferred Shares (the "**Sale Beneficiaries**") may, in the event that Distech Controls is unable to complete the redemption of the shares of Distech Controls and pay the redemption price for Class A Preferred Shares or the redemption price for Class B Preferred Shares, as applicable and as provided in the articles of Distech Controls, in full, at their discretion and with the written consent of Shareholders holding at least 70% of the issued and outstanding Class A Preferred Shares, require a sale of Distech Controls, and the shareholders of Distech Controls and Distech Controls shall cooperate with the Sale Beneficiaries.

Withdrawal from Business:

Each of Mr. Veilleux and 9109 (the "**Withdrawn Veilleux Shareholders**") grant an exclusive and irrevocable option to acquire all of such Withdrawn Veilleux Shareholder's shares of Distech Controls (the "**Offered Shares**") (i) first to the other shareholders of Distech Controls, and (ii) subsequently to Distech Controls with respect to any Offered Share which is not acquired by the shareholders of Distech Controls within the time periods and under the terms and conditions set out in the Shareholders' Agreement.

Each shareholder of Distech Controls other than Mr. Veilleux and 9109 (the "**Other Withdrawn Shareholders**") grants an exclusive and irrevocable option to acquire all of such Other Withdrawn Shareholder's shares of Distech Controls (the "**Other Offered Shares**") to Distech Controls within the time periods and under the terms and conditions set out in the Shareholders' Agreement.

The Company grants an exclusive and irrevocable option to acquire all of its shares of Distech Controls (the "**Technovator Offered Shares**") but in such case, subject to compliance with the Listing Rules (i) first to the other shareholders of Distech Controls, and (ii) subsequently to Distech Controls with respect to any Technovator Offered Share which is not acquired by the shareholders of Distech Controls within the time periods and under the terms and conditions set out in the Shareholders' Agreement.

The exercise of the options to purchase referred to above shall be subject to compliance with the Listing Rules.

Board of directors of
Distech Controls:

The Board of Directors shall be composed of seven (7) directors, and shall initially be composed of the following nominees:

1. three (3) directors nominated by the Company;
2. one (1) director nominated by the Company, provided that such nominee of the Company shall be a member of *L'Ordre des administrateurs agréés du Québec* (The Order of Chartered Administrators of Quebec) with relevant business experience;
3. one (1) director nominated by Mr. Veilleux;
4. one (1) director nominated by CDPQ; and
5. one (1) director nominated by the Fonds.

Provided that the Company's shares remain listed on Stock Exchange, from the year following the financial year of Distech Controls during which the consolidated EBITDA of Distech Controls represents less than 10% of the consolidated EBITDA of the Company (the "**Non Performance Year**") and only if the forecasted budget of the year following the Non Performance Year also forecasts a consolidated EBITDA of Distech Controls representing less than 10% of the consolidated EBITDA of the Company, (i) the Company will have the right to nominate three (3) directors on the board of directors of Distech Controls as above with the Company's fourth (4th) nominee pursuant to paragraph 2 above becoming an independent director as selected by the majority of the shareholders of Distech Controls, and (ii) the required consent of shareholders of Distech Controls with respect to the controlled management rights set out below shall change to a requirement that in lieu of that of 70% of the issued and outstanding Class A Preferred Shares, the written consent be obtained of either (i) the shareholders of Distech Controls holding at least 70% of the issued and outstanding Class A Preferred Shares and the Company in the event that the Company holds at such time more than 30% of all of the voting rights of Distech Controls, or (ii) the shareholders of Distech Controls holding at least 70% of the issued and outstanding shares of Distech Controls in the event that the Company holds at such time 30% of all of the voting rights of Distech Controls or less.

Controlled
management rights:

Subject to certain provisions in the Shareholders' Agreement, Distech Controls or its subsidiary (as defined in the Shareholders' Agreement) must obtain the written consent of Distech Controls' shareholders holding at least 70% of the issued and outstanding Class A Preferred Shares for, amongst others, the following matters and other customary events which require approval from holders of preferred shares:

