

**CONFIDENTIAL**

## **ROLLOVER AGREEMENT**

This **ROLLOVER AGREEMENT** (this "**Agreement**") dated as of 14 October 2024 is made by and among:

- (1) **MayAir HK Holdings Limited (Business Registration number: 76976316)**, a company incorporated in Hong Kong with limited liability whose registered office is at 27/F, Alexandra House, 18 Chater Road, Central, Hong Kong (the "**Offeror**"); and
- (2) **Ng Yew Sum**, holder of Malaysian Passport No. A54703279 whose residential address is at 2A, Jalan PJU 1A/36 Ara Damansara 47301 Petaling Jaya Selangor, Malaysia ("**Mr. Ng**");
- (3) **Law Eng Hock** holder of Malaysian Passport No. A54884191 whose residential address is at A-15-06, Residensi KM1 Jalan Jalil Perkasa 1 Bukit Jalil 57000 Kuala Lumpur Malaysia ("**Mr. Law**");
- (4) **Chin Sze Kee** holder of Malaysian Passport No. A54701995 whose residential address is at 30, Jalan Tun Teja 35/12 Alam Impian 40470 Shah Alam, Selangor, Malaysia ("**Mr. Chin**"); and
- (5) **Luah Kok Lam** holder of Malaysian Passport No. A58717816 whose residential address is at 24 Jalan Maya 3/5, Horizon Hill, 79100 Iskandar Puteri, Johor, Malaysia ("**Mr. Luah**").

(Mr. Ng, Mr. Law, Mr. Chin and Mr. Luah are referred to collectively as the "**Rollover Shareholders**")

The foregoing parties are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

### **WHEREAS**

- (A) CM Hi-Tech Cleanroom Limited (the "**Company**"), is a company incorporated in the Cayman Islands with limited liability, whose ordinary shares ("**Shares**") are listed on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") (Stock Code: 2115). As at the date of this Agreement, the Company has (i) an issued share capital of HK\$14,000,000 divided into 1,400,000,000 Shares; and (ii) no share options have been granted.
- (B) On the premise set out above, the Offeror proposes to submit a proposal (the "**Proposal**") to the board of directors of the Company in connection with the privatisation of the Company by way of a scheme of arrangement (the "**Scheme**") and the withdrawal of listing of the Company from the Stock Exchange as a result of the privatisation (together, the "**Transaction**" the full details of which (including details of the Scheme) are included in the document attached in the Annexure which shall be submitted to the Company and the Securities and Futures Commission of Hong Kong ("**SFC**") respectively.
- (C) As of the date of this Agreement, the Rollover Shareholders hold 442,526,550 Shares in total, representing approximately 31.61% of the total number of issued Shares of the Company ("**Rollover Shares**"). Individually, Mr. Ng, Mr. Law, Mr. Chin and Mr. Luah hold 340,028,500 Shares, 60,040,050 Shares, 37,091,850 Shares and 5,366,100, representing

approximately 24.29%, 4.29%, 2.65% and 0.38% of the total number of issued Shares of the Company, respectively. The Rollover Shares will not form part of the Scheme Shares (as defined below) and will not be cancelled. The Offeror intends to allow the Rollover Shareholders to retain their shareholdings in the Company and remain as shareholders of the Company after the Scheme becomes effective. Following the Scheme becoming effective, pursuant to this Agreement, the Rollover Shares will be transferred to the Offeror at the Cancellation Price in exchange for such number of shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid so that the Rollover Shareholders will retain their interest in the Group through the Offeror.

