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If you have sold or transferred all your shares in NVC Lighting Holding Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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**PROPOSED ADOPTION OF RESTRICTED SHARE UNIT SCHEME
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING**

The notice convening the Extraordinary General Meeting of NVC Lighting Holding Limited to be held at Room 1, United Conference Centre, 10/F, United Centre, 95 Queensway, Admiralty, Hong Kong on Friday, 25 January 2019 at 10:00 a.m. is set out in this circular.

Whether or not you are able to attend the Extraordinary General Meeting, please complete and sign the enclosed form of proxy for use at the Extraordinary General Meeting in accordance with the instructions printed thereon and return it to the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the Extraordinary General Meeting or the adjourned meeting (as the case may be) (for Extraordinary General Meeting, i.e. not later than 10:00 a.m. on Wednesday, 23 January 2019). Completion and return of the form of proxy will not preclude shareholders from attending and voting in person at the Extraordinary General Meeting if they so wish. Such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited (<http://www.hkexnews.hk>) and the Company (<http://www.nvc-lighting.com.cn>).

References to time and dates in this circular are to Hong Kong time and dates.

9 January 2019

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“Adoption Date”	the date of conditional adoption of the RSU Scheme by the Shareholders
“Board”	the board of Directors
“Companies Law”	Cayman Islands Companies Law, as amended and restated from time to time
“Company”	NVC Lighting Holding Limited (雷士照明控股有限公司), a company incorporated in the British Virgin Islands on 2 March 2006 and subsequently redomiciled to the Cayman Islands on 30 March 2010 as an exempted company with limited liability under the laws of the Cayman Islands. The shares of the Company are listed on the main board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Extraordinary General Meeting”	an extraordinary general meeting of the Company to be held at Room 1, United Conference Centre, 10/F, United Centre, 95 Queensway, Admiralty, Hong Kong on Friday, 25 January 2019 at 10:00 a.m., to consider and, if appropriate, to approve the resolutions contained in the notice of the meeting which is set out on pages 15 to 16 of this circular, or any adjournment thereof
“Grantee”	any Participant who accepts a grant of RSU in accordance with the terms of the RSU Scheme or, where the context so permits, any person entitled to any such RSU in consequence of the death of the original Grantee or the legal personal representative of such person
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China

DEFINITIONS

“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Notice of Grant”	the notice pursuant to which RSUs are granted to a Participant
“Participant(s)”	the Directors (including executive Directors, non-executive Directors and independent non-executive Directors), the directors of the Company’s subsidiaries and the employees of the Group or any other person as determined by the Board who the Board considers, in its absolute discretion, have contributed or will contribute to the Group
“Pre-IPO Share Option Scheme”	the pre-IPO share option scheme approved and adopted by the Company on 15 October 2006 and amended on 23 December 2009 and 24 March 2010
“RSU”	a restricted share unit granted to a participant under the RSU Scheme
“RSU Scheme”	the restricted share unit scheme of the Company approved and adopted by the Shareholders on the Adoption Date, in its present form or as amended from time to time in accordance with the RSU Scheme Rules
“RSU Scheme Limit”	has the meaning ascribed to it under the paragraph headed “2. PROPOSED ADOPTION OF RESTRICTED SHARE UNIT SCHEME – Summary of the RSU Scheme – Maximum Limit” in this circular
“RSU Scheme Rules”	the rules relating to the RSU Scheme, as amended, modified or supplemented from time to time
“Share(s)”	ordinary share(s) of US\$0.0000001 each in the issued capital of the Company or if there has been a subsequent subdivision, consolidation, reclassification or reconstruction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company
“Shareholder(s)”	holder(s) of Share(s)

DEFINITIONS

“Share Option Scheme”	the share option scheme approved and adopted by the Company on 27 April 2010
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Trust”	the trust constituted by the Trust Deed
“Trust Deed”	the trust deed (as restated, supplemented and amended from time to time) to be entered into between the Company and the Trustee in respect of, inter alia, the constitution of the Trust pursuant to the RSU Scheme and the appointment of the Trustee for the administration of the RSU Scheme
“Trustee”	the trustee to be appointed by the Board to act as the trustee of the RSU Scheme, which will be a professional trustee independent from and not connected with the Company or its connected persons



LETTER FROM THE BOARD

2. PROPOSED ADOPTION OF RESTRICTED SHARE UNIT SCHEME

The Board has approved the adoption of the RSU Scheme, which is subject to the approval by the Shareholders at a general meeting, to further improve corporate governance, enhance the sense of responsibility and sense of mission of the Company's management team and to promote healthy development and sustainability of the Company so as to ensure that the Company's growth objective will be achieved by providing certain individuals with the opportunity to acquire equity interests in the Company.