1. granting or amending any loan, investment, guarantees or surety bond which is not in the ordinary course of business;
2. entering into a borrowing agreement, increasing its borrowing, or granting or amending security on its assets to the extent that such action was not set out in Distech Controls' approved budget or to the extent that such action causes Distech Controls' debt to EBITDA ratio to exceed 2:1, and for the purpose of calculating the debt under this clause, debt should exclude preferred shares which may be classified as liability under accounting rules;
3. issuing (including any public offering), purchasing or redeeming any shares of Distech Controls except the redemption of any such shares in accordance with the articles of association of Distech Controls or the Shareholders' Agreement, other than the exercise of certain options granted to Distech Controls pursuant to the Shareholders' Agreement;
4. amending or terminating the Distech Controls ESOP 2008 or adopting, amending or terminating any other share or other incentive plan;
5. declaring or paying dividends on any class of the shares of Distech Controls outside the Distech Controls' approved budget;
6. determining, amending or paying any bonus, salary or advance to a shareholder of Distech Controls or to any related person as defined by the Income Tax Act (Canada), other than as previously set out in such shareholder's employment agreement;

7. terminating the employment of the chief executive officer of Distech Controls; or
8. entering into or amending any agreement with a related person as defined by the Income Tax Act (Canada) or any decision or contract made outside of the ordinary course of business.

Qualified IPO:

Each of the shareholders of Distech Controls, including the Company but, in such case, subject to compliance by the Company with the Listing Rules, agrees that it will not, without the prior written consent of the lead underwriter involved in a Qualified IPO, during the period commencing on the date of the final prospectus relating to the Qualified IPO and ending on the date specified by such lead underwriter (such period not to exceed one hundred and eighty (180) days), (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Distech Controls held immediately prior to the effectiveness of any registration statement in the case of an offering in the United States and immediately prior to the date on which a final receipt (or equivalent document) is issued in respect of a prospectus by or on behalf of the last Canadian securities authority in Canadian jurisdictions in which such prospectus is filed, for a Canadian offering, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Shares, whether such transactions in (i) or (ii) are to be settled by delivery of Shares or other securities, in cash or otherwise.

For the purpose of the foregoing paragraph on Qualified IPO, “Qualified IPO” means an underwritten public offering of the shares of Distech Controls by way of a prospectus, registration statement or similar document, provided that (i) the valuation of Distech Controls is not less than CAD\$225 million and (ii) the offering results in gross proceeds to Distech Controls of at least CAD\$50 million.

Lock-up undertaking
by Mr. Veilleux,
9109 and Fiducie
Veilor

Each of Mr. Veilleux and 9109 agrees to restrict his property rights and undertakes not to assign his shares of Distech Controls nor the voting shares of 9109, or any right or interest relating thereto, until such time as Mr. Veilleux ceases to be an employee of Distech Controls, other than in accordance with the provisions relating to withdrawal from business under the Shareholders' Agreement.

Once Mr. Veilleux ceases to be an employee of Distech Controls, each of Mr. Veilleux and 9109 shall be entitled to exercise the right of first refusal set out in the Shareholders' Agreement as an assigning shareholder thereunder in the event that the shares of Distech Controls held by Mr. Veilleux and 9109 have not yet been purchased in full pursuant to the provisions relating to withdrawal from business under the Shareholders' Agreement.

In addition, Mr. Veilleux undertakes to remain the legal and beneficial owner of all of the voting and participating shares of 9109 either (i) alone or (ii) together with either or both of Maria Lorenzo and Fiducie Veilor and in such case provided that Mr. Veilleux continues to hold over 50% of the issued and outstanding voting shares in the share capital of 9109, and 9109 undertakes not to issue or sell shares to any third parties, subject to the Put Options and Call Options.

Fiducie Veilor, as a shareholder of 9109, agrees to be bound by the aforesaid lock-up undertaking given by Mr. Veilleux and 9109.

The Company undertakes to use its best commercial efforts to comply with the Listing Rules relevant to the Shareholders' Agreement and the Shareholders' Agreement shall be approved by the Shareholders before its execution.

(I) Amendment to articles and by-laws of Distech Controls

As a condition precedent to the completion of the subscription Agreement, Distech Controls shall adopt the amended articles and amended by-laws in accordance with the Subscription Agreement on the Closing Date, such that Distech Controls' authorized capital consists of an unlimited number of Class A Common Shares and Class B Common Shares and of Class A Preferred Shares and Class B Preferred Shares, all without par value, which have attached the following rights, privileges restrictions and conditions:

Voting rights: The holders of Class A Common Shares and Class A Preferred Shares shall be entitled to vote at all meetings of shareholders of Distech Controls, on the basis of one vote per share, except meetings at which only holders of another specified class of shares are entitled to vote separately pursuant to the provisions of the Business Corporations Act (Québec).

The holders of Class B Common Shares and Class B Preferred Shares shall not have any voting rights for the purpose of electing directors or for any other purpose, and they shall not be entitled to attend any meetings of shareholders.