**NOW THEREFORE**, in consideration for mutual promises, covenants and agreements of the Parties contained herein, the Parties agree as follows:

## **1. Definitions and interpretation**

- 1.1 In this Agreement, terms used and defined in the draft announcement appended to the Proposal (the "**Announcement**") shall have the same meaning when used herein unless otherwise defined:

"**Affiliate**" of any person means any other person that (directly or indirectly) Controls, is Controlled by or is under common Control with such person;

"**Business Day**" means a day (other than a Saturday or Sunday) on which the Stock Exchange is open for the transaction of business and on which the banks are open for business in Hong Kong, the PRC, the Cayman Islands and Malaysia;

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and includes (a) ownership directly or indirectly of 50% or more of the shares in issue or other equity interests of such person; (b) possession directly or indirectly of 50% or more of the voting power of such person; or (c) the power directly or indirectly to appoint a majority of the members of the board of directors or similar governing body of such person, and the terms "**Controlling**" and "**Controlled**" have meanings correlative to the foregoing;

"**Group**" means the Company and its subsidiaries;

"**Loss**" means includes any actual loss, damage, liability, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense) or tax liability however it arises; and

- 1.2 In this Agreement (unless the context otherwise requires):

- (a) references to Clauses are to clauses in this Agreement (unless the context otherwise requires);
- (b) use of any gender includes the other genders and use of the singular includes the plural and vice versa unless the context requires otherwise;
- (c) references to a -person- shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

- (d) unless otherwise defined herein, words and expressions defined in the Companies Ordinance (Cap 622 of the laws of Hong Kong) shall bear the same respective meanings when used in this Agreement;
- (e) a reference to any Party to this Agreement or any other agreement or document includes the Party's successors and permitted assigns;
- (f) the ejusdem generis principle of construction shall not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
- (g) references in this Agreement to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and any orders, regulations, instruments or other subordinate legislation made from time to time under the statute concerned;
- (h) any reference to a "**day**" (including within the phrase "**Business Day**") shall mean a period of 24 hours running from midnight to midnight;
- (i) references to times are to Hong Kong time; and
- (j) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

## 2. Rollover Arrangement

2.1 Subject to the terms and conditions of this Agreement and provided that the Transaction proceeds and is implemented in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of the Rollover Shareholders (in the case of any change which would potentially adversely affect the interests of the Rollover Shareholders, the Rollover Shareholders and the Offeror shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC), the Offeror and the Rollover Shareholders agree that the 442,526,550 Shares held by the Rollover Shareholders (the "**Rollover Shares**"), representing approximately 31.61% of the total number of issued Shares of the Company:

- (a) will not form part of the Scheme Shares and will not be voted at the Scheme at the Court Meeting;
- (b) will not be cancelled and extinguished when the Scheme becomes effective, and accordingly, the Rollover Shareholders will remain as shareholders of the Company on the register of the Company immediately after the Scheme becomes effective and shall be entitled to all rights as a legal and beneficial owner of Shares together with any dividend, rights and distributions to be declared and paid by the Company after the Scheme becomes effective; and
- (c) after the Scheme becoming effective, the Rollover Shares will then be transferred to the Offeror at the Cancellation Price in exchange for such number of shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid so that the Rollover Shareholders will retain their interest in the Group through

the Offeror. After completion of the Scheme and the transfers of the Rollover Shares, the Rollover Shareholders will, through the Offeror, hold an indirect interest in the Company (together with the agreements listed in Clause 2.2 below are collectively referred to as the "**Rollover Arrangement**").

2.2 To implement the Rollover Arrangement, the Parties have entered into or shall enter into, and procure the entering into of, the following agreements

- (a) a share swap agreement between the Offeror and the Rollover Shareholders to implement the transfer of the Rollover Shares to the Offeror in consideration for the allotment and issuance of new shares issued by the Offeror on the effective date of the Scheme;
- (b) a deed of indemnity executed by the Rollover Shareholders in favour of the Offeror; and
- (c) a shareholders' agreement between MayAir Technology, the Rollover Shareholders and the Offeror in respect of the governance of the Offeror, which will take effect on the effective date of the Scheme.

### **3. Conditions**

The implementation of the Rollover Arrangement is subject to the fulfilment of the following conditions:

- (a) the receipt of an opinion from the independent financial adviser to the independent board committee of the Company established for the purpose of the Proposal that the Rollover Arrangement is fair and reasonable so far as the Disinterested Shareholders are concerned;
- (b) the passing of an ordinary resolution by the Disinterested Shareholders at an extraordinary general meeting of the Company to be convened and in connection with the Proposal and the Transaction to approve, among others, the Rollover Arrangement;
- (c) the Scheme becoming effective in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of the Rollover Shareholders (in the case of any change which would potentially adversely affect the interests of the Rollover Shareholders, the Rollover Shareholders and the Offeror shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC); and
- (d) the grant of consent from the Executive in respect of the Rollover Arrangement pursuant to note 3 to Rule 25 of the Takeovers Code.

