

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Technovator International Limited, you should at once hand this circular and the accompany form of proxy to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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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 AND CONNECTED TRANSACTION
IN RELATION TO
DISPOSAL OF SHARES OF DISTECH CONTROLS
AND
(2) NOTICE OF EXTRAORDINARY GENERAL MEETING**

A notice convening the extraordinary general meeting ("EGM") of the Company to be held on Thursday, 30 July 2015 at 10 a.m. at Unit 806-810, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong, is set out on page 44 of this circular. A form of proxy for use by the Shareholders at the EGM is enclosed herein.

Whether or not you are able to attend the EGM, you are requested to complete the accompanying form of proxy for use at the EGM in accordance with the instructions printed thereon and return the same to the Company's Hong Kong share registrar, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, as soon as possible and, in any event, not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjourned meeting thereof should you so wish.

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DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions have the following meanings:

“9109”	9109-2759 Québec Inc., a shareholder of the Target as at the Latest Practicable Date and controlled by Mr. Veilleux
“Acquired Subsidiaries”	9313-3510 Québec Inc., Distech Controls USA Inc., Distech Energy Holding Inc., Distech Controls LLC, Distech Controls Energy Services, Inc., Distech Controls Energy Services (Canada) Inc., Distech Controls Facility Solutions Inc. and the French Acquired Subsidiaries
“Acquisition Agreements”	collectively, the Escrow Agreement, the Non-Competition Agreement, the Employment Agreement and the RSU Agreements
“Actual Indebtedness”	the amount of Indebtedness, to the extent not already taken into account in the calculation of the Closing Cash Payment
“Adjustment Escrow Amount”	CAD\$3,500,000, together with all interest thereon
“Agreement”	a share purchase agreement dated 8 March 2015 entered into among by the Purchaser, the Purchaser’s Parent, the Target and the Sellers for the disposal of the Sale Shares by the Sellers to the Purchaser (as amended by the Letter Agreement)
“ASPE”	the Canadian Accounting Standards for Private Enterprises, as in force at a given date, as well as the policies, procedures and methodology thereunder, all as amended from time to time
“Available Cash”	as of 11:59 pm. (Montreal Time) on the day immediately preceding the Closing Date: (a) the fair market value (expressed in Canadian dollars) of all cash and cash equivalents of any kind of the Corporations on hand or on deposit as shown in the Corporations’ accounting records, less (b) any escrowed cash or other restricted cash balances and less the amounts of any bank overdrafts and any unpaid cheques, drafts, and wire transfers issued on or prior to the Closing (to the extent not theretofore deducted from the cash on hand), determined in accordance with ASPE consistently applied
“Board”	the board of directors of the Company
“Business Day”	any day, other than a Saturday, Sunday or statutory or civic holiday in Montreal, Quebec or Atlanta, Georgia

DEFINITIONS

“CAD\$”	Canadian dollars, the lawful currency of Canada
“CDPQ”	Caisse de Dépôt et Placement du Québec, a shareholder of the Target as at the Latest Practicable Date
“Circular”	draft Circular for shareholders of the Company in relation to the Agreement and the transactions contemplated by the Agreement
“Class A Common Share(s)”	Class A common share(s) of the Target
“Class B Common Share(s)”	Class B common share(s) of the Target
“Class A Preferred Share(s)”	Class A preferred share(s) of the Target
“Class B Preferred Share(s)”	Class B preferred share(s) of the Target
“Closing”	completion of the transaction for the purchase and sale contemplated in the Agreement
“Closing Cash Payment”	the sum of CAD\$318,000,000, plus the estimated Available Cash, less the estimated Indebtedness, less the Adjustment Escrow Amount and the Indemnity Escrow Amount, less the Sellers’ Representative Expense Amount and less the estimated Net Working Capital Deficiency or plus the estimated Net Working Capital Surplus, as applicable
“Closing Date”	the second Business Day (Montreal Time) after the conditions to Closing have been satisfied or waived or at such other date as may be agreed upon in writing by the Purchaser and the Sellers’ Representative
“Closing Date Statement”	a statement to be delivered by the Sellers’ Representative to the Purchaser as soon as practicable but in no event later than 60 days following the Closing Date
“Common Shares”	collectively, Class A Common Shares and Class B Common Shares, and each a “Common Share”
“Company”	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
“Company Execution Date”	the date on which the Company executed the Agreement and became a party thereto, being 8 March 2015 (Montreal Time)

DEFINITIONS

“connected person(s)”	has the meaning ascribed thereto under the Listing Rules
“Consideration”	total consideration for the Sale Shares payable by the Purchaser under the Agreement
“Corporations”	collectively, the Target and the Acquired Subsidiaries
“Director(s)”	the director(s) of the Company
“Disposal”	disposal of 18,122,053 Class A Common Shares, being all shares of the Target held by the Company, by the Company to the Purchaser
“EBITDA”	consolidated net earnings before interest, taxes, depreciation and amortization
“EDC”	Export Development Canada, a shareholder of the Target as at the Latest Practicable Date
“EGM”	an extraordinary general meeting of Company to be convened to approve the transactions under the Agreement
“Employment Agreement”	the employment agreement to be entered into at Closing by and between Mr. Veilleux and the Target
“EnerTech”	EnerTech Capital Partners IV L.P., a shareholder of the Target as at the Latest Practicable Date
“Escrow Agent”	JP Morgan Chase Bank, National Association
“Escrow Agreement”	the escrow agreement to be entered into at Closing by and among the Purchaser, the Sellers and the Escrow Agent
“Excepted Indemnifiers”	each of CDPQ, Fonds, Fonds I, EnerTech, EDC, Samsung, W2 and any person whose name may be added to the list of the names and shareholdings of all the Sellers on or prior to the Closing Date pursuant to the terms of the Agreement and becomes a Seller under the Agreement
“Fiducie Veilor”	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 Latest Practicable Date, Fiducie Veilor holds approximately 9.09% of the voting shares of 9109
“Fonds”	Fonds de solidarité des travailleurs du Québec (F.T.Q.), a shareholder of the Target as at the Latest Practicable Date

DEFINITIONS

“Fonds I”	Fonds de solidarité FTQ Investissements Croissance I S.E.C. a shareholder of the Target as at the Latest Practicable Date
“French Acquired Subsidiaries”	Distech France Holding SAS (Registration No. 520433723 RCS Lyon), Distech Controls SAS (Registration No. 397739426 RCS Lyon) and Distech Controls Solutions SAS (Registration No. 404054645 RCS Lyon)
“Group”	the Company and its subsidiaries (as defined in the Listing Rules) from time to time
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Indebtedness”	as at 11:59 pm (Montreal Time) on the day immediately preceding the Closing Date: the aggregate amount of (a) all principal of unpaid fees or expenses and other monetary obligations in respect of, (i) any indebtedness of the Corporations for borrowed money (including any related interest rate swap contracts), (ii) any indebtedness of the Corporations by any note, bond, debenture or other debt security or instrument, (b) all obligations of the Corporations issued or assumed as the deferred purchase price of property or assets, all conditional sale or earn-out obligations of the Corporations and all obligations of the Corporations under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the ordinary course), (c) any obligations of the Corporations for bonus accruals for the 2015 calendar year, (d) all obligations of the Corporations for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction, (e) any obligations of the Corporations for overdrawn bank accounts of the Corporations, (f) any obligations of the Corporations for overpayments received from customers and any other credits to the reported liabilities set forth in the audited financial statements and the interim financial statements, (g) deferred lease liabilities as calculated in accordance with ASPE, (h) any amounts owed to former shareholders of the Corporation, and (i) current income tax liabilities (net of current income tax assets to the extent reasonably expected to be received within 60 days after Closing) of the Corporations for all pre-closing tax periods

DEFINITIONS

“Indemnity Escrow Account”	a separate interest bearing account, set up pursuant to the Escrow Agreement, where the Indemnity Escrow Amount is held for disbursement by the Escrow Agent
“Indemnity Escrow Amount”	an amount equal to CAD\$31,800,000
“Latest Practicable Date”	13 July 2015, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained in this circular
“Letter Agreement”	a letter agreement dated 29 June 2015 entered into among by the Purchaser, the Purchaser’s Parent, the Target and the Sellers in relation to, among other things, the Indemnity Escrow Amount and the Outside Date
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“Model Code”	Model Code for Securities Transactions of Directors of Listed Issuers, as set out in Appendix 10 of the Listing Rules
“Mr. Veilleux”	Étienne Antoine Veilleux, a shareholder, director and chief executive officer of the Target as at the Latest Practicable Date
“Net Working Capital”	as of 11:59 pm (Montreal Time) on the day immediately preceding the Closing Date: (a) all current assets (excluding Available Cash and any current income tax assets), determined in accordance with ASPE (except for the exclusion of Available Cash and any current income tax assets), minus (b) all current liabilities (excluding Indebtedness, all liabilities relating to compensation of employees of the Corporations, foreign exchange contracts, and current income tax liabilities), determined in accordance with ASPE (except for the exclusion of all liabilities relating to compensation of employees of the Corporations, foreign exchange contracts, current income tax liabilities and Indebtedness)
“Net Working Capital Deficiency”	the excess, if any, of Target Net Working Capital over Net Working Capital
“Net Working Capital Surplus”	the excess, if any, of Net Working Capital over Target Net Working Capital