Pursuant to the RSU Scheme, the Company may direct and procure the Trustee to purchase Shares (either on-market or off-market) to satisfy the RSUs upon vesting and to hold the purchased Shares on trust for the relevant Participants until such RSUs are vested with the relevant Participants in accordance with the RSU Scheme Rules. The Company shall provide sufficient funds to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration and vesting of RSUs granted pursuant to the RSU Scheme.

The RSU Scheme will be in parallel with the Pre-IPO Share Option Scheme, the Share Option Scheme and such other share incentive schemes which may be adopted by the Company.

The RSU Scheme does not constitute a share option scheme pursuant to Chapter 17 of the Listing Rules and is a discretionary scheme of the Company.

Summary of the RSU Scheme

The following is a summary of the principal terms of the RSU Scheme:

Purposes

The purpose of the RSU Scheme is to further improve corporate governance, enhance the sense of responsibility and sense of mission of the Company's management team and to promote healthy development and sustainability of the Company so as to ensure that the Company's growth objective will be achieved by providing certain individuals with the opportunity to acquire equity interests in the Company.

Administration and Operation of the RSU Scheme

The RSU Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the Scheme or its interpretation or effect shall (save as otherwise provided the RSU Scheme) be final and binding on all parties. The Board shall have the right to (a) interpret and construe the provisions of the Scheme; (b) determine the persons (if any) who shall be granted RSUs pursuant to the Scheme; (c)

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determine the terms on which RSUs are granted; (d) determine the number of Shares underlying RSUs granted; (e) subject to the RSU Scheme Rules, make such adjustments to the terms of the Scheme and to the terms of RSUs granted pursuant to the Scheme as the Board deems necessary and shall notify the relevant Participant(s) of such adjustment(s) by written notice; and (f) make such other decisions or determinations as it shall deem appropriate in relation to the RSUs and/or the administration of the RSU Scheme provided that the same are not inconsistent with the RSU Scheme Rules.

The Company shall appoint the Trustee to hold the Purchased Shares on trust and to assist with the administration and vesting of RSUs granted pursuant to the Scheme. The Company may direct and procure the Trustee to purchase Shares (either on-market or off-market) to satisfy the RSUs upon vesting. The Company shall provide sufficient funds to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration and vesting of RSUs granted pursuant to the RSU Scheme.

Participants in the RSU Scheme

The Board may invite Participants, who the Board considers, in its sole and absolute discretion, have contributed or will contribute to the Group, to purchase Shares and agree to grant them RSUs at the relevant matching ratio in respect of any Shares purchased (together, an “**Invitation**”), in accordance with the RSU Scheme Rules and subject to such terms, conditions and undertakings as the Board considers, in its sole and absolute discretion, appropriate. The Invitation will be set out in a letter (the “**Purchase Letter**”) in such form as the Board may from time to time determine. The Invitation shall remain open for acceptance for such time as determined by the Board, provided that no such Invitation shall be open for acceptance after the expiry of the date specified in the Purchase Letter or after the person to whom the Invitation is made has ceased to be a Participant or has given notice of resignation to the Company or any member of the Group.

An Invitation is deemed to be accepted when the Company receives a duplicate Purchase Letter duly executed by the person to whom the Invitation was made specifying an amount nominated by them for the purchase of the Shares (the “**Investment Amount**”). The Board may decide, in its sole and absolute discretion, whether or not to accept the purchase of Shares, and will communicate its decision by notice to the person to whom the Invitation was made and where accepted, shall require them to remit the Investment Amount to the Trustee within a specified period.