### **4. Undertakings**

4.1 Each of the Rollover Shareholders irrevocably represents and undertakes to the Offeror that:

- (a) as at the date of this Agreement, he is the sole beneficial owner of his portion of the Rollover Shares, free and clear of any lien, charge, mortgage, encumbrance or any third party rights whatsoever and all such Rollover Shares have been properly allotted and issued and are fully paid-up;

- (b) save for the 442,526,550 Shares interested by the Rollover Shareholders, as at the date of this Agreement, the Rollover Shareholders are not interested in any other securities of the Company or has any right to subscribe, purchase or otherwise acquire any Shares or other securities in the Company;
- (c) he will not, directly or indirectly, take any action which will preclude, prejudice, restrict or delay the successful outcome of the Scheme or the Proposal or the withdrawal of listing of Shares on the Stock Exchange or otherwise conflict with or diminish his obligations hereunder;
- (d) subject to compliance with relevant laws and regulations, he will do all such acts and things and execute all such documents as may be reasonably required by the Offeror to give effect to the undertakings contained in this Agreement;
- (e) unless prohibited from doing so under applicable law, he will provide the Offeror with all such information in relation to his interests in the Shares as the Offeror may reasonably require to comply with all applicable legal or regulatory requirements, provided that the Parties shall use their best effort to cooperate in good faith to enable the Offeror to comply with the requirement;
- (f) provided that the Transaction proceeds and is implemented in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of the Rollover Shareholders (in the case of any change which would potentially adversely affect the interests of the Rollover Shareholders, the Rollover Shareholders and the Offeror shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC) and to the extent permitted under the Takeovers Code, the Listing Rules and applicable laws and regulations, he will exercise, or, as the case may be, procure the exercise of the voting rights in respect of the Shares owned by him directly on resolutions in relation to the Scheme which he is entitled to vote in accordance with the Offeror's directions, and in the absence of any such directions, to vote in favour of all resolutions which he is entitled to vote and which are necessary to implement the Scheme proposed at a court meeting and/or a general meeting of the Company, and that he shall be bound by, and take all actions necessary to implement the Scheme;
- (g) subject to Clause 4.1(h) below, he will not, and will procure that all companies, entities, joint venture or partnership the management of which they have Control will not, without the written consent of the Offeror, at any time during the period of three (3) years after the relevant Rollover Shareholder ceases to be a shareholder of the Company:
  - (i) engage in any activities in any countries in competition with the Group's business or compete or have any involvement in a business that competes with the Group's business;
  - (ii) induce or attempt to induce any customer of or supplier to the Group's business to cease or refrain from conducting business with, or to reduce the amount of business conducted with, or to vary adversely the terms upon which it conducts business with the Group, or do any other thing which is reasonably likely to have such an effect;

- (iii) either on its own account or in conjunction with or on behalf of any person, firm or company, carry on or participate or have an interest in any countries, any business (other than any investment in any company in which it is a passive investor and has no board representation provided that such interest in the equity share capital therein does not exceed 5 per cent of the total issued equity capital of such company) of a type similar to that of the Group's business (or a part thereof) and/or any business which competes directly or indirectly with the Group's business or carry out any activities detrimental to the business of the Group; and
- (iv) offer employment to, enter into a contract for the services of, or solicit or otherwise attempt to entice away, any employee of any member of the Group or employ or otherwise engage any person who now is or at any time during one year immediately preceding the relevant Rollover Shareholder ceases to be a shareholder of the Company may have become an employee of any member of the Group and with whom the Rollover Shareholders had contact during his said employment, whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the relevant member of the Group,

each of the undertakings in this Clause is a separate and independent undertaking;