DEFINITIONS

“Non-Competition Agreement”	the non-competition agreement to be entered into at Closing by and among the Purchaser, Mr. Veilleux, 9109 and the Corporations
“Other Sellers”	the Sellers, excluding the Company
“Outside Date”	1 September 2015, or such later date as may be agreed in writing by the Purchaser and the Sellers’ Representative
“PRC”	People’s Republic of China which, for the purpose of this circular, 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”
“Pro Rata Share”	with respect to each Seller, the pro rata shareholding of the Target that such Seller holds on the Closing Date
“Purchaser”	1028665 B.C. Ltd., a company, which was incorporated under the laws of British Columbia, Canada
“Purchaser’s Parent”	Acuity Brands Lightings, Inc., a Delaware corporation and the sole shareholder, directly or indirectly, of the Purchaser
“Resuccess”	Resuccess Investments Limited, an investment holding company incorporated in the British Virgin Islands with limited liability and a substantial shareholder of the Company
“RSU Agreements”	the special restricted stock unit notification and award agreements to be entered into between the Parent and certain members of senior management of the Corporations on or about the Closing Date
“Sale Shares”	all of the issued and outstanding shares in the capital of the Target as at the Latest Practicable Date (including 18,122,053 Class A Common Shares held by the Company), together with any other shares (or rights or options with respect to shares) in the capital of the Target that are issued and outstanding as of the Closing Date

DEFINITIONS

“Samsung”	SVIC No. 25 New Technology Business Investment L.L.P., a shareholder of the Target as at the Latest Practicable Date
“Sellers”	collectively, all shareholders of the Target as at the Latest Practicable Date, namely: Mr. Veilleux, 9109, CDPQ, EnerTech, EDC, Fonds, Fonds I, W2, Samsung and the Company, and each a “Seller”
“Sellers’ Representative”	Mr. Veilleux, being appointed to act, upon the instructions of a majority of the Sellers (which majority must at all times include CDPQ, Fonds, the Company and Mr. Veilleux) on behalf of the Sellers with respect to the transfer of the Sale Shares to the Purchaser in accordance with the terms and provisions of the Agreement
“Sellers’ Representative Expense Amount”	an amount to be agreed upon among the Sellers and to be used for anticipated professional fees and expense for the benefit of the Sellers pursuant to the Agreement
“Shareholder(s)”	holder(s) of the ordinary share(s) in the capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning as defined in the Listing Rules
“Target” or “Distech Controls”	Distech Contrôles Inc. (Distech Controls Inc.), a company incorporated under the laws of Québec, Canada on 5 January 1995 and owned as to approximately 43.98% by the Company as at the date of the Agreement
“Target Net Working Capital”	CAD\$10,690,562
“Tongfang”	同方股份有限公司 (Tsinghua Tongfang Co., Ltd*), formerly known as 清華同方股份有限公司 (Tsinghua Tongfang Company Limited*), a joint stock limited company incorporated in the PRC, whose shares are listed and traded on the Shanghai Stock Exchange (上海證券交易所) and a substantial shareholder of the Company

DEFINITIONS

“Transaction Documents”	collectively, the Acquisition Agreements and all other agreements, certificates and other instruments or documents delivered or given pursuant to the Agreement
“Transaction Expenses”	as at 11:59 pm (Montreal Time) on the day immediately preceding the Closing Date: (a) all fees and disbursements of professional advisors which have been incurred by any of the Corporations (or by the Sellers, to the extent paid or payable by any of the Corporations) in connection with the preparation, execution and consummation of the Agreement; (b) any fees and expenses incurred by the Corporations in connection with obtaining waivers, consents or approvals of any governmental authority or third parties on behalf of the Corporations in connection with the consummation of the transactions contemplated; (c) all broker fees; (d) all sale, change of control, “stay-around”, retention or similar bonuses or payments to current or former directors, officers, employees and consultants paid or payable as a result of the Closing; and (e) without duplication of any Indebtedness, all refinancing fees and premiums and other fees and expenses incurred in connection with the repayment of the Indebtedness and obtaining releases of encumbrances in respect of such Indebtedness
“True-Up Payment”	the sum of (a) the Actual Indebtedness, (b) plus the adjusted Net Working Capital Deficiency or minus the adjusted Net Working Capital Surplus, as applicable, (c) plus the deficiency, if any, of the Available Cash from the estimated Available Cash or minus the excess, if any, of the Available Cash over the estimated Available Cash, as applicable
“USD”	United States dollars, the lawful currency of the United States
“Voting Undertakings”	irrevocable undertakings by each of Tongfang, Resuccess and Dragon Point Limited in favour of the Company and the Purchaser
“W2”	Investissements W2 Inc., a shareholder of the Target as at the Latest Practicable Date
“%”	per cent.

DEFINITIONS

If there is any inconsistency between the Chinese names of entities or enterprises established in China and their English translations, the Chinese names shall prevail. The English translation of company names in Chinese or another language which are marked with "" and the Chinese translation of company names in English which are marked with "*" is for identification purpose only.*

EXCHANGE RATE

In this circular, certain amounts denominated in CAD\$ have been translated to USD at an exchange rate of USD1=CAD\$1.160 for illustration purpose only.

ROUNDING

Certain amounts and percentage figures included in this circular 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.



TECHNOVATOR INTERNATIONAL LIMITED

同方泰德國際科技有限公司*

(incorporated in Singapore with limited liability)

(Stock Code: 1206)

Executive Directors:

Mr. Zhao Xiaobo

Mr. Seah Han Leong

Non-executive Directors:

Mr. Lu Zhicheng

Mr. Fan Xin

Mr. Liu Tianmin

Mr. Ng Koon Siong

Independent Non-executive Directors:

Mr. Fan Ren Da Anthony

Mr. Chia Yew Boon

Ms. Chen Hua

Registered Office:

66 Tannery Lane

#04-10/10A

Sindo Industrial Building

Singapore 347805

Principal place of

business in Hong Kong:

Unit 806–810, Bank of

America Tower,

12 Harcourt Road,

Central, Hong Kong

14 July 2015

To the Shareholders

Dear Sir or Madam,

**(1) MAJOR AND CONNECTED TRANSACTION
IN RELATION TO
DISPOSAL OF SHARES OF DISTECH CONTROLS
AND
(2) NOTICE OF EXTRAORDINARY GENERAL MEETING**

INTRODUCTION

Reference is made to the announcements dated 9, 12 and 30 March 2015, 2 April 2015 and 30 June 2015 issued by the Company regarding the Agreement.

* For identification purpose only

LETTER FROM THE BOARD

On 8 March 2015 (Montreal Time), (i) the Purchaser, (ii) the Purchaser's Parent, (iii) the Target, and (iv) all shareholders of the Target, including the Company (other than Samsung whose internal approval process for the Agreement took longer than other Sellers), entered into the Agreement for the disposal of all of the issued and outstanding shares in the capital of the Target.

On 11 March 2015 (Montreal Time), Samsung also executed the Agreement and became one of the Sellers.

On 2 April 2015, the Company announced that the Purchaser and the Sellers were negotiating on the possibility to enter into a supplemental agreement to amend certain terms of the Agreement relevant to the Closing. As such, additional time is required to finalize the content of this circular and on 29 June 2015 (Montreal Time), following the parties' awareness that certain products of Target and its subsidiaries were previously sold to customers in certain countries subject to Canadian, United States and European trade laws, the Purchaser, the Purchaser's Parent, the Target and the Sellers mutually agreed to enter into the Letter Agreement in relation to the Indemnity Escrow Amount in relation to paragraph (f) of the "Indemnity by Sellers" disclosed on page 22 of this circular) and the ancillary procedural and disclosure matters. The Outside Date is also extended from 30 June 2015 to 1 September 2015 pursuant to the Letter Agreement.

Accordingly, all shareholders of the Target as at the Latest Practicable Date agreed to dispose of all of the issued and outstanding shares in the capital of the Target as of the Closing Date to the Purchaser.

The purpose of this circular is to provide you with further information regarding details of the Agreement and a notice convening the EGM.

PRINCIPAL TERMS OF THE AGREEMENT

Date:	8 March 2015 (Montreal Time), being the execution date of the Agreement by all parties (other than Samsung)
	11 March 2015 (Montreal Time), being the execution date of the Agreement by Samsung
	29 June 2015 (Montreal Time), being the date of the Letter Agreement
Parties:	Purchaser: 1028665 B.C. Ltd.
	Purchaser's Parent: Acuity Brands Lighting, Inc.