Dividend entitlement: The holders of Common Shares and Preferred Shares shall be entitled to receive as when declared by the board of directors of Distech Controls but *pari passu* with the holders of other class of Common Shares or Preferred Shares (as applicable), dividends payable in money or property or by the issue of fully paid shares of any class of Distech Controls.

Liquidity event preference: In the event of a Liquidity Event (as defined below), the holders of Class A Preferred Shares and Class B Preferred Shares shall be entitled to receive for each Preferred Share of the corresponding class, in preference and priority to any distribution of the property or assets of Distech Controls to the holders of the Class A Common Shares and the Class B Common Shares or any other shares ranking junior to the corresponding class of Preferred Shares, in each case the greater of:

- (i) the *pro rata* share of the proceeds of the corresponding class of Preferred Shares calculated on an as-if-converted to Class A Common Share on an one-for-one basis; and

- (ii) (A) the amount of the original subscription price for each Preferred Share of the corresponding class (the “**Original Price**”) multiplied by one (1) plus the pro rata of the number of months that have passed since the date of issuance thereof (the “**Preferred Shares Closing Date**”) [Original Price x (1 + $\frac{x \text{ months}}{60 \text{ months}}$)], plus all accrued and unpaid dividends thereon, in the event that the Liquidity Event occurs at any time before the fifth (5th) anniversary of the Preferred Shares Closing Date;

OR

(B) two (2) times the Original Price, plus all accrued and unpaid dividends thereon, in the event that the Liquidity Event occurs at any time on or after the fifth (5th) anniversary of the Preferred Shares Closing Date.

For Class A Preferred Shares and for the purpose of paragraph (ii) above, “original subscription price” shall correspond to the value of the consideration received by Distech Controls (including its own shares) upon the issuance of Class A Preferred Shares.

“**Liquidity Event**” shall be defined as a change in control to include, *inter alia*, (i) a sale of a majority of the assets of Distech Controls, (ii) the sale, merger, amalgamation, arrangement or reorganization of Distech Controls where the voting shareholders prior to such transaction hold less than a majority of the issued voting share capital of the surviving corporation, or (iii) a liquidation, dissolution or winding-up of Distech Controls.

Upon dissolution of
Distech Controls:

The holders of Common Shares shall be entitled to receive the remaining property of Distech Controls upon its dissolution *pari passu* with the holders of other class of Common Shares.

Redemption:

Each holder of the Class A Preferred Shares and Class B Preferred Shares shall be entitled to require Distech Controls to redeem on or after the day following the fifth (5th) anniversary of their issuance and upon notice to the other holders of the corresponding class of Preferred Shares, all or any part of the corresponding class of Preferred Shares registered in the name of such holder at the Preferred Share Redemption Price (as defined below).

“Preferred Share Redemption Price” of each Preferred Share shall be an amount equal to the greater of:

- (i) an amount equal to the highest price paid for any participating share of Distech Controls in the two (2) fiscal years preceding the holder’s request for redemption in the context of any issuance by Distech Controls or any sale by a holder thereof;
- (ii) (a) In the case of Class A Preferred Shares, the fair market value of the Class A Preferred Shares calculated on an as if converted to Class A Common Share on an one-for-one basis, without discount for a minority position, as established at the date of the request for redemption by a Chartered Business Valuator who is a partner of one of the Big 4 accounting firms carrying on business in Montréal, Québec mutually agreeable to the holder of the Class A Preferred Shares requesting such redemption and Distech Controls, with valuation costs borne by Distech Controls;
- (b) In the case of Class B Preferred Shares, the fair market value of the Class A Preferred Shares, as determined in accordance with paragraph (i) above; and
- (iii) two (2) times the subscription price per such Preferred Share plus all accrued and unpaid dividends thereon.

Conversion:

Preferred Shares shall automatically convert into Class A Common Shares, on a one-for-one basis upon the closing of an underwritten public offering of the shares of Distech Controls by way of prospectus, registration statement or similar document, provided that (i) the valuation of Distech Controls is not less than CAD\$225,000,000 and (ii) the offering results in gross proceeds to Distech Controls of at least CAD\$50,000,000.

Each Preferred Share is convertible, in whole or in part, at the option of the holder thereof, exercisable at any time, into Class A Common Shares on a one-for-one basis.

Anti-dilution
adjustment:

The issue price of Preferred Shares is subject to adjustments in the case of customary anti-dilution events for a period of two years from the conversion.