- (h) the undertakings in Clause 4.1(g) do not apply to or restrict the Rollover Shareholders' existing investments in Sum Technic Sdn. Bhd., Sum System Solution Sdn. Bhd., Micronaire Global Sdn. Bhd., and 本濾环境科技江苏有限公司 (Benew Environmental Technology Co., Ltd.\*) and only on the condition that the existing businesses conducted by these companies are not identical to the business of the Group for provision of cleanroom wall and ceiling systems.
- (i) for as long as each of the Rollover Shareholders remains as a shareholder of the Company and at any time during the period of three (3) years after it ceases to be a shareholder of the Company, such Rollover Shareholder shall not, and shall procure that none of its Affiliates shall:
  - (i) divulge or communicate to any person, except to those of the officials of the Group and/or the Company whose province is to know the same, any secret confidential or private information as set out in (iii) below;
  - (ii) use any secret confidential or private information as set out in (iii) below for his own purpose or for any purpose other than that of the Group, or
  - (iii) through any failure to exercise all due care and diligence cause any unauthorised disclosure of any secret confidential or private information:
    - (1) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
    - (2) relating to the working of any process or invention which is carried on or used by any company in the Group; or

- (3) in respect of which any company within the Group is bound by an obligation of confidence to any third party,

but so that these restrictions shall cease to apply to any information or knowledge which may (otherwise than through the default of the Rollover Shareholder or his/her associates) become available to the public generally or otherwise used or disclosed in compliance with the applicable laws, rules or regulations or as required or requested by a government authority.

- 4.2 Each of the Rollover Shareholders agrees that the restrictions and undertakings contained in Clause 4 are reasonable and that if any such restrictions or undertaking shall be found to be void or and necessary for the protection, respectively, of the Rollover Shareholders' legitimate interests in the any member of the Group voidable, but would be valid and enforceable if some part or parts of the restriction or undertaking were deleted, such restriction or undertaking shall apply with such modifications as may be necessary to make it valid and enforceable. Without prejudice to the foregoing, if any restriction or undertaking in Clause 4 is found by any court or other competent authority to be void or unenforceable the parties to the relevant restriction or undertaking shall negotiate in good faith to replace such void or unenforceable restriction or undertaking with a valid provision, which, as far as possible, has the same legal and commercial effect as that which it replaces.

## **5. Dealing Restrictions**

At any time from the date of this Agreement until the Scheme (as specified in the document attached in the Annexure) becomes effective, lapses or is withdrawn (whichever later) and provided that the Transaction proceeds and is implemented in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of the Rollover Shareholders (in the case of any change which would potentially adversely affect the interests of the Rollover Shareholders, the Rollover Shareholders and the Offeror shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC):

- (a) the Rollover Shareholders shall not, directly or indirectly, sell, transfer, charge, encumber, grant any option over or otherwise dispose of any interest in any of the Shares held by them in the Company.
- (b) the Rollover Shareholders shall not accept, or give any undertaking (whether conditional or unconditional) to accept, exercise voting rights attached to the Shares held by him to approve or otherwise agree to any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of such Shares or disposal of material assets of the Company and its subsidiaries by any person other than pursuant to the Scheme.
- (c) the Rollover Shareholders shall not, directly or indirectly, acquire, subscribe for or otherwise deal in the shares, convertible securities, options or other securities of the Company without prior consent of the Offeror.

## **6. Representations and warranties**

- 6.1 Each party represents and warrants to the other party that:

- (a) he/it has full power, authority and capacity, and has taken all actions and has obtained all consents, approvals and authorisations from any governmental or

regulatory bodies or other third parties required, to enter into, and perform its obligations under, this Agreement;

- (b) he/it has taken all necessary steps to perform his/its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and this Agreement, when executed, will constitute legal, valid and binding obligations of him/it;
- (c) neither the execution and delivery of this Agreement by him/it (i) violates any provision of its constitutional documents; (ii) contravenes or results in a contravention of the laws or regulations of any jurisdiction to which he/it is subject in respect of the transactions contemplated under this Agreement; or (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which any one of the Rollover Shareholders is a party or by which any one of the Rollover Shareholders is bound);
- (d) he/it shall comply with all applicable laws relevant to the Transaction (including the general principles and rules of the Takeovers Code together with any rulings by the SFC or the Takeovers Panel relating to the Scheme and its financing); and
- (e) any information provided to the other party in connection with the Proposal or the Scheme is true, complete and accurate in all material respects and not misleading in any material respect.