LETTER FROM THE BOARD

Target:

Distech Controls Inc., a company incorporated under the laws of Québec, Canada and owned as to approximately 43.98% by the Company as at the date of the Agreement

Sellers:

All shareholders of the Target as at the Latest Practicable Date, namely:

- (a) the Company
- (b) Mr. Veilleux
- (c) 9109
- (d) CDPQ
- (e) EnerTech
- (f) EDC
- (g) Fonds
- (h) Fonds I
- (i) W2
- (j) Samsung

In the event that holders of share options of the Target, being (i) in one case, a director; (ii) in one case, an ex-employee; and (iii) in other cases, employees, of the Target and/or its subsidiaries, exercise their outstanding share options, intervene the Agreement and become one of the Sellers, they shall sell all such shares of the Target that they hold as of the Closing Date to the Purchaser.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, each of the Purchaser and the Purchaser's Parent, as well as their respective ultimate beneficial owners are third parties independent of the Company and connected persons of the Company.

Immediately prior to the completion of the Agreement, (i) Mr. Veilleux is a substantial shareholder, director and chief executive officer of the Target; (ii) 9109 is a company controlled by Mr. Veilleux; (iii) Fonds and Fonds I, together, are substantial shareholders of the Target; and (iv) Ahmed Hirani, a holder of 225,000 share options of the Target, is a director of one of the Acquired Subsidiaries, and therefore each of Mr. Veilleux, 9109, Fonds, Fonds I and Ahmed Hirani is a connected person at the subsidiary level of the Company.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, save for the aforesaid, each of Other Sellers, as well as their respective ultimate beneficial owners are third parties independent of the Company and connected persons of the Company.

LETTER FROM THE BOARD

Assets to be disposed of by the Company:

Pursuant to the Agreement, the Sellers (including the Company) shall dispose of all of the issued and outstanding shares in the capital of the Target that they hold to the Purchaser as follows.

Name of Seller	Number and class of shares	% of shareholding in the Target as at the Latest Practicable Date	% of shareholding in the Target in the event that all outstanding share options of the Target are exercised in full
the Company	18,122,053 Class A Common Shares	43.98%	42.80%
Mr. Veilleux	6,949,266 Class A Common Shares	16.86%	16.41%
9109	950,796 Class A Preferred Shares and 1,682,573 Class A Common Shares	6.40%	6.22%
CDPQ	3,042,548 Class A Preferred Shares	7.38%	7.19%
EnerTech	114,096 Class A Preferred Shares and 836,701 Class B Preferred Shares	2.31%	2.25%
EDC	1,901,593 Class A Preferred Shares	4.61%	4.49%
Fonds	4,944,141 Class A Preferred Shares	12.00%	11.68%
Fonds I	507,092 Class A Preferred Shares	1.23%	1.20%
Samsung	1,901,593 Class A Preferred Shares	4.61%	4.49%
W2	253,545 Class A Preferred Shares	0.62%	0.60%
Holders of share options of the Target (in the event that they become one of the Sellers)		–	2.67%
Total	26,753,892 Class A Common Shares, 13,615,404 A Preferred Shares and 836,701 Class B Preferred Shares	100.00%	100.00%

LETTER FROM THE BOARD

Among the Sale Shares, the Company agreed to sell and the Purchaser agreed to purchase 18,122,053 Class A Common Shares (being all the shares of the Target held by the Company), representing (i) approximately 43.98% of shareholding in the Target as at the date of the Agreement; and (ii) approximately 42.80% of shareholding in the Target as of Closing in the event that all outstanding share options of the Target are exercised in full.

Consideration:

The Consideration for the Sale Shares (including any other shares (or rights or options with respect to shares) in the capital of the Target that are issued and outstanding as of the Closing Date) before adjustments shall be CAD\$318,000,000. The Consideration after adjustments shall be the sum of: (i) CAD\$318,000,000, (ii) plus the Available Cash, (iii) minus any Indebtedness, (iv) plus the Net Working Capital Surplus or minus the Net Working Capital Deficiency. The Company shall be entitled to receive the Pro Rata Share of the Consideration after adjustments.

Based on the latest financial figures of the Target as at 31 May 2015, the Available Cash, the Indebtedness, the Net Working Capital Surplus are approximately CAD\$3,000,000, CAD\$5,134,804 and CAD\$1,647,773, respectively.

The Company made a public announcement on 30 September 2014 to the effect that the Target was pursuing the examination of strategic alternatives, in particular but without limitation, a sale of the business. Since then, the Target received a number of proposals without solicitation by the Target and therefore the board of the Target decided to launch an organized bidding process to evaluate and compare such proposals more thoroughly and also include certain other potentially qualified and interested parties in such process. Teasers were subsequently sent in January 2015 to 8 likely bidders, of which 7 signed a mutual non-disclosure agreement and subsequently received a comprehensive confidential information memorandum, giving sufficient details to provide serious and informed indications of interest, of which 4 were formally received. The indication of interest of Acuity was selected as the superior offer based on a number of factors, mainly the amount of the consideration offered and firmness of the offer. The Target gave an exclusivity to Acuity on a non-binding offer and the consideration was increased before the end of the exclusivity period. At the conclusion of the bidding process, all the shareholders of the Target were satisfied with the Consideration and other conditions and decided to sell the Sale Shares to the Purchaser.

LETTER FROM THE BOARD

The Consideration and any adjustments to the Consideration were arrived at through arm's length negotiation among the parties to the Agreement. When determining the Consideration and any adjustments to the Consideration, the Board has taken into account the financial information of the Target and the EBITDA multiples of a number of companies, both listed and unlisted. All of these companies are also engaged in similar business as the Target, although they are at different stages of growth, have different configuration and are of different sizes. Some of these companies are listed in North America and Europe and their financial information are therefore available from public channels. While these companies considered by the Company are not exhaustive in the market, they (i) cover, to the best knowledge of the Company, key major players in the same major markets as the Target with different operational scale; (ii) a sufficient number of public companies for the Company's analysis without relying on subjective forecast data and the Board therefore considers these companies to be broadly relevant as objective reference and good benchmark for considering their EBITDA multiples when determining the fairness and reasonableness of the Consideration. In addition, some of these companies were also interested in purchasing all shares of the Target during the bidding process and the Board is of the view that it is appropriate to also consider the EBITDA multiples of such companies given their same interest in the business of the Target. Companies listed on the Stock Exchange are not considered to be appropriate for the Company's analysis as the Target is neither a company listed on the Stock Exchange nor has its major markets in Hong Kong. Having considered all of these factors as a whole, the Board is therefore of the view that the Consideration and any adjustments to the Consideration are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The consideration before adjustments for Disposal entitled by the Company contemplated under the Agreement is approximately CAD\$136 million (assuming all outstanding share options of the Target are exercised in full), representing an excess of approximately CAD\$118 million over the net asset value of Distech Controls attributable to the equity interest of the Company in Distech Controls, which is the subject of the Disposal, as at 31 December 2014.

LETTER FROM THE BOARD

- Delivery of Estimated Statement: No later than 2 Business Days prior to the Closing, the Sellers' Representative shall deliver to the Purchaser a statement ("**Estimated Statement**") setting forth, among other things, the estimated amount of (i) Net Working Capital, (ii) Net Working Capital Surplus or the Net Working Capital Deficiency, as applicable; (iii) Available Cash; (iv) Indebtedness; (v) the Transaction Expenses; and (vi) based on the foregoing, the Closing Cash Payment (after deducting the estimated Transaction Expenses) due to the Sellers at Closing.
- Payments: On the Closing Date, the Purchaser shall pay the following amounts:
- (a) to secure and to serve as a fund in respect of the indemnification obligations of Sellers and in respect of the payment of any adjustments to the Consideration under the Agreement, the Purchaser, the Sellers and the Escrow Agent will, at Closing, enter into the Escrow Agreement and the Purchaser shall deposit the Adjustment Escrow Amount and the Indemnity Escrow Amount with the Escrow Agent in cash;
 - (b) by wire transfer of immediately available funds, the Sellers' Representative Expense Amount to such account as shall be designated by the Sellers' Representative prior to the Closing Date;
 - (c) to the creditors of the Indebtedness, all amounts necessary to discharge fully the estimated Indebtedness due to them, by wire transfer of immediately available funds to the accounts set out in the payout letters;
 - (d) to the Target, for and on behalf of the Sellers, the amount equal to the estimated Transaction Expenses paid by the Target for and on behalf of the Sellers, by wire transfer of immediately available funds to account(s) designated by the Target; and
 - (e) by wire transfer of immediately available funds to such account as shall be designated by the Sellers' Representative prior to the Closing Date, an amount equal to the Closing Cash Payment minus the estimated Transaction Expenses, for payment by the Sellers' Representative to the Sellers based on their respective Pro Rata Shares.

