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## **TECHCOMP (HOLDINGS) LIMITED**

**天美(控股)有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Hong Kong Stock Code: 1298)**

**(Singapore Stock Code: T43)**

### **NOTICE OF SPECIAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a special general meeting (the “**SGM**”) of Techcomp (Holdings) Limited (the “**Company**”) will be held at Conference Room (A3), Admiralty Conference Centre, 1804, 18/F, Tower 1, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong and via video conference at Pinnacle Suite, Wangz Business Centre, The Penthouse, 7 Temasek Boulevard, #44-01 Suntec Tower One, Singapore 038987 at 2:30 p.m. on Tuesday, 17 July 2018 and at any adjournment thereof for the purposes:

#### **ORDINARY RESOLUTIONS**

To consider and, if thought fit, pass the following resolutions as ordinary resolutions of the Company with or without modifications:

1. **“THAT:**

- (a) the terms of the subscription agreement dated 18 April 2018 (as supplemented and amended by a supplemental subscription agreement dated 22 June 2018 (the “**Supplemental CB Subscription Agreement**”)) (collectively the “**CB Subscription Agreement**”) entered into between the Company as issuer, Baodi International Investment Company Limited (the “**Offeror**”) as the subscriber and Yunnan Energy Investment (HK) Co. Limited as guarantor (the “**Guarantor**”) in relation to the subscription of convertible bonds (the “**Convertible Bonds**”) for a maximum aggregate amount of US\$32,482,307 to be issued by the Company (details relating to the CB Subscription Agreement are set out in the circular of the Company dated 29 June 2018 (the “**Circular**”) and a copy of each of the CB Subscription Agreement and the Supplemental CB Subscription Agreement marked “**A**” has been produced to the SGM and initialled by the chairman of the SGM for the purpose of identification), be and are hereby ratified, confirmed and approved;

- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited approving the listing of, and granting permission to deal in the Conversion Shares (as defined below) to be allotted and issued upon the conversion of the Convertible Bonds, the directors of the Company (“**Director(s)**”) be and are hereby granted a specific mandate to exercise powers of the Company to allot and issue a maximum of 77,551,169 ordinary shares (“**Conversion Shares**”) in the share capital of the Company (“**Shares**”) as may be required to be allotted and issued upon exercise of the conversion rights attaching to the Convertible Bonds at an initial conversion price of US\$0.41885 per Conversion Shares (subject to adjustment pursuant to the terms and conditions of the Convertible Bonds), on and subject to the terms and conditions of the Convertible Bonds;
- (c) all transactions contemplated under the CB Subscription Agreement and in connection with the issue and allotment of the Conversion Shares and the issue of the Convertible Bonds (collectively referred to as the “**Transactions**”) be and are hereby approved; and
- (d) any one or more Directors be and are hereby authorised to do all such acts and things, to sign and execute (under hand or as a deed, and where required, to affix the common seal of the Company in accordance with the bye-laws of the Company) all such documents and to take such steps as they consider necessary, desirable or expedient in connection with the CB Subscription Agreement, the issue of the Convertible Bonds, the allotment and issue of the Conversion Shares upon conversion of the Convertible Bonds and/or to give effect to the terms of, or the Transactions contemplated under the CB Subscription Agreement.”

2. “**THAT:**

- (a) conditional upon the completion of the Group Reorganisation (as defined in the Circular), a dividend of Distribution Amount (as defined below) per Share (the “**Dividend**”) be declared and paid to the holders of Shares (the “**Shareholders**”) whose names appear on the register of members of the Company as at the close of business of a record date (the “**Record Date**”) to be determined by the Directors, which shall be a date falling after the SGM but before the Sale and Purchase Completion Date (as defined in the Circular) and the CB Subscription Completion Date (as defined in the Circular), and such Dividend shall be satisfied wholly by the distribution of all issued shares of par value US\$0.001 each (the “**Privateco Shares**”) in the authorised shares of Techcomp Instrument Limited (“**Privateco**”) on a one-for-one basis (i.e. one Privateco Share for one Share) (“**Distribution in Specie**”) except for the Excluded Overseas Shareholders (as defined below) which shall be paid the Dividend in cash; and

- (b) any one or more Directors be and are hereby authorised to do all such acts and things, to sign and execute (under hand or as a deed, and where required, to affix the common seal of the Company in accordance with the bye-laws of the Company) all documents on behalf of the Company, and to take such steps as they consider necessary, desirable or expedient to give effect to or in connection with the foregoing in respect of the Distribution In Specie and/or the transactions contemplated thereunder.