6.2 Each of the Rollover Shareholders represents and warrants to the Offeror that:

- (a) as of the date hereof, he is the sole beneficial owner of his respective Rollover Shares, free from any lien, charge, option, claim, right of pre-emption and any other third party right or encumbrance of any nature whatsoever and together with all rights accruing or attaching thereto;
- (b) save as disclosed to the Offeror, he has not purchased any Share or otherwise dealt in the securities of the Company in the six months prior to the date of this Agreement; and
- (c) there is no third party holding the legal title to any Shares as the Rollover Shareholder's nominee, trustee, depositary or custodian.

## **7. Indemnity**

The Offeror shall indemnify and keep indemnified and hold harmless the Rollover Shareholders against any Loss incurred or suffered by any of them in connection with the Scheme, Transaction or the Proposal, save for any Loss directly arising from any act or omission of the Rollover Shareholders.

The Offeror shall be solely responsible for (and shall reimburse the Rollover Shareholders for) all costs and expenses including any fine, penalty, charge incurred in connection with the Scheme, Transaction and the Proposal. The Offeror shall pay on demand to the Rollover Shareholders an amount equal to 31.61% of any Loss sustained by the Company in connection with the Scheme, Transaction or the Proposal, save for any Loss directly arising from any act or omission of the Rollover Shareholder.



This Clause 7 shall survive the termination.

## **8. Termination**

Unless otherwise expressly provided hereunder, the rights and obligations of the Parties pursuant to this Agreement shall terminate upon the earlier of (i) any of the Pre-Conditions is not satisfied on or before the Pre-Conditions Long Stop Date (as defined in the Announcement); (ii) when the Scheme (as set out in the Annexure) lapses or is withdrawn, terminated, rescinded by the Offeror or is finally dismissed, finally refused or finally rejected by the Grand Court; or (iii) on a date as the Parties otherwise agree in writing (but without prejudice to any accrued liabilities arising prior to such termination).

## **9. Further Cooperation**

Provided that the Transaction proceeds and is implemented in accordance with the document attached in the Annexure (save for any changes as specifically requested by the Company which do not adversely affect the interests of the Rollover Shareholders (in the case of any change which would potentially adversely affect the interests of the Rollover Shareholders, the Rollover Shareholders and the Offeror shall each use their reasonable endeavours to discuss whether to accommodate such change) and any changes requested by the SFC), each Party agrees to use its best effort to cooperate with each other to take reasonable actions as may be required by law and regulation (including but not limited to the Takeover Code and the Listing Rules) or as any Party may reasonably require to implement and/or give effect to this Agreement and the transactions contemplated by it.

## **10. Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Hong Kong.

## **11. Dispute Resolution**

- 11.1 Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre ("**HKIAC**") and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Clause 11. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the arbitration tribunal shall consist of one arbitrator ("**Arbitrator**"). The arbitration tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing Parties. Any Party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defences to such enforcement based on lack of personal jurisdiction or inconvenient forum.
- 11.2 Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Clause 11, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and,

notwithstanding that this Agreement is governed by the laws of Hong Kong, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Clause 11.2 is only applicable to the seeking of interim injunctions and does not restrict the application of Clause 11.1 in any way.

## **12. Successors and Assigns; Third-Party Beneficiaries**

This Agreement may not be assigned by any Party or by operation of law or otherwise without the prior written consent of the other Party. Any attempted assignment in violation of this Clause 12 shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and (subject to the foregoing provisions of this Clause 12) their respective successors, permitted assigns, heirs, executors and administrators any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement, except as specifically set forth in this Agreement.