LETTER FROM THE BOARD

- Final determination of the Consideration:
- (a) As soon as practicable (but in no event later than 60 days following the Closing Date), the Sellers' Representative shall deliver to the Purchaser the Closing Date Statement setting forth, among other things, the calculation of (i) the amount of Net Working Capital, (ii) the amount of Available Cash, (iii) the amount of Actual Indebtedness, and (iv) the amount of the resulting True-Up Payment.
 - (b) If the Purchaser has any objections to the Closing Date Statement, the Purchaser shall, within 30 days after its receipt of the Closing Date Statement (the "**Notice Period**"), give written notice (the "**Dispute Notice**") to the Sellers' Representative.
 - (c) If the Purchaser does not deliver the Dispute Notice within such 30 day period, the Closing Date Statement shall be final, binding and conclusive on the parties, absent manifest error.
 - (d) If the Sellers' Representative and the Purchaser are unable to resolve all such disputes within the 10 Business Day period, then within 5 Business Days after the expiration of such period, all unresolved disputes shall be submitted to Deloitte (the "**Neutral Accountant**") who shall perform its services within 30 days of submission of the Closing Date Statement and objection(s) thereto. The decision of the Neutral Accountant shall be final, binding and conclusive upon the parties and will not be subject to appeal, absent manifest error.
 - (e) When the Closing Date Statement is final, binding and conclusive on the parties:
 - (A) if the True-Up Payment amounts to a positive number, the Consideration will be decreased by such amount and the Sellers will pay such amount to the Purchaser; and
 - (B) if the True-Up Payment amounts to a negative number, the Consideration will be increased by such amount and the Purchaser will pay such amount to the Sellers' Representative (for the benefit of and disbursement to the Sellers in accordance with their respective Pro Rata Shares).

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- (f) The True-Up Payment shall be paid within 5 Business Days after the date that is the earliest of: (i) the date on which the Purchaser advises the Sellers' Representative in writing that it does not intend to send a Dispute Notice, (ii) the last day of the Notice Period, if no Dispute Notice is delivered within the Notice Period, and (iii) the date of resolution during the 10 Business Day period or resolution by the Neutral Accountant, as applicable. The True-Up Payment shall be made by wire transfer of immediately available funds to a bank account designated by the recipient party.

The Adjustment Escrow Amount and the Indemnity Escrow Amount held by the Escrow Agent shall be released pursuant to the Escrow Agreement.

Conditions precedent: Completion of the Agreement is conditional upon, among other things, the following:

- (a) each of the Target's, the Sellers' and the Purchaser's core representations and each of the representations and warranties of each of the Target, the Sellers and the Purchaser contained in the Agreement that are qualified as to materiality or material adverse effect shall be true and correct in all respects as of the Closing Date;
- (b) each of other representations and warranties of each of the Target, the Sellers and the Purchaser contained in the Agreement shall be true and correct in all material respects as of the Closing Date;
- (c) the Target, the Sellers and the Purchaser shall have fulfilled in all material respects with all covenants contained in the Agreement and in any Acquisition Agreement to which they are a party to be fulfilled with by them at or prior to Closing;
- (d) all required consents and authorizations shall have been obtained on terms acceptable to the Purchaser, acting reasonably, and remain in full force and effect;
- (e) the Company shall have complied with its obligations under the Agreement with respect to the Circular and the EGM, the Circular shall have been approved by the Stock Exchange by no later than 45 days after the Company Execution Date, the shareholders' resolution of the Company to approve the transactions contemplated by the Agreement shall have been adopted, and the Company shall have complied with all other necessary regulatory requirements, and obtained all other necessary authorizations in connection with the transactions contemplated by the Agreement;

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- (f) no action or proceeding shall be pending or threatened by any person (other than the Purchaser) in any jurisdiction, seeking to enjoin, restrict or prohibit or imposing any conditions on, any of the transactions contemplated by the Agreement or the Acquisition Agreements, the right of the Purchaser to acquire or own the Sale Shares, or the right of any Corporation to operate the business after Closing on substantially the same basis as currently operated;
- (g) no action or proceeding shall be pending or threatened by any person (other than the Sellers or the Corporations and their respective affiliates) in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by the Agreement or the Acquisition Agreements;
- (h) no law shall have been enacted by any governmental authority, that makes illegal or otherwise enjoins or prohibits any of the transactions contemplated by the Agreement or the Acquisition Agreements;
- (i) since the date of the Agreement, there shall not have occurred any event, development or condition or any damage, destruction or loss that has or can reasonably be expected to have, a material adverse effect; and
- (j) the Circular shall have been approved by the Stock Exchange by no later than 45 days after the Company Execution Date. Notwithstanding that the final draft of this circular had not been approved by the Stock Exchange within the 45-day period, the parties to the Agreement mutually agreed that such condition shall be treated as fulfilled taking into account the circumstances.

Actions to satisfy
conditions precedent:

The Target, the Sellers, and the Purchaser shall ensure compliance with all of the conditions set forth in "Conditions precedent". In particular, the Company shall, among other things:

- (a) promptly, but in no event later than 5 Business Days after the Company Execution Date, submit to the Stock Exchange the draft Circular. The Company shall promptly finalize the Circular to cause the Circular to be sent to the Shareholders so as to permit the EGM to be held as soon as practicable; and

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- (b) convene the EGM to be held as soon as practicable and shall not adjourn, postpone or cancel the EGM without the prior written consent of the Purchaser.

Waiver of conditions precedent:

If any of the conditions in favour of Purchaser set forth in “Conditions precedents” above have not been satisfied, the Purchaser may elect in writing to waive the condition and proceed with the completion of the transactions contemplated by the Agreement (including, for greater certainty, in the event that the Company does not obtain the necessary approval for the shareholders’ resolution of the Company or terminates the Agreement with respect to itself, the Purchaser may elect to purchase all of the Sale Shares held by all Sellers other than the Company (in the case of the Company’s failure to obtain the necessary approval for the shareholders’ resolution of the Company or in the case of a termination by the Company) in such case the necessary pro rata adjustments will be made to the Consideration) and, if any of the conditions in favour of Sellers set forth in paragraph (a), (b), (c), (g), and (h) of “Conditions precedent” above have not been satisfied, the Sellers may elect in writing to waive the condition and proceed with the completion of the transactions contemplated by the Agreement. Any such waiver and election by the Purchaser or the Sellers, as the case may be, will only serve as a waiver of the specific closing condition and the party which has not been able to satisfy the waived condition will, subject to the Closing with respect to such party, have no liability with respect to that specifically waived condition, other than with respect to the events described in paragraph (f) of “Indemnity by Sellers”.

While the condition in favour of the Purchaser set forth in paragraph (e) of “Conditions precedent” above is a condition that can only be waived by the Purchaser, if the condition in favour of the Sellers set forth in paragraph (g) “Conditions precedent” above has not been satisfied, the Sellers (including the Company) may elect not to waive such condition and therefore not to proceed with the completion of the transactions contemplated by the Agreement in the event of any non-compliance of necessary regulatory requirement.

Closing deliverables:

On or prior to the Closing Date, the Sellers shall deliver or cause to be delivered to the Purchaser among other things, the following:

- (a) evidence of termination of the unanimous shareholders’ agreement dated 26 April 2013 entered into by the Target, shareholders of the Target (including the Company) and Fiducie Veilor, details of which have been disclosed in the Company’s circular dated 5 April 2013;

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- (b) evidence of the termination or exercise of all outstanding options under, and termination of, the Target's employee stock option plan, and executed joinder agreements from each former option holder who exercises options, pursuant to which they agree to become bound by the terms of the Agreement as Sellers;
- (c) an amended and restated list of the names and shareholdings of all the Sellers as at the Closing Date; and
- (d) the Escrow Agreement.

Representations and warranties:

Each Seller, including the Company, (jointly as to each Seller only and not solidarily as to or with any other Seller) has given certain specific and customary representations and warranties to the Purchaser.

The Target has given certain specific and customary representations and warranties to the Purchaser.

The Purchaser and the Parent have given certain specific and customary warranties to the Sellers.