“**Excluded Overseas Shareholders**” means the Shareholders (except that where the holder of Shares is The Central Depository (Pte) Limited of Singapore (“**CDP**”), the term “Shareholders” shall, in relation to such Shares, be deemed to be the person named as a Depositor (as defined in the Securities and Futures Act Chapter 289 of Singapore (the “**SFA**”)) in the Depository Register (as defined in the SFA) and whose Securities Account (as defined in the SFA) is credited with Shares) whose respective addresses are in any particular territory or territories (outside Hong Kong or Singapore (as the case may be)) being a territory or territories where, in the absence of a registration statement or other special formalities, the Distribution in Specie would or might, in the opinion of the Directors, be unlawful or impracticable.

“**Distribution Amount**” means the consolidated net asset value of the Privateco Group (as defined in the Circular) as determined by the Directors divided by the total number of the Privateco Shares (as defined in the Circular) in issue as at the close of business on the Record Date.”

\* See Explanatory Note below.

3. **“THAT:**

- (a) the supply framework agreement to be entered into between the Privateco and the Company (the “**Supply Framework Agreement**”, a copy of which marked “**B**” has been produced to the SGM and initialled by the chairman of the SGM for the purpose of identification) in respect of the supply of various analytical instruments, life science equipment and laboratory instruments under the Privateco Group’s own brands by the Privateco Group to the Remaining Group (as defined in the Circular) for a term commencing from the second Business Day after the satisfaction of the conditions as set out in the Circular and expire on the second anniversary of the last day of the calendar month in which the Sale and Purchase Completion took place (both days inclusive) with a maximum value of the orders for the period concerned under the Framework Purchase Agreement not exceeding HK\$180 million, and the transactions contemplated thereunder, be and are hereby approved; and

- (b) any one or more Directors be and are hereby authorised to do all such acts and things, to sign and execute (under hand or as a deed, and where required, to affix the common seal of the Company in accordance with the bye-laws of the Company) all such documents and to take such steps as they consider necessary, desirable or expedient to give effect to or in connection with the Supply Framework Agreement (including but not limited to entering into any supplemental or variation agreement thereto) and the transactions contemplated thereunder.”

4. **“THAT:**

- (a) the service agreement to be entered into between Techcomp Scientific Limited and Mr. Lo Yat Keung (the **“Mr. Lo’s Service Agreement”**, a copy of which marked **“C”** has been produced to the SGM and initialled by the chairman of the SGM for the purpose of identification), pursuant to which Mr. Lo will be appointed as consultant of Techcomp Scientific Limited, which will wholly own the Remaining Subsidiaries (as defined in the Circular) upon completion of the Group Reorganisation (as defined in the Circular) which will be effective upon the satisfaction of the conditions as set out in the Circular and expire on the second anniversary of the last day of the calendar month in which the Sale and Purchase Completion took place (both days inclusive) with an annual salary of HK\$2,400,000, and the transactions contemplated thereunder, be and are hereby approved; and
- (b) any one or more Directors be and are hereby authorised to do all such acts and things, to sign and execute (under hand or as a deed, and where required, to affix the common seal of the Company in accordance with the bye-laws of the Company) all such documents and to take such steps as they consider necessary, desirable or expedient to give effect to or in connection with the Mr. Lo’s Service Agreement (including but not limited to entering into any supplemental or variation agreement thereto) and the transactions contemplated thereunder.”

5. **“THAT:**

- (a) the service agreement to be entered into between Techcomp Scientific Limited and Mr. Chan Wai Shing (the **“Mr. Chan’s Service Agreement”**, a copy of which marked **“D”** has been produced to the SGM and initialled by the chairman of the SGM for the purpose of identification), pursuant to which Mr. Chan will be appointed as consultant of Techcomp Scientific Limited, which will wholly own the Remaining Subsidiaries upon completion of the Group Reorganisation which will be effective upon the satisfaction of the conditions as set out in the Circular and expire on the second anniversary of the last day of the calendar month in which the Sale and Purchase Completion took place (both days inclusive) with an annual salary of HK\$960,000, and the transactions contemplated thereunder, be and are hereby approved; and

- (b) any one or more Directors be and are hereby authorised to do all such acts and things, to sign and execute (under hand or as a deed, and where required, to affix the common seal of the Company in accordance with the bye-laws of the Company) all such documents and to take such steps as they consider necessary, desirable or expedient to give effect to or in connection with the Mr. Chan's Service Agreement (including but not limited to entering into any supplemental or variation agreement thereto) and the transactions contemplated thereunder."