The Trustee shall purchase Shares (either on-market or off-market) until the aggregate Investment Amount remitted by the Participant who have accepted Invitations has been utilised. The Shares purchased by the Trustee (the “**Purchased Shares**”) will be allocated among the Participants on the basis of their respective Investment Amount by reference to

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the weighted average price of the Shares purchased by the Trustee. Any individual surplus Investment Amounts will be refunded to the Participants pro rata in accordance to their respective Investment Amounts.

Persons eligible to receive RSUs under the RSU Scheme include directors (including executive Directors, non-executive Directors and independent non-executive Directors) of the Company, the directors of the Company's subsidiaries and the employees of the Group. Where (a) a Participant has Purchased Shares which are held by the Trustee; (b) the Board determines in its absolute direction that a Participant is excelling in his or her performance and contribution; or (c) the Board deems it appropriate in its absolute discretion, the Board shall be entitled (but shall not be bound) at any time during the term of the RSU Scheme to grant RSUs to the relevant Participant pursuant to the RSU Scheme Rules.

RSUs

An RSU gives a Participant a contingent right to receive either Shares or a cash payment with reference to the market value of the Shares on or about the date of vesting of the RSU, as determined by the Board in its absolute discretion, when the RSU vests.

The Board may, at its absolute discretion, grant RSUs to any Participant on such terms and conditions, including without limitation (a) a minimum period before an RSU will vest in whole or in part; (b) a performance target that must be reached before an RSU will vest in whole or in part; (c) a condition that, for any RSU to vest, the Purchased Shares must be held on trust by the Trustee for a particular period of time; and/or (d) any other terms, all of which may be imposed (or not imposed) either on a case-by-case basis or generally, as the Board thinks fit. Details of the RSUs granted under the RSU Scheme will be provided in the Notice of Grant to be issued by the Company to the Participant.

A grant of RSU shall be made to a Participant by the Notice of Grant in such form as the Board may from time to time determine requiring the Participant to undertake to hold the RSU on the terms on which it is to be granted and to be bound by the terms of the RSU Scheme and any other terms and conditions as contained in the Notice of Grant and shall remain open for acceptance by the Participant for such time to be determined by the Board, provided that no such grant shall be open for acceptance after the expiry of the term of the RSU Scheme or after the Participant to whom the grant is made has ceased to be a Participant or has given notice of resignation to the Company or any member of the Group.

The Trustee shall hold the relevant Purchased Shares and/or the Shares underlying the RSUs on trust for each Grantee until the vesting or the lapse of all such RSUs which were granted to the Grantee in accordance with the RSU Scheme, whichever is sooner.

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Duration

Unless terminated earlier in accordance with the RSU Scheme Rules, the RSU Scheme will be valid and effective for a period commencing from the Adoption Date and expiring on the fifth anniversary thereof (the “**Term**”).

Voting

Pursuant to the RSU Scheme, the Trustee shall not exercise the voting rights in respect of any Shares held by it under the Trust.

Rights attached to RSUs

The RSUs do not carry any right to vote at general meetings of the Company, or any dividend, transfer or other rights (including those arising from the winding-up of the Company).

No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an RSU pursuant to the RSU Scheme, unless and until the Shares underlying the RSU are actually allotted and issued or transferred (as the case may be) to the Grantee upon the vesting of such RSU.

Vesting of RSUs

The Board may, at its absolute discretion, determine the vesting terms and conditions and the vesting schedule and such terms and conditions and time schedule shall be contained in the Notice of Grant.

Upon the vesting of RSUs on the vesting date, the Company shall, in its absolute discretion, satisfy such RSUs either by:

- (a) directing and procuring the Trustee to transfer to the Grantee the relevant number of Shares credited as fully paid; or
- (b) paying or procuring the payment of a cash payment to the Grantee, and
- (c) to the extent that the Grantee has any Purchased Shares held by the Trustee, directing and procuring the Trustee to transfer such Purchased Shares to the Grantee and remit to the Grantee any distributions received by the Trustee in respect of Purchased Shares held on trust by it (if any).