No change to any of the provisions in relation to anti-dilution adjustment shall have any force or effect until it has been approved by a majority of not less than 75% of the votes cast by the holders of the corresponding class of Preferred Shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the corresponding class of Preferred Shares, in addition to any other approval required by the Business Corporations Act (Québec).

EFFECTS OF THE AGREEMENTS

The following table illustrates the shareholding structure of Distech Controls immediately prior to completion of the Agreements:

Holder	Number and class of shares	% of equity interest/ voting rights
The Company	21,925,238 Class A Common Shares	63.81
Mr. Veilleux	6,949,266 Class A Common Shares	20.22
9109	5,485,758 Class A Common Shares	15.97
Total	<u>34,360,362 Class A Common Shares</u>	<u>100%</u>

The following table illustrates the shareholding structure of Distech Controls immediately upon completion of the Agreements:

Holder	Number and class of shares	% of equity interest	% of voting rights
the Company	18,122,053 Class A Common Shares	43.98%	44.89%
Mr. Veilleux	6,949,266 Class A Common Shares	16.86%	17.21%
9109	950,796 Class A Preferred Shares and 1,682,573 Class A Common Shares	6.39%	6.52%
CDPQ	3,042,548 Class A Preferred Shares	7.38%	7.54%
EnerTech	114,096 Class A Preferred Shares and 836,701 Class B Preferred Shares	2.30%	0.28%
EDC	1,901,593 Class A Preferred Shares	4.61%	4.71%
Fonds	4,944,141 Class A Preferred Shares	12.00%	12.25%
Fonds I	507,092 Class A Preferred Shares	1.23%	1.26%
Samsung	1,901,593 Class A Preferred Shares	4.61%	4.71%
W2	253,545 Class A Preferred Shares	0.62%	0.63%
Total	26,753,892 Class A Common Shares, 13,615,404 Class A Preferred Shares and 836,701 Class B Preferred Shares	100.00%	100.00%

The completion of the Agreements is subject to the independent Shareholders' approval at the EGM. Upon completion of the Agreements, the Company's equity interest in Distech Controls will decrease from 63.81% to 43.98%. Distech Controls will continue to be a subsidiary of the Company following the completion of the Agreements and its financial results will continue to be consolidated into the accounts of the Group.

REASONS FOR AND BENEFITS OF THE AGREEMENTS

The Agreements were entered for the purpose of:

- enabling the Company to enhance Distech Controls' shareholding structures by bringing in new strategic investors;
- providing an opportunity to introduce sound industry players to Distech Controls in order to strengthen its business;
- providing additional working capital for the Group – provide the Company and Distech Controls with a good opportunity to realize approximately CAD\$10 million each from the transactions while the Company retains its control over Distech Controls and its financial results will continue to be consolidated into the accounts of the Group.

The disposals under the Fonds Share Purchase Agreement and CDPQ Share Purchase Agreement also enhance the future development strategy of the Group.

We believe this strategic transaction will further strengthen the financial position of the Group for the development of its business and will more effectively increase the Group's market competitiveness and enhance the value of the Group.

The Directors are of the view that the terms and conditions of the Agreements are on normal commercial terms, which are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

It is expected that the Group will not record any profit or loss from the Subscriptions, Technovator Share Exchange, the Disposals, 9109 Repurchase, 9109 Repurchase II and 9109 Subscription, because these transactions will be recorded as an equity transaction in accordance with the accounting policy of the Group.

The proceeds from the Subscriptions will be utilized as follow:

- (i) CAD\$7.5 million of the Total Subscription Price solely for the 9109 Repurchase; and
- (ii) CAD\$18,000,000 out of the Total Subscription Price solely for the working capital purposes.

For greater certainty, Distech Controls also undertakes to use the EDC Subscription Price solely for the working capital purposes.

The proceeds from the Disposals and 9109 Subscription will be utilized to implement the Group's development strategies.

INFORMATION ABOUT DISTECH CONTROLS

Distech Controls is principally engaged in the design, manufacturing, sales and marketing of energy management systems and integrated building automation systems.

For the two years ended 31 December 2011 and 2012, the unaudited net profits attributable to the reduced percentage interest of the Company in Distech Controls (being 19.83%), which is the subject of the transactions were as follows:

For the year ended 31 December 2011

Net profits (before tax): approximately USD918,706

Net profits (after tax): approximately USD697,858

For the year ended 31 December 2012

Net profits (before tax): approximately USD1,200,742

Net profits (after tax benefit): approximately USD884,628

The unaudited total assets of Distech Controls attributable to the reduced percentage interest of the Company in Distech Controls (being 19.83%) was approximately USD7,454,125 as of 31 December 2012.

