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**Kinergy Corporation Ltd.**

**光控精技有限公司\***

*(Incorporated in Singapore with limited liability)*

**(Stock Code: 3302)**

## **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting (the “EGM”) of Kinergy Corporation Ltd. will be held by way of electronic means on Friday, 12 March 2021 at 9:30 am for the purposes of considering and, if thought fit, passing with or without modifications, the following proposed ordinary resolutions of the Company. The Company will be conducting the EGM by way of electronic means at its registered office at 1 Changi North Street 1, Lobby 2, Singapore 498789. The Company will observe safe distancing measures in conducting the EGM. Shareholders should note that due to the current COVID-19 advisories issued by the relevant authorities in Singapore and the related safe distancing measures in Singapore, the EGM will be held by way of electronic means and **Shareholders will not be able to attend the EGM in person**. Unless otherwise defined, capitalised terms used herein shall have the same meanings as ascribed to them in the circular of the Company dated 23 February 2021.

### **ORDINARY RESOLUTIONS**

#### **1. THE FIRST SUBSCRIPTION**

**“THAT:-**

- (a) the subscription agreement dated 15 December 2020 entered into between the Company and Rosy Height Ventures Limited (the “**First Subscriber**”) (a copy of the First Subscription Agreement has been produced to the meeting and marked “A” and initialed by the chairman of the Meeting for identification purpose) entered into between the Company and the First Subscriber (the “**First Subscription Agreement**”) in relation to the subscription of 38,754,000 new shares (the “**Shares**”) in the capital of the Company (the “**First Subscription Shares**”) by the First Subscriber at the subscription price of HK\$0.60 per First Subscription Share and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

\* *For identification purposes only*

- (b) conditional upon The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting the listing of and permission to deal in the First Subscription Shares on the Stock Exchange, the directors of the Company (the “**Directors**”) be and are hereby granted a specific mandate to allot and issue the First Subscription Shares in accordance with the terms of the First Subscription Agreement; and
- (c) any one of the Directors be and is hereby authorised for and on behalf of the Company to take any action and execute such other documents as he/she considers necessary, desirable or expedient to carry out or give effect to or otherwise in connection with the First Subscription Agreement and the transactions contemplated thereunder, including, without limitation, the allotment and issue of the First Subscription Shares.”

## 2. THE SECOND SUBSCRIPTION

### “THAT:-

- (a) the subscription agreement dated 15 December 2020 entered into between the Company and Huaxin Capital Limited (the “**Second Subscriber**”) (a copy of the Second Subscription Agreement has been produced to the meeting and marked “B” and initialed by the chairman of the Meeting for identification purpose) entered into between the Company and the Second Subscriber (the “**Second Subscription Agreement**”) in relation to the subscription of 9,688,000 new shares (the “**Shares**”) in the capital of the Company (the “**Second Subscription Shares**”) by the Second Subscriber at the subscription price of HK\$0.60 per Second Subscription Share and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Second Subscription Shares on the Stock Exchange, the Directors be and are hereby granted a specific mandate to allot and issue the Second Subscription Shares in accordance with the terms of the Second Subscription Agreement; and
- (c) any one of the Directors be and is hereby authorised for and on behalf of the Company to take any action and execute such other documents as he/she considers necessary, desirable or expedient to carry out or give effect to or otherwise in connection with the Second Subscription Agreement and the transactions contemplated thereunder, including, without limitation, the allotment and issue of the Second Subscription Shares.”

### 3. THE THIRD SUBSCRIPTION

“THAT:-

- (a) the subscription agreement dated 15 December 2020 entered into between the Company and Redlink Group Limited (the “**Third Subscriber**”) (a copy of the Third Subscription Agreement has been produced to the meeting and marked “C” and initialed by the chairman of the Meeting for identification purpose) entered into between the Company and the Third Subscriber (the “**Third Subscription Agreement**”) in relation to the subscription of 14,532,000 new shares (the “**Shares**”) in the capital of the Company (the “**Third Subscription Shares**”) by the Third Subscriber at the subscription price of HK\$0.60 per Third Subscription Share and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Third Subscription Shares on the Stock Exchange, the Directors be and are hereby granted a specific mandate to allot and issue the Third Subscription Shares in accordance with the terms of the Third Subscription Agreement; and
- (c) any one of the Directors be and is hereby authorised for and on behalf of the Company to take any action and execute such other documents as he/she considers necessary, desirable or expedient to carry out or give effect to or otherwise in connection with the Third Subscription Agreement and the transactions contemplated thereunder, including, without limitation, the allotment and issue of the Third Subscription Shares.”