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Notwithstanding the foregoing, if the Company, the Trustee or any Grantee would or might be prohibited from dealing in the Shares by the Listing Rules or by any other applicable laws, regulations or rules within the period specified above, the date on which the relevant Shares shall be transferred to the Grantee shall occur as soon as possible after the date when such dealing is permitted by the Listing Rules or by any other applicable laws, regulations or rules.

Corporate Events

If a general offer by way of takeover or otherwise (other than by way of scheme of arrangement as below) is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) by any person and such offer becomes or is declared unconditional prior to the vesting date of any RSU, the Board shall, prior to the offer becoming or being declared unconditional, determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall vest, it shall notify the relevant Grantee that the RSU shall vest and the period within which such RSU shall vest.

If a general offer for Shares by way of scheme of arrangement is made by any person to all the Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings prior to the vesting date of any RSU, the Board shall, prior to such meetings, determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall vest, it shall notify the relevant Grantee that the RSU shall vest and the period within which such RSU shall vest.

If, pursuant to the Companies Law, a compromise or arrangement (other than a scheme of arrangement contemplated as above) between the Company and the Shareholders and/or the creditors of the Company is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies prior to the vesting date of any RSU, the Board shall determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall vest, it shall notify the relevant Grantee that the RSU shall vest and the period within which such RSU shall vest.

If a notice is given by the Company to the Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company prior to the vesting date of any RSU, the Board shall determine at its absolute discretion whether such RSU shall vest and the period within which such RSU shall vest. If the Board determines that such RSU shall vest, it shall notify the relevant Grantee that the RSU shall vest and the period within which such RSU shall vest.

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Transferability

An RSU shall be personal to the Grantee and shall not be assignable or transferable by the Grantee, provided that, subject to the RSU Scheme Rules, following the Grantee's death, RSUs may be transferred by will or by the laws of testacy and distribution.

The terms of the RSU Scheme and the Notice of Grant shall be binding upon the executors, administrators, legal personal representatives, heirs, successors and permitted assigns and transferees of the Grantee.

Subject to the RSU Scheme Rules, a Grantee shall not in any way sell, transfer, charge, mortgage, encumber or create any interests in favour of any third party over or in relation to any RSU.

Maximum Limit

The total number of Shares in respect of which RSUs may be granted pursuant to the RSU Scheme and any other share-based incentive schemes of the Company is 5 percent of the Shares in issue as at the Adoption Date (the "**Scheme Mandate Limit**"). At any time during the Term, the maximum aggregate number of Shares that may underlie the RSUs granted pursuant to the RSU Scheme shall be the Scheme Mandate Limit minus (a) the maximum aggregate number of Shares underlying the RSUs already granted pursuant to the RSU Scheme; and (b) the maximum aggregate number of Shares that may be issued and/or transferred upon the vesting or exercise of any awards already granted pursuant to any other equity-based incentive plans of the Company.

The Scheme Mandate Limit may be renewed subject to the Shareholders' approval, but in any event, the total number of Shares that may underlie the RSUs granted following the date of approval by the Shareholders of the renewed limit (the "**New Approval Date**") under the limit as renewed must not exceed 5 percent of the Shares in issue as at the New Approval Date.

Restrictions

The Company shall not make any grant of RSUs or Invitation to purchase Shares under a Purchase Letter if the time of grant or the time of dispatch of the Purchase Letter (or any time in between these two times) is within any of the following periods:

- (a) starting from the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarter or any other interim period (whether or not required under the Listing Rules) and ending on the date of the results announcement;

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- (b) starting from the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarter or any other interim period (whether or not required under the Listing Rules) and ending on the date of the results announcement;
- (c) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (d) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

If the Company is in possession of unpublished inside information (as the term is defined in the Securities and Futures Ordinance (Cap 571 of the laws of Hong Kong)), it may not (a) make any grant of RSUs under a Notice of Grant; (b) make any Invitation under a Purchase Letter; (c) accept an Invitation or Notice of Grant; or (d) direct and procure the Trustee to purchase Shares (either on-market or off-market), until such inside information is published in accordance with the Securities and Futures Ordinance or ceases to be inside information.