INFORMATION ABOUT CDPQ

CDPQ is an institutional fund manager that manages funds primarily for public and private pension and insurance plans. As at 31 December 2011, it held CAD\$159.0 billion in net assets. CDPQ invests in major financial markets, private equity and real estate.

INFORMATION ABOUT EDC

EDC is an export credit agency in Canada, offering commercial solutions to help Canadian exporters and investors expand their international business. EDC's knowledge and partnerships are used by more than 7,700 Canadian companies and their global customers in up to 200 markets worldwide each year.

INFORMATION ABOUT FONDS

Fonds is a development capital investment fund with net assets of CAD\$8.8 billion as at 30 November 2012. It is a partner, either directly or through its network members, of 2,239 companies and has 594,287 owner-shareholders.

INFORMATION ABOUT FONDS I

Fonds I is a limited partnership created under the laws of the Province of Quebec in 2012. Its initial partner is Fonds and its general partner is Gestion FSIT Inc. created under the Business Corporations Act (Quebec). Fonds I has been created in order to co-invest with W2 in businesses located in the Province of Quebec acting in information technologies, communications, digital technologies and environmental technologies.

INFORMATION ABOUT SAMSUNG

Samsung is the venture capital arm of the Samsung Group, a South Korean multinational conglomerate company headquartered in Samsung Town, Seoul. Samsung has offices in Seoul, Silicon Valley, London, Israel and Tokyo.

INFORMATION ABOUT W2

W2 (W Investments fund 2) is a Canadian investment firm targeting technology and media related profitable companies with a proven track record and strong potential for growth.

INFORMATION ABOUT ENERTECH

EnerTech is a private investment firm focused on innovation in the energy and power industries. It has managed approximately CAD\$450 million and has delivered 31 exits. EnerTech is currently investing out of its fourth fund and has offices in Philadelphia, Toronto, Montreal and Calgary.

INFORMATION ABOUT MR. VEILLEUX, 9109 AND FIDUCIE VEILOR

Mr. Veilleux is a substantial shareholder, director and chief executive officer of Distech Controls. As at the date of this announcement, Mr. Veilleux directly and, through 9109, indirectly holds an aggregate of 12,435,024 Class A Common Shares of Distech Controls.

9109 is a company incorporated under the laws of Québec, Canada and controlled by Mr. Veilleux. It is a trust established for the benefit of Mr. Veilleux and members of his family whereby Mr. Veilleux holds approximately 90.91% of the voting shares of 9109 as at the date of this announcement.

Fiducie Veilor is a family trust for which, amongst others, Mr. Veilleux and his wife are the beneficiaries. Fiducie Veilor is a shareholder of 9109 and is controlled by Mr. Veilleux. As at the date of this announcement, Fiducie Veilor holds approximately 9.09% of the voting shares of 9109.

INFORMATION ABOUT THE GROUP

The Group is principally engaged in the business of provision of building energy management and solution services.

LISTING RULES IMPLICATIONS

(1) Major transaction in relation to deemed disposal and disposals of shares of Distech Controls

As the Subscriptions under the Subscription Agreement and the 9109 Subscription under the 9109 Share Purchase and Rollover Agreement involve the allotment of shares of a subsidiary of the Company, they constitute deemed disposals by the Company pursuant to Rule 14.29 of the Listing Rules.

Taking into account that the Subscriptions under the Subscription Agreement, the 9109 Subscription under the 9109 Share Purchase and Rollover Agreement and the disposals by the Company under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement involve the disposal of securities in the same company, the Directors consider that it is appropriate to aggregate the transactions under the Subscription Agreement, the 9109 Share Purchase and Rollover Agreement, the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement for the purpose of determining the relevant percentage ratios under Chapter 14 of the Listing Rules.

As certain applicable percentage ratio of the Subscriptions, the 9109 Subscription and the disposals by the Company under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement, in aggregate, is more than 25% but is less than 75%, the Subscriptions, the 9109 Subscription and the disposals by the Company under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement, in aggregate, constitute a major transaction of the Company and shall be subject to the reporting, announcement and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

(2) Connected transaction in relation to deemed disposal of shares of Distech Controls

Immediately prior to the completion of the Agreements, Mr. Veilleux is a substantial shareholder, director and chief executive officer of Distech Controls, and 9109 is a company controlled by Mr. Veilleux. Under the Listing Rules, 9109 is a connected person of the Company. Accordingly, the 9109 Subscription, 9109 Repurchase and 9109 Repurchase II constitute connected transactions of the Company under Chapter 14A of the Listing Rules.