Indemnity by the Sellers:

The Sellers, jointly (in accordance with their respective Pro Rata Shares and to the extent provided in the Agreement), and not solidarily, shall indemnify the Purchaser and the Corporations and, to the extent named or involved in any third party action or claim, their respective employees, shareholders, directors, officers, representatives and related persons (collectively, the "**Purchaser Indemnified Persons**") from and against, and shall pay to the Purchaser, the Corporations and the Purchaser Indemnified Persons, on demand, the amount of, any loss or damages (collectively, "**Damages**"), suffered by the Purchaser, the Corporations or any of the Purchaser Indemnified Persons, in respect of:

- (a) any inaccuracy or breach of any representation or warranty made by the Target in the Agreement;
- (b) any breach or non-fulfilment by the Target of any covenant or obligation of the Target contained in the Agreement;

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- (c) any taxes of any Corporations with respect to pre-closing tax periods (unless otherwise already taken into account in the final determination of the Consideration); provided however that, with respect to any claims for indemnification relating to taxes of any Corporation for any taxable period ending on or prior to 26 April 2013, none of the Excepted Indemnifiers will have any liability for indemnification under this paragraph (c), and the Pro Rata Shares of all other Sellers, for purposes of such indemnification, will be adjusted so as to be calculated without taking into account the number of Sale Shares held by the Excepted Indemnifiers;
- (d) any claim by any person in respect of any Indebtedness or any Transaction Expenses (unless already paid at Closing pursuant to "Payments" above or taken into account in the final determination of the Consideration) or any unpaid 2014 bonuses; provided however that, with respect to any claims for indemnification relating to Indebtedness of any Corporation existing prior to 26 April 2013, none of the Excepted Indemnifiers will have any liability for indemnification under this paragraph (d), and the Pro Rata Shares of all other Sellers, for purposes of such indemnification, will be adjusted so as to be calculated without taking into account the number of Sale Shares held by the Excepted Indemnifiers;
- (e) any fraud, fraudulent or wilful misconduct, intentional misrepresentation or gross fault committed by the Target; and
- (f) the sale of products by the Target and its subsidiaries during the past five years to customers in certain countries in violation of applicable trade laws.

Subject to the time limitations and the limitations on Damages set forth in the Agreement, the right to indemnification under paragraph (a) of "Indemnity by the Sellers" is a right that is separate and independent from any other right or remedy under the Agreement.

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- Indemnity by each Seller: Each Seller shall indemnify the Purchaser and the Purchaser Indemnified Persons from and against, and shall pay to the Purchaser and the Purchaser Indemnified Persons, on demand, the amount of, any Damages suffered by the Purchaser or any Purchaser Indemnified Person in respect of any incorrectness or breach of any representation or warranty made by such Seller in the Agreement, any breach or non-fulfilment by such Seller of any covenant or obligation of such Seller contained in the Agreement or any fraud, fraudulent or wilful misconduct, intentional misrepresentation or gross fault committed by such Seller.
- Indemnity by the Purchaser: The Purchaser shall indemnify the Sellers and, to the extent named or involved in any third party action or claim, its employees, shareholders, directors, officers, representatives and related persons (collectively, the “**Sellers Indemnified Persons**”) from and against, and shall pay to the Sellers and the Sellers Indemnified Persons, on demand, the amount of any Damages suffered by the Sellers or any of the Sellers Indemnified Persons in respect of:
- (a) any inaccuracy or breach as of the date hereof or as of the Closing Date of any representation or warranty made by the Purchaser in the Agreement;
 - (b) any breach or non-fulfilment by the Purchaser of any covenant or obligation of the Purchaser contained in the Agreement; or
 - (c) any claim by any Person for brokerage or finder’s fees, commissions or similar payments based upon any agreement or understanding made or alleged to have been made by such person with the Purchaser (or any person acting on its behalf) in connection with any of the transactions contemplated in the Agreement; and
 - (d) any fraud, fraudulent or wilful misconduct, intentional misrepresentation or gross fault committed by the Purchaser.
- Limitation on liability: Notwithstanding the foregoing indemnities,
- (a) under no circumstances will any party be liable for any consequential, indirect, special, punitive or incidental loss, liability, claim, damage, expense, fine or penalty of any nature or interest;

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- (b) subject to (e) below, the Sellers shall have no liability pursuant to paragraph (a) of “Indemnity by the Sellers” above and no Damages may be recovered from the Sellers with respect thereto unless and until such claims of the Purchaser, each Corporation and any Purchaser Indemnified Person exceed in the aggregate, CAD\$1,000,000;
- (c) subject to (e) below, the liability of the Sellers in respect of claims of the Purchaser, any Corporation and any Purchaser Indemnified Person for Damages:
 - (i) for inaccuracy or breach of representations and warranties of the Target pursuant to paragraph (a) of “Indemnity by the Seller” above (other than the Target’s core representations) shall not exceed, in the aggregate, CAD\$31,800,000 (and, the liability of each Seller, therefor shall not exceed an amount equal to CAD\$31,800,000 multiplied by the amount of the Pro Rata Share of the Consideration paid to such Seller); or
 - (ii) for any breach or non-fulfilment of any covenant or obligation of the Target pursuant to paragraph (b) of “Indemnity by the Sellers” above shall not exceed, for each Seller, the amount of the Pro Rata Share of the Consideration paid to such Seller;
 - (iii) for claims for Damages pursuant to paragraph (c) and paragraph (f) of “Indemnity by the Sellers” shall not exceed, in the aggregate, CAD\$31,800,000 (and the liability of each Seller therefor shall not exceed an amount equal to CAD\$31,800,000 multiplied by the amount of the Pro Rata Share of the Consideration paid to such Seller);
- (d) the liability of a Seller in respect of claims of the Purchaser, any Corporation and any Purchaser Indemnified Person for Damages:
 - (i) for inaccuracy or breach of representations and warranties of such Seller (other than the Sellers’ core representations of such Seller) pursuant to “Indemnity by each Seller” shall not exceed, in the aggregate, an amount equal to CAD\$31,800,000 multiplied by the amount of the Pro Rata Share of the Consideration paid to such Seller;

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- (ii) for any breach or non-fulfilment of any covenant or obligation of such Seller pursuant to “Indemnity by each Seller” shall not exceed the amount of the Pro Rata Share of the Consideration paid to such Seller; or
 - (iii) for inaccuracy or breach of the Sellers’ core representations of such Seller or with respect to any claim involving fraud, fraudulent or willful misconduct, or gross fault of such Seller in connection with any of the representations and warranties of such Seller under the Agreement shall not exceed the amount of the Pro Rata Share of the Consideration paid to such Seller and shall not be subject to the threshold amount set forth in (b) above;
- (e) the liability of each Seller to indemnify the Purchaser, the Corporations or any Purchaser Indemnified Person” for Damages:
- (i) under paragraph (a) of “Indemnity by the Sellers” above with respect to the Target’s core representations;
 - (ii) under paragraph (d) and paragraph (f) of “Indemnity by the Sellers”; or
 - (iii) with respect to any claim involving fraud, fraudulent or willful misconduct, or gross fault of the Target in connection with any of the representations and warranties of the Target under the Agreement;

shall not be subject to the threshold amount set forth in (b) above and shall not exceed, taking into account all claims for Damages against the Sellers under the Agreement, the amount of the Pro Rata Share of the Consideration paid to such Seller;

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- (f) claims for indemnification (i) pursuant to paragraph (a) of “Indemnity by the Sellers” above (other than claims with respect to the Target’s core representations, and claims based on fraud, fraudulent or wilful misconduct, intentional misrepresentation or gross fault of the Target) and (ii) pursuant to “Indemnity by each Seller” for breach or inaccuracy of representations and warranties (other than claims with respect to the Sellers’ core representations of a Seller and claims based on fraud, fraudulent or wilful misconduct, intentional misrepresentation or gross fault of a Seller) shall, in each case, be payable solely out of the Indemnity Escrow Account pursuant to the terms of the Escrow Agreement;
- (g) claims for indemnification (A) pursuant to paragraph (a) of “Indemnity by the Sellers” above with respect to the Target’s core representations, (B) pursuant to “Indemnity by each Seller” with respect to the Sellers’ core representations, (C) pursuant to paragraphs (b), (c), (d) and (e) of “Indemnity by the Sellers” above and (D) claims for indemnification pursuant to paragraph (a) of “Indemnity by the Sellers” and “Indemnity by each Seller” above, as the case may be, based on breach or non-fulfilment of any covenant or obligation or based on fraud, fraudulent or wilful misconduct, intentional misrepresentation or gross fault of the Target or of a Seller, as the case may be, shall in each case be paid first out of the Indemnity Escrow Account pursuant to the terms of the Escrow Agreement and, to the extent the Indemnity Escrow Account is insufficient for such purposes, shall be paid by the Seller or the Sellers required to indemnify pursuant to the Agreement directly in accordance with their respective Pro Rata Shares; and
- (h) if Closing occurs and the Purchaser makes a claim against the Sellers for Damages, then the Sellers will not be entitled to, and waive any right to, make any claim against any of the Corporations in respect of any such Damages by contribution, warranty or otherwise, or require that the applicable Corporation be a party to the principal claim.

Any amounts payable under the indemnities shall be deemed to be adjustments to the Consideration.

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The thresholds of CAD\$1,000,000 for indemnity by the Sellers and of CAD\$31,800,000 for the liability of a Seller were determined after arm's length negotiation among the parties to the Agreement, taking into account all factors and terms of the Agreement as a whole and are in line with the market standard common in merger and acquisition deals in Canada based on the advice from Canadian counsel and the experience of the management in the Canadian market.

Assignments:

The Agreement will be binding upon and enure to the benefit of such parties and their respective successors and permitted assigns. Each of the Purchaser, Mr. Veilleux and 9109 may, upon giving prior written notice to the Sellers or the Purchaser (as applicable) at any time, assign its rights and obligations under the Agreement to an affiliate subject to certain conditions.