### 4. THE FIRST CONNECTED SUBSCRIPTION

“THAT:-

- (a) the subscription agreement dated 15 December 2020 entered into between the Company and Mr. Lim Kuak Choi Leslie (“**Mr. Leslie Lim**”) (a copy of the First Connected Subscription Agreement has been produced to the meeting and marked “D” and initialed by the chairman of the Meeting for identification purpose) entered into between the Company and Mr. Leslie Lim (the “**First Connected Subscription Agreement**”) in relation to the subscription of 14,532,774 new shares (the “**Shares**”) in the capital of the Company (the “**First Connected Subscription Shares**”) by Mr. Leslie Lim at the subscription price of HK\$0.60 per First Connected Subscription Share and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the First Connected Subscription Shares on the Stock Exchange, the Directors be and are hereby granted a specific mandate to allot and issue the First Connected Subscription Shares in accordance with the terms of the First Connected Subscription Agreement; and
- (c) any one of the Directors be and is hereby authorised for and on behalf of the Company to take any action and execute such other documents as he/she considers necessary, desirable or expedient to carry out or give effect to or otherwise in connection with the First Connected Subscription Agreement and the transactions contemplated thereunder, including, without limitation, the allotment and issue of the First Connected Subscription Shares.”

## 5. THE SECOND CONNECTED SUBSCRIPTION

### “THAT:-

- (a) the subscription agreement dated 15 December 2020 entered into between the Company and Mr. Lim Khin Mann (“**Mr. Lim KM**”) (a copy of the Second Connected Subscription Agreement has been produced to the meeting and marked “E” and initialed by the chairman of the Meeting for identification purpose) entered into between the Company and Mr. Lim KM (the “**Second Connected Subscription Agreement**”) in relation to the subscription of 4,844,000 new shares (the “**Shares**”) in the capital of the Company (the “**Second Connected Subscription Shares**”) by Mr. Lim KM at the subscription price of HK\$0.60 per Second Connected Subscription Share and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Second Connected Subscription Shares on the Stock Exchange, the Directors be and are hereby granted a specific mandate to allot and issue the Second Connected Subscription Shares in accordance with the terms of the Second Connected Subscription Agreement; and
- (c) any one of the Directors be and is hereby authorised for and on behalf of the Company to take any action and execute such other documents as he/she considers necessary, desirable or expedient to carry out or give effect to or otherwise in connection with the Second Connected Subscription Agreement and the transactions contemplated thereunder, including, without limitation, the allotment and issue of the Second Connected Subscription Shares.”

## 6. THE THIRD CONNECTED SUBSCRIPTION

“THAT:-

- (a) the subscription agreement dated 15 December 2020 entered into between the Company and Sino Expo Holdings Limited (“**Sino Expo**”) (a copy of the Third Connected Subscription Agreement has been produced to the meeting and marked “F” and initialed by the chairman of the Meeting for identification purpose) entered into between the Company and Sino Expo (the “**Third Connected Subscription Agreement**”) in relation to the subscription of 4,844,296 new shares (the “**Shares**”) in the capital of the Company (the “**Third Connected Subscription Shares**”) by Sino Expo at the subscription price of HK\$0.60 per Third Connected Subscription Share and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Third Connected Subscription Shares on the Stock Exchange, the Directors be and are hereby granted a specific mandate to allot and issue the Third Connected Subscription Shares in accordance with the terms of the Third Connected Subscription Agreement; and
- (c) any one of the Directors be and is hereby authorised for and on behalf of the Company to take any action and execute such other documents as he/she considers necessary, desirable or expedient to carry out or give effect to or otherwise in connection with the Third Connected Subscription Agreement and the transactions contemplated thereunder, including, without limitation, the allotment and issue of the Third Connected Subscription Shares.”

## 7. THE FOURTH CONNECTED SUBSCRIPTION

“THAT:-

- (a) the subscription agreement dated 15 December 2020 entered into between the Company and Mr. Tay Kim Kah (also known as Mr. Tee Kim Kah) (“**Mr. Tay**”) (a copy of the Fourth Connected Subscription Agreement has been produced to the meeting and marked “G” and initialed by the chairman of the Meeting for identification purpose) entered into between the Company and Mr. Tay (the “**Fourth Connected Subscription Agreement**”) in relation to the

subscription of 4,844,000 new shares (the “**Shares**”) in the capital of the Company (the “**Fourth Connected Subscription Shares**”) by Mr. Tay at the subscription price of HK\$0.60 per Fourth Connected Subscription Share and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Fourth Connected Subscription Shares on the Stock Exchange, the Directors be and are hereby granted a specific mandate to allot and issue the Fourth Connected Subscription Shares in accordance with the terms of the Fourth Connected Subscription Agreement; and
- (c) any one of the Directors be and is hereby authorised for and on behalf of the Company to take any action and execute such other documents as he/she considers necessary, desirable or expedient to carry out or give effect to or otherwise in connection with the Fourth Connected Subscription Agreement and the transactions contemplated thereunder, including, without limitation, the allotment and issue of the Fourth Connected Subscription Shares.”