6. "THAT:

- (a) the share option scheme of the Company adopted on 28 May 2004 (the "**2004 Share Option Scheme**"), a copy of which marked "E" has been produced to the SGM and initialled by the chairman of the SGM for the purpose of identification), be and is hereby amended by deleting the existing Rule 8.1 of the 2004 Share Option Scheme in its entirety and substituting the following therefor:

"8.1 If a variation in the issued share capital of the Company (whether by way of a capitalisation of profits or reserves or rights issue, reduction, sub-division, consolidation or distribution) shall take place or if the Company shall make a declaration of a dividend (whether interim or final and whether in cash or in specie), then:-

- (a) the Subscription Price for the Scheme Shares, the nominal amount, class and/or number of Scheme Shares comprised in an Option to the extent unexercised; and/or
- (b) the nominal amount, class and/or number of Scheme Shares over which Options may be granted under the Scheme,

shall be adjusted in such manner as the Committee may determine to be appropriate and upon the written confirmation of the Auditors or an independent financial adviser appointed by the Company (in each case, acting only as experts and not as arbitrators), except in relation to a capitalisation issue where no such confirmation shall be required, that in their opinion, such adjustment satisfies the requirements set out in the note to Rule 17.03(13) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited. The adjustment must be made in such a way that a Participant will not receive a benefit that a Shareholder does not receive."; and

- (b) any one or more Directors be and are hereby authorised to execute (under hand or as a deed, and where required, to affix the common seal of the Company in accordance with the bye-laws of the Company) all such other

documents, instruments and agreements and to do all such acts or things for and on behalf of the Company as they may consider appropriate or desirable relating to or in connection with the matters contemplated in and for giving full effect to the transactions contemplated and/or authorised by this Resolution (including the proposed amendment to the 2004 Share Option Scheme).”

7. **“THAT:**

(a) the share option scheme of the Company adopted on 9 June 2011 (the “**2011 Share Option Scheme**”), a copy of which marked “**F**” has been produced to the SGM and initialled by the chairman of the SGM for the purpose of identification), be and is hereby amended pursuant to Rule 12 of the 2011 Share Option Scheme as follows:

(i) deleting the existing Rule 10.1 of the 2011 Share Option Scheme in its entirety and substituting the following therefor:

“10.1 In the event of a capitalisation issue, rights issue, sub-division or consolidation of the Shares, subdivision or reduction of the share capital in the Company whilst any Option remains exercisable (excluding any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in respect of a transaction to which the Company is a party), or in the event of any distribution of the Company’s capital assets to its shareholders on a pro rata basis (whether in cash or in specie) other than dividend paid out of the net profits attributable to its shareholders for each financial year of the Company, such corresponding alterations (if any) shall be made to:

(A) the number of Shares subject to the Option so far as unexercised; or

(B) the Subscription Price for the Shares subject to the Option so far as unexercised; or

(C) the Shares to which the Option relates; or

(D) the method of exercise of the Option (if applicable);

or any combination thereof, as an independent financial adviser appointed by the Company or the Auditors shall certify in writing to the directors of the Company that any such alterations shall satisfy the requirements set out in the note to Rule 17.03(13) of the SEHK Listing Rules and shall give a Grantee the same

proportion of the issued share capital of the Company as that to which he was previously entitled, provided that no such alterations shall be made the effect of which would be to enable a Share to be issued at a less than nominal value and/or cause the Grantee to receive a benefit that shareholders of the Company do not receive and in no event shall adjustments be made to the advantage of a Grantee without specific prior shareholders' approval and otherwise in accordance with the SEHK Listing Rules. The capacity of the independent financial adviser or the Auditors in this clause is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final, conclusive and binding on the Company and the Grantees. The costs of the independent financial adviser or the Auditors shall be borne by the Company. Notice of such alteration(s) (if any) shall be given to the Grantees by the Company.”

- (ii) deleting the existing Rule 7.6 of the 2011 Share Option Scheme in its entirety and substituting the following therefor:

“7.6 So long as the Shares in issue are listed on the SEHK, the Company shall, as soon as practicable after the exercise of an Option apply to the SEHK and any other stock exchange(s) on which the Shares are quoted, for permission to deal in and for quotation of such Scheme Shares to be issued and allotted pursuant to the exercise of Options by a Participant on the SHEK and such other stock exchange(s), as the case may be.”

- (iii) deleting the existing Rule 12.1 of the 2011 Share Option Scheme in its entirety and substituting the following therefor:

“12.1 The terms and conditions of the Scheme may be altered in any respect, or in any way to the extent necessary to cause the Scheme to comply with any statutory provision or regulations of any regulatory or other relevant authority or body (including the SEHK or any other stock exchange on which the Shares are quoted or listed), by resolution of the Committee from time to time except that the definition of “Grantee” and “Participants”, and the provisions of the Scheme relating to matters contained in Rule 17.03 of the SEHK Listing Rules shall not be altered to extend the class of persons eligible for the grant of Options or to the advantage of Grantees or Participants except with the prior approval of the shareholders in general meeting.”