Termination:

The Agreement may be terminated at any time on or prior to the Closing Date:

- (a) by either the Purchaser or the Seller's Representative if any of the conditions to Closing in favour of the Purchaser or the Sellers, as applicable, have not been satisfied in full on or before the Outside Date (or it becomes reasonably apparent that any of such conditions cannot be fulfilled or performed before such date) and the other party has not waived such conditions; provided that the other party shall not be entitled to so terminate the Agreement if the failure or impossibility of fulfilment of such condition results from a breach by the other party of its obligations under the Agreement;
- (b) by the Purchaser if there has been a violation or breach by the Target or the Sellers of any covenant, representation and warranty or other agreement contained in the Agreement such that any conditions to Closing would be incapable of being satisfied by the Closing Date, and such violation or breach is not waived by the Purchaser or, if curable, cured by the Target or the Sellers, as the case may be, within 10 days following notice of breach by the Purchaser;

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- (c) by the Sellers' Representative, if there has been a violation or breach by the Purchaser of any covenant, representation and warranty or other agreement contained in the Agreement such that any condition precedent of the Closing would be incapable of being satisfied by the Closing Date, and such violation or breach is not waived by the Sellers' Representative or, if curable, cured by the Purchaser within 10 days following notice of breach by the Sellers' Representative;
- (d) by the Company, with respect to itself only, upon written notice to the Purchaser given on or before the 50th day after the Company Execution Date (failing which notice the Company shall be irrevocably deemed to have waived the condition specified in paragraph (j) of "Conditions precedent" above if the condition specified in paragraph (j) of "Conditions precedent" above has not been satisfied in full by the 45th day following the Company Execution Date (or it becomes reasonably apparent that such condition cannot be fulfilled or performed by such date), and the Company has not waived such condition; provided that the Company shall not be entitled to so terminate the Agreement if the failure or impossibility of fulfilment of the condition set forth at paragraph (j) of "Conditions precedent" above results from a breach by the Company of its obligations under the Agreement or a breach by Tongfang, Resuccess and Dragon Point Limited of their respective obligations under the Voting Undertakings;
- (e) by written agreement of all parties to the Agreement; or
- (f) by the Purchaser upon written notice to the Sellers' Representative, in the event of a material adverse effect, or in the event of a termination by the Company pursuant to (d) above.

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EFFECTS OF THE AGREEMENT

The completion of the Agreement is subject to the shareholders' approval at the EGM. Upon completion of the Agreement, the Company will cease to have any interests in the Target and the Target will cease to be a subsidiary of the Group.

The financial effects on assets and liabilities of the Group upon completion of the Agreement are expected to be:

- (a) an increase of total assets of approximately USD47 million, which is due to the increase from total cash consideration before adjustment receivable by the Company of approximately USD117 million (equivalent to CAD\$136 million, assuming all outstanding share options of the Target are exercised in full), and the decrease of approximately USD70 million representing derecognition of the total assets of the Target of approximately USD62 million and goodwill related to the acquisition of the Target during 2008 of approximately USD8 million; and
- (b) a decrease of total liabilities of approximately USD51 million due to derecognition of the liabilities of the Target.

It is expected that the Group will record a profit before tax of approximately CAD\$122 million (based on the 43.98% of shareholding in the Target held by the Company as at the date of the Agreement) or approximately CAD\$118 million (based on the 42.80% of shareholding in the Target as of Closing in the event that all outstanding share options of the Target are exercised in full) from the Disposal, which is calculated with reference to the difference between the consideration before any adjustments to be received by the Company and the Group's share of the net assets in the Target. The actual gain as a result of the Disposal to be recorded by the Group is subject to audit, the Company's shareholding percentage in the Target as of Closing and any further adjustments on consideration, and will be assessed after completion of the Disposal.

REASONS FOR AND BENEFITS OF THE AGREEMENT

The Target is principally engaged in the product design, manufacturing, sales and marketing business of integrated building automation systems. After the acquisition of the Target in 2008, the Group has carried out the strategic planning and alignment of its business, which has led to the Target's continuous and steady growth in recent years. Thus, the value of the Target has grown quickly and greatly since it was acquired by the Group. However, the proportion of the profit contributed by the Target to the total profit of the Group has been at a steady but decreasing rate in recent years from approximately 24.1% of the Group's net profit in 2013 to approximately 18.6% of the Group's net profit in 2014 mainly due to the rapid development of the Chinese market. The Board believes that the Disposal, which fully reflects the value of the Target in terms of the favourable consideration and earnings multiples, represents a good opportunity for the Company to realize a gain. It is also in favor of the Group to strategically focus on and reallocate its internal resources for its long term development. Subsequent to the Disposal, the Group would still maintain a strategic cooperative relationship with the Target and continue to transact and cooperate in overseas business.

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The traditional building automation business currently steps into a mature stage around the globe. The energy saving and environmental protection industry, on the other hand, is an emerging industry with a vast room of development and growth potential. The Chinese government has put efforts on implementing energy efficiency enhancement plans in recent years. It formulated and issued various policies and regulations to implement energy saving priority strategy. The Board believes that energy saving industry in China will be benefited from the favourable policies. Through the Disposal, the Group should seize this great opportunity to integrate resources and concentrate more on the Chinese market, in addition to facilitate the rapid development of the Group's core business in the field of urban integrated energy saving and seek out acquisition opportunities with growth potential in order to enable its higher profits and faster growth in the future.

The proceeds from the Disposal will be used for the Group's business expansion, including but not limited to strategic mergers and acquisitions, which would expand the business scale and broaden the presence of the Group, expanding the sales teams and improving the market coverage, strengthening the research and development capabilities to provide more energy saving products and solutions to customers, and as the general working capital for the Group's business operations. As at the Latest Practicable Date, the Company has not identified nor negotiated for any strategic mergers and acquisitions.

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

INFORMATION ABOUT THE TARGET

The Target 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 2013 and 2014, the unaudited net profits of the Target were as follows:

For the year ended 31 December 2013

Net profits (before tax): CAD\$8,190,000

Net profits (after tax): CAD\$5,693,000

For the year ended 31 December 2014

Net profits (before tax): CAD\$11,111,000

Net profits (after tax): CAD\$7,437,000

The unaudited total assets, total liabilities and total net assets of the Target were approximately CAD\$71,617,000, CAD\$59,487,000 and CAD\$12,130,000, respectively, as of 31 December 2014.

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The following table sets out the results of Distech Controls and its subsidiaries for the two years ended 31 December 2013 and 2014 as extracted from its 2014 unaudited consolidated financial statements:

	2013 <i>CAD\$'000</i>	2014 <i>CAD\$'000</i>
Revenue	54,952	71,491
Cost of sales	(26,021)	(34,413)
Gross margin	28,931	37,078
Other revenue	154	229
Other net gain/(loss)	64	(196)
Operating expenses:		
– Selling and distribution costs	(8,060)	(10,360)
– Administrative and other operating expenses	(9,142)	(10,716)
– Research and development expenses	(2,711)	(3,347)
Finance costs	(1,046)	(1,577)
Profit before non-controlling interest and income taxes	8,190	11,111
Non-controlling interest	49	(11)
Income taxes	(2,546)	(3,663)
Net profit	5,693	7,437

Distech Controls, together with its subsidiaries, recorded nearly a 30% increase in turnover in 2014 as compared to 2013. Gross profit margin slightly decreased from approximately 52.6% in 2013 to approximately 51.9% in 2014. The increase in turnover was mainly attributable to the effort on expanding sales network and focusing on customers with significant number of branches or chain stores. The slightly decrease of gross profit margin was mainly due to the relatively lower gross profit margin of the newly expanded business during 2014. Net profit recorded a significant increase from approximately CAD\$5.7 million in 2013 to approximately CAD\$7.4 million in 2014, and the net profit attributable to the interest of the Company in Distech Controls contributes to approximately 24.1% and 18.6% of the Group's net profit in 2013 and 2014, respectively. The EBITDA of Distech Controls Group for 2014 amounted to approximately CAD\$16.4 million.

INFORMATION ABOUT THE PURCHASER AND THE PURCHASER'S PARENT

Acuity Brands, Inc. is the parent company of the Purchaser, the Purchaser's Parent and other subsidiaries (collectively "Acuity"). Acuity is a company listed on the New York Stock Exchange and one of the world's leading providers of lighting solutions for commercial, institutional, industrial, infrastructure, and residential applications throughout North America and select international markets. Acuity's lighting solutions include devices such as luminaires, lighting controls, lighting components, power

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supplies, prismatic skylights, light-emitting diode lamps, and integrated lighting systems for indoor and outdoor applications utilizing a combination of light sources, including daylight, and other devices controlled by software that monitors and manages light levels while optimizing energy consumption.

INFORMATION ABOUT OTHER SELLERS

(a) Information about Mr. Veilleux

Mr. Veilleux is a director and chief executive officer of the Target.

(b) Information about 9109

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 Latest Practicable Date.