## **8. THE FIFTH CONNECTED SUBSCRIPTION**

“**THAT:-**

- (a) the subscription agreement dated 15 December 2020 entered into between the Company and Future China Investment Co., Ltd. (“**Future China Investment**”) (a copy of the Fifth Connected Subscription Agreement has been produced to the meeting and marked “H” and initialed by the chairman of the Meeting for identification purpose) entered into between the Company and Future China Investment (the “**Fifth Connected Subscription Agreement**”) in relation to the subscription of 19,377,000 new shares (the “**Shares**”) in the capital of the Company (the “**Fifth Connected Subscription Shares**”) by Future China Investment at the subscription price of HK\$0.60 per Fifth Connected Subscription Share and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Fifth Connected Subscription Shares on the Stock Exchange, the Directors be and are hereby granted a specific mandate to allot and issue the Fifth Connected Subscription Shares in accordance with the terms of the Fifth Connected Subscription Agreement; and

- (c) any one of the Directors be and is hereby authorised for and on behalf of the Company to take any action and execute such other documents as he/she considers necessary, desirable or expedient to carry out or give effect to or otherwise in connection with the Fifth Connected Subscription Agreement and the transactions contemplated thereunder, including, without limitation, the allotment and issue of the Fifth Connected Subscription Shares.”

Yours faithfully,

By Order of the Board

**Kinergy Corporation Ltd.**

**Lim Kuak Choi Leslie**

*Executive Director and Chief Executive Officer*

Hong Kong, 23 February 2021

*Notes:*

1. In order to determine the list of Shareholders who are entitled to attend and vote at the EGM, the register of the Shareholders of the Company will be closed from Tuesday, 9 March 2021, to Friday, 12 March 2021 (both days inclusive), during which period no transfer of Shares will be registered. Shareholders whose names appear on the register of the Shareholders of the Company on Friday, 12 March 2021 will be entitled to attend and vote at the EGM. In order to attend the EGM, any Shareholder whose transfer has not been registered shall lodge the transfer documents together with the relevant share certificate with Boardroom Share Registrars (HK) Limited, the Company’s Hong Kong branch share registrar and transfer office, at 2103B, 21st Floor, 148 Electric Road, North Point, Hong Kong, by no later than 4:30 p.m. on Monday, 8 March 2021.
2. Pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020, the EGM will be held by way of electronic means at 9:30 a.m. on Friday, 12 March 2021.
3. Printed copies of the Notice of EGM, the Circular and this Proxy Form will be sent to Shareholders. The Notice of EGM, the Circular and this Proxy Form may also be accessed at the Company’s website at <http://www.kinergy.com.sg/>.
4. Alternative arrangements relating to attendance at the EGM via electronic means (including arrangements by which the EGM proceedings may be electronically accessed via live audio-visual webcast or live audio-only stream), submission of comments, queries and/or questions to the Chairman of the Meeting in advance of the EGM, addressing of substantial and relevant comments, queries and/or questions before the EGM and voting by appointing the Chairman of the Meeting as proxy at the EGM, are set out at Appendix II of the Circular.
5. **Due to the current COVID-19 advisories issued by the relevant authorities in Singapore and the related safe distancing measures in Singapore, the EGM will be held by way of electronic means and Shareholders will not be able to attend the EGM in person. A Shareholder (whether individual or corporate) must appoint the Chairman of the Meeting as his/her/its proxy to attend, speak and vote on his/her/its behalf at the EGM in accordance with the instructions on this Proxy Form if such Shareholder wishes to exercise his/her/its voting rights at the EGM.**

6. This Proxy Form may be accessed at the Company's website at <http://www.kinergy.com.sg/>. Where a Shareholder (whether individual or corporate) appoints the Chairman of the Meeting as his/her/its proxy, he/she/it must give specific instructions as to voting, or abstentions from voting, in respect of a resolution in this Proxy Form, failing which the appointment of the Chairman of the Meeting as proxy for that resolution will be treated as invalid.
7. The Chairman of the Meeting, acting as proxy, need not be a Shareholder of the Company.
8. This Proxy Form must be submitted to the Company in the following manner:
  - a. if submitted by post, be lodged with the Company's Share Registrar, Boardroom Share Registrars (HK) Limited, at 2103B, 21st Floor, 148 Electric Road, North Point, Hong Kong; or
  - b. if submitted by way of electronic means, be submitted via email to the Company's Share Registrar at [srinfo.hk@boardroomlimited.com](mailto:srinfo.hk@boardroomlimited.com).

in either case, by 9:30 a.m. on Wednesday, 10 March 2021. A Shareholder who wishes to submit this Proxy Form must first download, complete and sign this Proxy Form, before submitting it by post to the address provided above, or by scanning and submitting it by way of electronic means via email to the email address provided above. **In view of the current COVID-19 advisories issued by the relevant authorities in Singapore and the related safe distancing measures in Singapore, Shareholders are strongly encouraged to submit the completed Proxy Forms by way of electronic means via email.**

9. Where this Proxy Form is executed by an individual, it must be executed under the hand of the individual or his/her attorney duly authorised. Where this Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised.
10. As at the date hereof, the executive Directors are Mr. Lim Kuak Choi Leslie, Mr. Du Xiaotang, Mr. Lim Khin Mann and Mr. Tay Kim Kah; the non-executive Directors are Mr. Yang Ping (Chairman) and Mr. Tsang Sui Cheong Frederick; and the independent non-executive Directors are Mr. Ng Tiak Soon, Dr. Senerath Wickramanayaka Mudiyanseelage Sunil Wickramanayaka and Professor Zhang Wei.