As certain applicable percentage ratio of the 9109 Subscription is less than 5% but the total consideration is more than HK\$1 million, the 9109 Subscription is a connected transaction subject to the reporting and announcement requirements set out in Rules 14A.45 to 14A.47 of the Listing Rules but exempt from independent Shareholders' approval requirements pursuant to Rule 14A.34 of the Listing Rules.

(3) Disclosable transaction in relation to Share Exchange Agreement

As certain applicable percentage ratio of the Technovator Share Exchange is more than 5% but is less than 25%, the Technovator Share Exchange is a discloseable transaction subject to the reporting and announcement requirements under Rule 14.34 of the Listing Rules.

(4) Disclosable and connected transaction in relation to repurchase of shares of Distech Controls

Taking into account that the 9109 Repurchase and the 9109 Repurchase II involve the acquisition of securities in the same company, the Directors consider that it is appropriate to aggregate these transactions for the purpose of determining the relevant percentage ratios under Chapters 14 and 14A of the Listing Rules.

As certain applicable percentage ratio of the 9109 Repurchase and the 9109 Repurchase II, in aggregate, exceeds 5%, and the consideration of the 9109 Repurchase and 9109 Repurchase II, in aggregate, is more than HK\$10 million, the 9109 Repurchase and 9109 Repurchase II constitute a discloseable and connected transaction subject to the reporting and announcement requirements set out in Rule 14.34 of the Listing Rules and the reporting, announcement and independent Shareholders' approval requirements set out in Rules 14A.45 to 14A.48 of the Listing Rules.

EGM

The Company will hold the EGM to approve the transactions under the Agreements. A circular containing, among other things, further details of Agreements and a notice convening the EGM, will be despatched to the Shareholders on or before 28 March 2013.

DEFINITIONS

“9109”	9109-2759 Québec Inc., a company incorporated under the laws of Québec, Canada and controlled by Mr. Veilleux. It is a trust established for the benefit of Mr. Veilleux and members of his family whereby Mr. Veilleux holds a majority of the voting shares of 9109 and members of his family also owns shares of 9109
“9109 Call Option”	the option to be granted in favour of the Company under the Shareholders’ Agreement whereby the Company shall have the right, at its discretion, to purchase from 9109, anytime after the fifth (5th) anniversary of the date of the Shareholders’ Agreement, all of the shares of Distech Controls held by 9109 at a price equal to the Fair Market Value of the shares
“9109 Put Option”	the option to be granted by the Company under the Shareholders’ Agreement in favour of 9109 whereby 9109 will have the option, at its discretion, to sell to the Company, anytime after the fifth (5th) anniversary of the date of the Shareholders’ Agreement, all of the shares of Distech Controls held by 9109 at a price equal to the Fair Market Value of such shares. Upon receipt of notice from 9109 indicating its intention to exercise the Put Option, the Company shall notify 9109 of its intention to either, at its discretion, (i) retain its equity position in Distech Controls and purchase such shares or (ii) to devote its best commercial effort, together with 9109, to sell all the issued and outstanding shares of Distech Controls to a person with whom a shareholder of Distech Controls is dealing at Arm’s Length (as defined in the Income Tax Act (Canada)).
“9109 Repurchase”	the repurchase of 9109 Repurchase Shares by Distech Controls from 9109 pursuant to the 9109 Share Purchase Agreement
“9109 Repurchase II”	the repurchase of 9109 Repurchase II Shares by Distech Controls from 9109 pursuant to the 9109 Share Purchase and Rollover Agreement
“9109 Repurchase II Shares”	950,796 Class A Common Shares held by 9109 immediately prior to completion of the 9109 Share Purchase and Rollover Agreement
“9109 Repurchase Shares”	2,852,389 Class A Common Shares held by 9109 immediately prior to completion of the 9109 Share Purchase Agreement
“9109 Share Purchase Agreement”	a share purchase agreement to be entered into on the Closing Date between Distech Controls and 9109 for the purchase of 9109 Repurchase Shares for cancellation at a consideration of CAD\$7,500,000