(c) 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 2013, it held CAD\$200.1 billion in net assets. CDPQ invests in major financial markets, private equity and real estate.

(d) Information about EnerTech

EnerTech is a private investment firm focused on innovation in the energy and power industries. It has managed approximately CAD\$500 million and has delivered over 30 exits (December 2014). EnerTech is currently investing out of its fourth fund and has offices in Philadelphia, Toronto, Montreal and Calgary and Menlo Park.

(e) 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 7,200 Canadian companies and their global customers in up to 200 markets worldwide each year.

(f) Information about Fonds

Fonds is a development capital investment fund with net assets of CAD\$10.48 billion as at 30 November 2014. It is a partner, either directly or through its network members, of 2,467 companies and has 613,958 owner-shareholders.

(g) 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

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with Investissements W2 Inc. in businesses located in the Province of Quebec acting in information technologies, communications, digital technologies and environmental technologies.

(h) Information about W2

W2 is a Canadian investment firm targeting technology and media related profitable companies with a proven track record and strong potential for growth.

(i) 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 THE GROUP

The Group are principally engaged in the design, manufacturing and distribution of integrated building automation and energy management systems. In addition, the Group provides products and solutions for control security and fire alarm systems.

LISTING RULES IMPLICATIONS

As one or more of the applicable percentage ratio in respect of the Disposal under the Agreement is more than 25% but less than 75%, the Disposal under the Agreement constitutes a major transaction of the Company and is subject to the reporting, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

The Agreement does not provide for a maximum amount of the Consideration after the adjustment. However, based on the latest financial figures of the Target, the Consideration after the adjustment is not expected to exceed CAD\$590 million and the Consideration after the adjustment receivable by the Company is not expected to exceed CAD\$265 million (whether or not the outstanding share options of the Target will be exercised in full as of Closing). Therefore, the Disposal is not expected to be a very substantial disposal.

Should the adjustments to the Consideration constitute a material variation to the Consideration which would otherwise result in the Disposal being classified as a very substantial disposal of the Company under the Listing Rules, the Company will strictly comply with the announcement, reporting and Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Each of Mr. Veilleux, 9109, Fonds, Fonds I and Ahmed Hirani is a connected person at the subsidiary level of the Company under Rule 14A.06(9) of the Listing Rules. Pursuant to Rule 14A.101 of the Listing Rules, the transactions contemplated under the Agreement are only subject to reporting, annual review and announcement requirements and are exempt from the circular, independent financial advice and independent

LETTER FROM THE BOARD

shareholders' approval requirements. In this connection, the Board has approved the transactions contemplated under the Agreement and the independent non-executive Directors have confirmed that the terms of the transactions contemplated thereunder are fair and reasonable; the transactions are on normal commercial terms or better and in the interest of the Company and its shareholders as a whole but not in the ordinary and usual course of business of the Group.

EGM

A notice convening the EGM is set out on page 44 of this circular. The EGM will be convened for the purpose of considering and, if thought fit, passing the ordinary resolution to approve the transactions under the Agreement.

None of the Directors (including the independent non-executive Directors) has a material interest in the Agreement and has abstained from voting on the board resolutions for approving the Agreement.

Any connected persons or Shareholders with a material interest in the Agreement or the transactions as contemplated thereunder or their respective associates shall abstain from voting at the EGM. As at the Latest Practicable Date, and to the best knowledge, belief and information of the Directors having made all reasonable enquiries, Mr. Veilleux, Mr. Ahmed Hirani and certain holders of share options of the Target having a material interest in the Agreement and holding an aggregate of approximately 0.2% of the Company's issued share capital as at the Latest Practicable Date are required under the Listing Rules to abstain from voting at the EGM.

A form of proxy for use at the EGM is sent to the Shareholders together with this circular. Whether or not the Shareholders are able to attend the EGM, the Shareholders are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time for holding of the EGM or adjournment thereof. Completion and return of the form of proxy will not preclude the Shareholders from attending and voting at the EGM or any adjourned meeting thereof should the Shareholders so wish.

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of the Shareholders at the EGM must be taken by poll.

VOTING UNDERTAKINGS

Tongfang, Resuccess and Dragon Point Limited, which were the independent registered shareholders holding an aggregate of approximately 43.1% of the issued share capital of the Company as at the Latest Practicable Date, have given the Voting Undertakings to the Company and the Purchaser to vote in favour of the resolution to be proposed to the Shareholders at the EGM to approve the Disposal.

LETTER FROM THE BOARD

RECOMMENDATION

The Directors consider that the transactions under the Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Shareholders to vote in favour of the relevant resolution to be proposed at the EGM.

By order of the Board
Technovator International Limited
Lu Zhicheng
Chairman

1. INDEBTEDNESS STATEMENTS

As at 31 May 2015, being the latest practicable date for the purpose of this indebtedness statement prior to the printing of this circular:

(i) Debt Securities

The Group did not have any debt securities issued and outstanding, or authorised or otherwise created but unissued or any term loans.

(ii) Borrowings and Finance lease

(a) Borrowings

The Group had no other borrowings or indebtedness in the nature borrowing other than below:

	<i>USD'000</i>
Banking overdraft	67
Loans	
– Secured	20,110
– Guaranteed	15,797
– Unsecured and unguaranteed	31,073
Other Borrowings	
– Unsecured	<u>26,652</u>
Total	<u><u>93,699</u></u>

(b) Obligations under finance lease

The Group had obligation under finance lease amount to approximately USD92,000.

(iii) Mortgages and charges

The Group had no mortgages or charges other than those created pursuant to the secured banking facilities amounting to approximately USD22,863,000, under which the following assets (with an aggregate carrying value shown below) are charged or pledged:

	<i>USD'000</i>
Property, plant and equipment	1,034
Investment in a subsidiary	9,296
Land & building	4,715
Inventories	2,961
Trade debtors and bills receivable	12,643

(iv) Contingent liabilities

The Group did not have any contingent liabilities or guarantees.

(v) Preference shares

As at 31 May 2015, the Group had redeemable preference shares issued by Distech Controls in the principal amount of approximately USD38.7 million with carrying value of approximately USD33.6 million. The redeemable preference shares were issued in 2013 with the right to be converted into 14,452,105 common shares of Distech Controls. The redeemable preference shares are redeemable at the option of the holder, if the shares of Distech Controls are not listed on a stock exchange pursuant to the subscription agreement within 5 years. All such redeemable preference shares are agreed to be sold by the relevant Seller to the Purchaser under the Agreement.

2. FINANCIAL AND TRADING PROSPECTS OF THE GROUP

Following the world's continuous growth of demand on energy saving and reduction of emission, as well as the strong facilitation of the energy saving and environmental protection industry by various nations, the PRC government's focus on implementing energy efficiency enhancement plans and insistence on the strategic priority of energy saving will bring an unprecedented historic opportunity for the energy saving industry in PRC. In the future, the energy saving market in PRC will focus on industrial, construction and transportation areas. Technovator will seize this opportunity and fully capitalize on the strengths of its technologies, brand and resources. It will continue to invest in research and development and keep on innovating technology and application platform, while integrating resources and maintaining a steady and fast pace of development through strategic acquisition and cooperation to accelerate the expansion of urban energy saving business sector.

3. WORKING CAPITAL

Taking into account the expected completion of the transactions contemplated under the Agreement and the financial resources available to the Group, including the internally generated funds and the available banking facilities, the directors of the Company are of the opinion that the Group has sufficient working capital for its present requirements, that is for at least the next 12 months from the date of this circular.

1. RESPONSIBILITY STATEMENT

This document, for which the Directors of the Company collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this document is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this document misleading.