- (iv) deleting the existing Rule 12.3 of the 2011 Share Option Scheme in its entirety and substituting the following therefor:

“12.3 The amended terms of the Scheme or the Options must still comply with the relevant requirements of Chapter 17 of the SEHK Listing Rules. If required, no modification or alteration shall be made without the prior approval of the SEHK, or any other stock exchange on which the Shares are quoted or listed, and such other regulatory authorities as may be necessary.”

and the above amendments to the 2011 Share Option Scheme be and are hereby approved and adopted; and

- (b) any one or more Directors be and are hereby authorised to execute (under hand or as a deed, and where required, to affix the common seal of the Company in accordance with the bye-laws of the Company) all such other documents, instruments and agreements and to do all such acts or things for and on behalf of the Company as they may consider appropriate or desirable relating to or in connection with the matters contemplated in and for giving full effect to the amendment to the 2011 Share Option Scheme.”

By Order of the Board  
**Techcomp (Holdings) Limited**  
**Sin Sheung Nam, Gilbert**  
*Joint Company Secretary*

Hong Kong, 29 June 2018

*Explanatory Note to resolutions to be passed:*

In relation to ordinary resolution number 2 above, where the Shareholder is CDP, the term “**Shareholder**” shall be deemed to be the person named as a Depositor in the Depository Register and whose Securities Account is credited with Shares, and in the case of such Shareholders (other than Non-Qualifying Shareholders (as defined in the Circular)) whose names appear on the Depository Register maintained by CDP as at 5:00 p.m. on the Record Date (as defined in the Circular), CDP will direct the Company to transfer the Privateco Shares directly to such Depositors.

*Notes:*

1. A form of proxy for use at the meeting is enclosed herewith.
2. Any member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him/her. A proxy need not be a member of the Company. The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or, if the appointer is a corporation, either under its seal or under the hand of any officer, attorney or other person authorised to sign the same.



3. In order to be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, must be lodged at the office of the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong (for shareholders in Hong Kong), or the Company's share transfer agent in Singapore, M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902 (for shareholders in Singapore) as soon as possible and in any event not less than forty-eight (48) hours before the time appointed for holding the meeting or any adjourned meeting thereof (as the case may be).
4. Completion and return of the form of proxy will not preclude members from attending and voting in person at the meeting or at any adjourned meeting thereof (as the case may be) should they so wish, and in such event, the form of proxy shall be deemed to be revoked.
5. Where there are joint holders of any Share, any one of such joint holders may vote, either in person or by proxy, in respect of such Share as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the meeting, whether in person or by proxy, the joint registered holder present whose name stands first on the register of members of the Company in respect of the Shares shall be accepted to the exclusion of the votes of the other registered holders.
6. A Depositor holding Shares through CDP and whose name appears in the Depository Register as at a time not earlier than forty-eight (48) hours prior to the time of the SGM who wishes to attend and vote at the meeting may do so as CDP's proxy. A Depositor who is unable to attend personally but wishes to appoint a nominee to attend and vote on his/her behalf, or if such Depositor is a corporation, should complete the accompanying CDP form of proxy and lodge the same at the office of the Company's share transfer agent in Singapore, M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902 as soon as possible and in any event not less than forty-eight (48) hours before the time appointed for holding the meeting or any adjourned meeting thereof (as the case may be). The completion and return of a proxy form by an individual Depositor does not preclude him from attending and voting in person at the SGM if he so wishes, in place of his nominee or nominees.
7. The register of members of the Company will be closed from Thursday, 12 July 2018 to Tuesday, 17 July 2018, both days inclusive, during which period no transfer of Shares will be registered. In order to determine the identity of shareholders who are entitled to attend and vote at the meeting, all share transfers, accompanied by the relevant share certificates, must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration not later than 4:30 p.m., Wednesday, 11 July 2018 (for shareholders in Hong Kong), or with the Company's share transfer agent in Singapore, M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902 for registration not later than 4:30 p.m., Wednesday, 11 July 2018 (for shareholders in Singapore).

## 8. Personal Data Privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the SGM and/or any adjournment thereof, a member of the Company or a Depositor as the case may be, (i) consents to the collection, use and disclosure of the member's or Depositor's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the SGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the SGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, "**Purposes**"), (ii) warrants that where the member or Depositor discloses the personal data of the member's or Depositor's proxy(ies) and/or representative(s) to the Company (or its agents), the member or Depositor has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member or Depositor will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's or Depositor's breach of warranty.