“9109 Share Purchase and Rollover Agreement”	a share purchase and rollover agreement to be entered into on the Closing Date between Distech Controls and 9109 for the 9109 Repurchase II and 9109 Subscription
“9109 Subscription”	the allotment of 9109 Subscription Shares by Distech Controls to 9109 pursuant to the 9109 Share Purchase and Rollover Agreement
“9109 Subscription Shares”	950,796 Class A Preferred Shares
“Agreements”	collectively, the Subscription Agreement, Share Exchange Agreement, CDPQ Share Purchase Agreement, Fonds Share Purchase Agreement, 9109 Share Purchase Agreement, 9109 Share Purchase and Rollover Agreement, USA Termination Agreement and Shareholders’ Agreement
“Board”	the board of directors of the Company
“CAD\$”	Canadian dollars, the lawful currency of Canada
“Call Options”	collectively, the 9109 Call Option and Veilleux Call Option
“CDPQ”	Caisse de dépôt et placement du Québec, a company, which was incorporated under the laws of Québec, Canada
“CDPQ Share Purchase Agreement”	A share purchase agreement to be entered into on the Closing Date between the Company, CDPQ and Distech Controls for the transfer of 798,669 Class A Preferred Shares from the Company to CDPQ at a consideration of CAD\$2,100,000
“Class A Common Share(s)”	Class A common share(s) of Distech Controls
“Class A Preferred Share(s)”	Class A preferred share(s) of Distech Controls
“Class B Common Share(s)”	Class B common share(s) of Distech Controls
“Class B Preferred Share(s)”	Class B preferred share(s) of Distech Controls
“Closing Date”	10 April 2013 or such other date the parties agree
“Common Shares”	collectively, Class A Common Shares and Class B Common Shares, and each a “Common Share”

“Company” or “Technovator”	Technovator International Limited, a limited liability company incorporated in Singapore on 25 May 2005 and the issued securities of which are listed on the Stock Exchange
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Director(s)”	the director(s) of the Company
“Disposals”	means disposal of a total of 3,803,185 shares by the Company under the CDPQ Share Purchase Agreement and the Fonds Share Purchase Agreement
“Distech Controls”	Distech Controls Contrôles Inc. (Distech Controls Controls Inc.), which is an operating subsidiary of the Company, was incorporated under the laws of Québec, Canada on 5 January 1995 and owned as to 63.81% by the Company immediately prior to the completion of the Subscription Agreement
“Distech Controls ESOP 2008”	the stock option plan adopted by Distech Controls on 28 May 2008 and as amended from time to time, under which share options have been offered by Distech Controls prior to the listing of Share on the Main Board of the Stock Exchange, details of which are set out in the section headed “Pre-IPO Share Option Schemes” in Appendix VI to the prospectus of the Company dated 17 October 2011
“EBITDA”	consolidated net earnings before interest, taxes, depreciation and amortization
“EDC”	Export Development Canada, a company, which was incorporated under the laws of Canada
“EDC Subscription Price”	the subscription price payable by EDC in relation to its subscription of Preferred Shares pursuant to the Subscription Agreement
“EGM”	an extraordinary general meeting of Company to be convened to approve the transaction under the Agreements
“EnerTech”	EnerTech Capital Partners IV L.P., a limited partnership, which was established under the laws of Delaware, the United States
“Existing Shareholders”	collectively, the Company, Mr. Veilleux and 9109 and each an “Existing Shareholder”

“Fair Market Value”	fair market value of a share, without discount for a minority position, established at the date of the event, by a Chartered Business Valuator who is a partner of one of the Big 4 accounting firms carrying on business in Montréal, Québec, mutually agreeable to the relevant parties
“Fiducie Veilor”	a shareholder of 9109 and a family trust for which, amongst others, Mr. Veilleux and his wife are the beneficiaries and is controlled by Mr. Veilleux
“Fonds”	Fonds de solidarité des travailleurs du Québec (F.T.Q.), a company, which was incorporated under the laws of Québec, Canada
“Fonds I”	Fonds de solidarité FTQ Investissements Croissance I S.E.C., a limited partnership, which was established under the laws of Québec, Canada
“Fonds Share Purchase Agreement”	a share purchase agreement to be entered into on the Closing Date between the Company, Fonds and Distech Controls for the transfer of 3,004,516 Class A Preferred Shares from the Company to Fonds at a consideration of CAD\$7,900,000
“Group”	the Company and its subsidiaries (as defined in the Listing Rules) from time to time
“Groupe Arcom”	a company which was incorporated under the laws of France that previously held certain equity interest in Distech Controls
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Investors”	collectively, CDPQ, EnerTech, EDC, Fonds, Fonds I, Samsung and W2, and each an “Investor”
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“Mr. Veilleux”	Étienne Veilleux, a shareholder, director and chief executive officer of Distech Controls
“Non-Competition Agreement”	a non-competition agreement to be entered into on the Closing Date among Distech Controls, the Investors, Mr. Veilleux and 9109