2. DISCLOSURE OF INTERESTS

Directors' and Chief Executive's Interests and Short Positions in Shares, Underlying Shares and Debentures

As at the Latest Practicable Date, the Directors and the chief executive of the Company and their respective associates had the following interests or short positions in the shares, underlying shares and debentures of the Company and its associated corporations (within the meaning of Part XV of the SFO) which have been notified to the Company and the Stock Exchange pursuant to Division 7 and 8 of Part XV of the SFO, including interests and short positions which the Directors and the chief executive of the Company are taken and deemed to have under such provisions of the SFO, or which are required to be and are recorded in the register required to be kept under Section 352 of the SFO or as otherwise notified to the Company and the Stock Exchange pursuant to the Model Code:

Long positions in the Company

Name of Director	Capacity/ Nature of interest	Number of Shares interested	Approximate percentage of interest in the issued share capital of the Company ⁽³⁾
Mr. Seah Han Leong	Interest in a controlled corporation ⁽¹⁾	8,000,000	1.03%
	Beneficial owner	10,120,000	1.31%
	Beneficial owner	5,800,000 ⁽²⁾	0.75%
Mr. Lu Zhicheng	Beneficial owner	8,800,000 ⁽²⁾	1.14%

Name of Director	Capacity/ Nature of interest	Number of Shares interested	Approximate percentage of interest in the issued share capital of the Company ⁽³⁾
Mr. Zhao Xiaobo	Beneficial owner	5,120,000	0.66%
	Beneficial owner	5,800,000 ⁽²⁾	0.75%
Mr. Leung Lok Wai	Beneficial owner	3,600,000 ⁽²⁾	0.47%
Mr. Ng Koon Siong	Beneficial owner	1,000,000 ⁽²⁾	0.13%
Mr. Liu Tianmin	Beneficial owner	500,000 ⁽²⁾	0.06%
Mr. Fan Ren Da Anthony	Beneficial owner	500,000 ⁽²⁾	0.06%
Mr. Chia Yew Boon	Beneficial owner	500,000 ⁽²⁾	0.06%
Ms. Chen Hua	Beneficial owner	500,000 ⁽²⁾	0.06%

Notes:

- (1) Mr. Seah Han Leong is the sole shareholder of M2M Holdings Ltd and hence is deemed to be interested in all the Shares held by M2M Holdings Ltd.
- (2) Shares subject to options under the Share Option Scheme.
- (3) The percentage of interest in the issued share capital of the Company is calculated based on the number of issued Shares without taking into account Shares which may be allotted and issued to all grantees upon their after full exercise of the options under the Share Option Scheme.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors or the chief executive of the Company had or was deemed to have any interests or short position in the shares, underlying shares or debentures of the Company and its associated corporations (within the meaning of Part XV of the SFO), which had been recorded in the register maintained by the Company pursuant to section 352 of the SFO or which had been notified to the Company and the Stock Exchange pursuant to the Model Code.

At no time was the Company, its holding company, or any of its subsidiaries a party to any arrangements to enable the Directors and the chief executive of the Company (including their spouse and children under 18 years of age) to hold any interest or short positions in the shares, underlying shares or debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO).

Substantial Shareholders' Interests and Short Positions in Shares and Underlying Shares

So far as is known to any Director or chief executive of the Company, as at the Latest Practicable Date, the persons or corporations (other than Director or chief executive of the Company) who had interest or short positions in the shares and underlying shares of the Company which were required to be disclosed to the Company under the provisions of Division 2 and 3 of Part XV of the SFO, or which were recorded in the register required to be kept under section 336 of the SFO were as follows:

Name of Shareholders	Capacity/Nature of interest	Number of Shares interested	Approximate percentage of interest in the issued share capital of the Company
Tsinghua Tongfang Co., Ltd (同方股份有限公司)	Beneficial owner	92,000,000	11.88%
	Interest in a controlled corporation ⁽¹⁾	176,148,142	22.75%
Resuccess Investments Limited	Beneficial owner	176,148,142	22.75%
Dragon Point Limited	Beneficial owner	65,436,320	8.45%
Zana China Fund L.P	Interest in a controlled corporation ⁽²⁾	65,436,320	8.45%
Diamond Standard Ltd	Beneficial owner	36,000,000	4.65%
Sun Lu	Beneficial owner	2,928,000	0.38%
	Interest in a controlled corporation ⁽³⁾	36,000,000	4.65%

Notes:

- (1) Tsinghua Tongfang Co., Ltd (同方股份有限公司) is the sole shareholder of Resuccess Investments Limited and hence is deemed to be interested in all the Shares held by Resuccess Investments Limited.
- (2) Zana China Fund L.P. is the sole shareholder of Dragon Point Limited and hence is deemed to be interested in all the Shares held by Dragon Point Limited.
- (3) Sun Lu owns one-third of the issued share capital of Diamond Standard Ltd and hence is deemed to be interested in all the Shares held by Diamond Standard Ltd.

Save as disclosed above, as at the Latest Practicable Date, the Directors and the chief executive of the Company are not aware of any other person or corporation having an interest or short position in the shares and underlying shares of the Company which would require to be disclosed to the Company under the provisions of Division 2 and 3 of Part XV of the SFO, or which were recorded in the register required to be kept by the Company pursuant to Section 336 of the SFO.

3. FURTHER INFORMATION CONCERNING DIRECTORS

(a) Directors' service contracts

As at the Latest Practicable Date, none of the Directors had entered, or was proposing to enter, into any service contract with any member of the Group (excluding contracts expiring or determinable by such member of the Group within one year without payment of compensation (other than statutory compensation)).

(b) Directors' interest in competing business

As at the Latest Practicable Date, none of the Directors or their respective associate is or was interested in any business apart from the Group's business, that competes or competed or is or was likely to compete, either directly or indirectly, with the Group's business.

(c) Directors interests in assets

None of the Directors had any direct or indirect interest in any assets which had been acquired or disposed of or leased to any member of the Group or proposed to be so acquired, disposed of or leased since 31 December 2014, being the date to which the latest published audited accounts of the Company were made up, and up to the Latest Practicable Date.

(d) Directors interests in contracts

As at the Latest Practicable Date, there is no other contract or arrangement subsisting at the Latest Practicable Date in which any of the Directors is materially interested and which is significant in relation to the business of the Group.

4. MATERIAL CONTRACTS

The following contracts (not being contracts entered into in the ordinary course of business) were entered into by the Group within the two years preceding the Latest Practicable Date and are or may be material:

- (1) sale and purchase agreement dated 17 April 2014 entered into between the Company and Resuccess and Valueworth Ventures Limited in relation to the sale and purchase of 75% and 25% of the equity interest in Tongfang Energy Saving Engineering Technology Co., Ltd. at a consideration of RMB285 million (equivalent to approximately HK\$358.8 million) and RMB95 million

(equivalent to approximately HK\$119.6 million, respectively, details of which are set forth in the announcement dated 30 April 2014 and the circular dated 24 June 2014 issued by the Company;

- (2) an indication of interest dated 5 February 2015 entered into between Distech Controls and Acuity in relation to, among other things, break-up fee, public disclosure and exclusive period for the sale of all shares of Distech Controls, details of which are set forth in the announcements dated 9, 12 and 30 March 2015, 2 April 2015 and 30 June 2015 issued by the Company and this circular;
- (3) the Agreement;
- (4) a placing and subscription agreement dated 28 April 2015 entered into between Resuccess Investments Limited (“Resuccess”), the Company and Shenyn Wanguo Securities (H.K.) Limited (as placing agent) in relation to placing and subscription of up to 128,994,000 Shares held by Resuccess at HK\$5.95 per Share; and
- (5) the Letter Agreement.

5. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial position or trading prospects of the Company since 31 December 2014, the date to which the latest audited financial statements of the Company were made up.

6. LITIGATION

As at the Latest Practicable Date, neither the Company nor any member of the Group was engaged in any litigation or arbitration of material importance and no litigation or claim of material importance was known to the Directors to be pending or threatened by or against the Company or any member of the Group.

7. GENERAL

- (a) The registered office, the headquarters and principal place of business in Singapore of the Company is at 66 Tannery Lane, #04-10/10A, Sindo Industrial Building, Singapore 347805.
- (b) The principal place of business of the Company in Hong Kong is at Unit 806–810, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong.
- (c) The Company’s Hong Kong branch share registrar and transfer office is Tricor Investor Services Limited, which is situated at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong.

- (d) The joint company secretaries of the Company are Mr. Leung Lok Wai who is a member of Hong Kong Society of Accountants, and Ms. Tan Siew Hua who is a member of The Singapore Association of the Institute of Chartered Secretaries & Administrators.
- (e) The English text of this circular and the accompanying form of proxy shall prevail over their respective Chinese text for the purpose of interpretation.

8. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the below documents will be available for inspection during normal business hours at Unit 806–810, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong from the date of this circular up to and including the EGM date:

- (a) the Memorandum and the Articles of Association;
- (b) the material contracts referred in the paragraph headed “Material contracts” in this appendix;
- (c) the annual report of the Company for the two years ended 31 December 2014; and
- (d) this circular.

NOTICE OF EXTRAORDINARY GENERAL MEETING



TECHNOVATOR INTERNATIONAL LIMITED

同方泰德國際科技有限公司*

(incorporated in Singapore with limited liability)

(Stock Code: 1206)

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the “**Meeting**”) of Technovator International Limited (the “**Company**”) will be held on Thursday, 30 July 2015 at 10 a.m. at Unit 806-810, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong, for the purpose of considering and, if thought fit, to pass with or without amendments as an ordinary business the following ordinary resolution:

ORDINARY RESOLUTION

“**THAT** the Agreement (as defined in the circular of the Company dated 14 July 2015) and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified.”

By order of the Board
Technovator International Limited
Lu Zhicheng
Chairman

Hong Kong, 14 July 2015

Principal place of business in Hong Kong:
Unit 806–810, Bank of America Tower,
12 Harcourt Road,
Central, Hong Kong

Registered Office:
66 Tannery Lane
#04-10/10A
Sindo Industrial Building
Singapore 347805

As at the date of this notice of the Meeting, 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, Mr. Fan Xin, 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.

* For identification purpose only