Lapse

An unvested RSU shall, unless the Board determines otherwise, automatically lapse upon the earliest of:

- (a) the date of termination of the Participant's employment or service by the Company or any of its subsidiaries for any reason;
- (b) the date on which the Participant (whether intentionally or otherwise) commits a breach of transferability provisions of the RSU scheme; and
- (c) (in respect of Shares underlying an RSU which are subject to performance or other vesting condition(s)) the date on which the condition(s) to vesting of those underlying Shares are not satisfied.

The Board may at any time amend or cancel any unvested RSUs granted to a Participant. Where the Company cancels unvested RSUs and makes a grant of new RSUs to the same Grantee, such grant may only be made with available RSUs to the extent not yet granted (excluding the cancelled RSUs) within the maximum limit prescribed above.

Reorganisation of Capital Structure

In the event of an alteration in the capital structure of the Company by way of a capitalisation of profits or reserves, bonus issue, rights issue, open offer, subdivision or consolidation of shares or reduction of the share capital of the Company in accordance with applicable laws and the Listing Rules (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company or any of its subsidiaries is a party or in connection with any share option,

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RSUs granted to connected persons

RSUs may be granted to directors, chief executive, substantial shareholder of the Company and/or its subsidiaries and/or connected persons of the Company. If RSUs are granted to any connected person of the Company, such grants shall constitute connected transactions under Chapter 14A of the Listing Rules. Any grant of RSU to a Director, chief executive or substantial shareholder of the Company or of the Company's subsidiaries, or any of their respective associates, shall be subject to the prior approval of the independent non-executive Directors (excluding, if applicable, the independent non-executive Director who is the proposed Grantee of the grant in question) and all grants to connected persons shall be subject to compliance with the requirements of the Companies Law and the Listing Rules, including where necessary the prior approval of the Shareholders (excluding the proposed Grantee).

3. EXTRAORDINARY GENERAL MEETING AND PROXY ARRANGEMENT

A notice of the Extraordinary General Meeting is set out on pages 15 to 16 of this circular. Ordinary resolutions will be proposed to the Shareholders to approve (1) the adoption of the RSU Scheme and the RSU Scheme Rules; and (2) the authorization to the Board to implement the RSU Scheme in accordance with the RSU Scheme Rules.

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. An announcement on the poll vote results will be published by the Company after the Extraordinary General Meeting in the manner prescribed under Rule 13.39(5) of the Listing Rules.

A form of proxy for use at the Extraordinary General Meeting is enclosed with this circular and such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited (<http://www.hkexnews.hk>) and the Company (<http://www.nvc-lighting.com.cn>). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of attorney or authority at the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the Extraordinary General Meeting or the adjourned meeting (as the case may be)(for Extraordinary General Meeting, i.e. not later than 10:00 a.m. on Wednesday, 23 January 2019). Completion and delivery of the form of proxy will not preclude you from attending and voting at the Extraordinary General Meeting in person if you so wish.

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4. RECOMMENDATION

The Directors consider that the proposed resolutions mentioned above are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions to be proposed at the Extraordinary General Meeting.

Yours faithfully,
For and on behalf of the Board
NVC LIGHTING HOLDING LIMITED
WANG Donglei



NOTICE OF EXTRAORDINARY GENERAL MEETING

1. All resolutions at the meeting (except those relate purely to the procedural or administrative matters, which should be taken by a show of hands as the Chairman may decide, in good faith) will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and the Company in accordance with the Listing Rules.
2. Any shareholder of the Company entitled to attend and vote at the above meeting is entitled to appoint a proxy (or more than one proxy if he/she is the holder of two or more shares) to attend and vote instead of him/her on a poll. A proxy needs not be a shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number of shares in respect of which each such proxy is so appointed.
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 that power of attorney or authority, must be deposited at the Company’s Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the EGM or the adjourned meeting (as the case may be) (for EGM, i.e. not later than 10:00 a.m. on Wednesday, 23 January 2019). Delivery of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
4. The register of members of the Company will be closed from Tuesday, 22 January 2019 to Friday, 25 January 2019 (both days inclusive), during which period no transfer of shares will be registered. In order to qualify for attending and voting at the forthcoming EGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company’s Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong before 4:30 p.m. on Monday, 21 January 2019.
5. References to time and dates in this notice are to Hong Kong time and dates.