“PRC”	People’s Republic of China which, for the purpose of this announcement, shall exclude Hong Kong, Macau Special Administrative Region and Taiwan
“Preferred Shares”	collectively, Class A Preferred Shares and Class B Preferred Shares, and each a “Preferred Share”
“Put Options”	collectively, the 9109 Put Option and Veilleux Put Option
“Repurchases”	collectively, the 9109 Repurchase and 9109 Repurchase II
“Samsung”	SVIC No. 25 New Technology Business Investment L.L.P., a limited partnership, which was established under the laws of Korea
“Share Exchange Agreement”	a share exchange agreement to be entered into on the Closing Date between the Company and Distech Controls for the Technovator Share Exchange
“Shareholder(s)”	holder(s) of the ordinary share(s) in the capital of the Company
“Shareholders’ Agreement”	a shareholders’ agreement to be entered into on the Closing Date among Distech Controls, the Company, the Investors, Mr. Veilleux, 9109 and Mr. Veilor
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Agreement”	a subscription agreement dated 11 March 2013 entered into among Distech Controls, the Company, the Investors, Mr. Veilleux and 9109
“Subscriptions”	collectively, the subscriptions by the Investors in accordance with the Subscription Agreement and each a “Subscription”
“subsidiary(ies)”	has the meaning as defined in the Listing Rules
“Technovator Exchange Shares”	3,803,185 Class A Common Shares held by the Company immediately prior to completion of the Share Exchange Agreement
“Technovator Share Exchange”	the exchange of 3,803,185 Class A Common Shares held by the Company immediately prior to the completion of the Share Exchange Agreement into 3,803,185 Class A Preferred Shares
“Total Subscription Price”	the total subscription price payable by all Investors to Distech Controls for the Subscriptions in accordance with the Subscription Agreement

“USA”	a unanimous shareholders’ agreement dated 28 May 2008 entered into between the Company, Distech Controls, Mr. Veilleux and 9109
“USA Termination Agreement”	a termination agreement to be entered into on the Closing Date between the Company, Distech Controls, Mr. Veilleux and 9109 to terminate the USA
“USD”	United States dollars, the lawful currency of the United States
“Veilleux Call Option”	the option to be granted in favour of the Company under the Shareholders’ Agreement whereby the Company shall have the right, at its discretion, to purchase from Mr. Veilleux, anytime after the fifth (5th) anniversary of the date of the Shareholders’ Agreement, all of the shares of Distech Controls held by Mr. Veilleux at a price equal to the Fair Market Value of the shares
“Veilleux Employment Agreement”	an employment agreement to be entered into on the Closing Date between Distech Controls and Mr. Veilleux
“Veilleux Put Option”	the option to be granted by the Company under the Shareholders’ Agreement in favour of Mr. Veilleux whereby Mr. Veilleux will have the option, at its discretion, to sell to the Company, anytime after the fifth (5th) anniversary of the date of the Shareholders’ Agreement, all of the shares of Distech Controls held by Mr. Veilleux at a price equal to the Fair Market Value of such shares. Upon receipt of notice from Mr. Veilleux indicating its intention to exercise the Put Option, the Company shall notify Mr. Veilleux of its intention to either, at its discretion, (i) retain its equity position in Distech Controls and purchase such shares or (ii) to devote its best commercial effort, together with Mr. Veilleux, to sell all the issued and outstanding shares of Distech Controls to a person with whom a shareholder of Distech Controls is dealing at Arm’s Length (as defined in the Income Tax Act (Canada)).
“W2”	Investissements W2 Inc., a company which was incorporated under the laws of Québec, Canada
“%”	per cent.

ROUNDING

Certain amounts and percentage figures included in this announcement have been subject to rounding adjustments. As a result, any discrepancies in any table or chart between the total shown and the sum of the amounts listed are due to rounding.

By order of the Board of
Technovator International Limited
Lu Zhicheng
Chairman

Hong Kong, 11 March 2013

As at the date of this announcement, the executive directors of the Company are Mr. Zhao Xiaobo and Mr. Seah Han Leong; the non-executive directors of the Company are Mr. Lu Zhicheng, Dr. Li Jisheng, Mr. Liu Tianmin and Mr. Ng Koon Siong; and the independent non-executive directors of the Company are Mr. Fan Ren Da Anthony, Mr. Chia Yew Boon and Ms. Chen Hua.