## **13. Severability**

In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

## **14. Notices**

14.1 A notice under this Agreement shall only be effective if it is in writing.

14.2 Notices under this Agreement shall be sent to a Party at its address or email address and for the attention of the individual set out below:

- (a) If to the Offeror:  
27/F, Alexandra House, 18 chater Road, Central, Hong Kong  
Attention: Mr. Yap Wee Keong  
Email: weekeong.yap@mayairgroup.com
- (b) If to Mr. Ng:  
2A, Jalan PJU 1A/36 Ara Damansara 47301 Petaling Jaya Selangor, Malaysia  
Attention: Mr. Ng Yew Sum  
Email: ysng@channelsystemsasia.com.my
- (c) If to Mr. Law:  
A-15-06, Residensi KM1 Jalan Jalil Perkasa 1 Bukit Jalil 57000 Kuala Lumpur Malaysia  
Attention: Mr. Law Eng Hock  
Email: law@channelsystems.com.cn

- (d) If to Mr. Chin:  
30, Jalan Tun Teja 35/12 Alam Impian 40470 Shah Alam, Selangor, Malaysia  
Attention: Mr. Chin Sze Kee  
Email: skchin@micronasia.com.my
- (e) If to Mr. Luah Kok Lam:  
24 Jalan Maya 3/5, Horizon Hill, 79100 Iskandar Puteri, Johor, Malaysia  
Attention: Mr. Luah Kok Lam  
Email: michaeluah@channelsystemsasia.com.my

provided that a Party may change its notice details on giving notice to the other Party of the change in accordance with this Clause. That notice shall only be effective on the day falling five clear Business Days after the notification has been received or such later date as may be specified in the notice.

14.3 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

- (a) if delivered by hand, post or airmail - upon delivery to the relevant address specified above, if delivered during a Business Day or at the start of the next Business Day, if delivered at any other time;
- (b) if delivered by email - at the time of transmission by the sender, if such time is during a Business Day, or at the start of the next Business Day, if delivered at any other time, provided that the sender does not receive a message that the email was unable to be sent.

14.4 The provisions of this Clause shall not apply in relation to the service of service documents pursuant to Clause 15 below.

## **15. Agent for service**

- (a) Mr. Ng appoints Channel Systems International Limited of 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.
- (b) Mr. Law appoints Channel Systems International Limited of 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.
- (c) Mr. Chin appoints Channel Systems International Limited of 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.
- (d) Mr. Luah appoints Channel Systems International Limited of 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong as its agent for service of process relating to any proceedings before the Hong Kong courts in connection with this Agreement and agrees that failure by such a process agent to notify it of any process will not invalidate the proceedings concerned.

- (e) Each of the Rollover Shareholders agrees that it shall provide 14 days prior notice to Offeror and the other Rollover Shareholders if there is a change of his process agent including the name and Hong Kong address of the new process agent appointed.

## **16. Announcement**

- 16.1 Subject to Clause 16.2, no announcement, press release, public statement, or other communications ("**Public Release**") concerning the existence or the subject matter of this Agreement, shall be issued by or on behalf of any Party to the general public in any form without the prior written consent of all the other Parties, such consent not to be unreasonably withheld or delayed or conditioned.
- 16.2 Clause 16.1 does not apply to any Public Release required by the applicable laws and regulations, including without limitation, the Takeovers Code, the Listing Rules and the Stock Exchange, if the Party required to make or send it has:
  - (a) provided each other Party with sufficient notice to enable it to seek a protective order or other remedy, and
  - (b) provided all assistance and co-operation that each other Party considers necessary to prevent or minimise that disclosure.
- 16.3 The restrictions contained in this Clause 16 shall continue to apply after termination of this Agreement without limit in time.

## **17. Confidentiality**

- 17.1 Each Party shall treat as strictly confidential and shall not disclose to any other person any and all information (i) received or obtained as a result of entering into or performing this Agreement; di) which relates to the provisions, negotiations or subject matter of this Agreement; or (iii) which relates to another Parties (collectively "**Confidential Information**").
- 17.2 A Party may disclose or use Confidential Information which would otherwise be subject to the provisions of Clause 17.1 if and to the extent:
  - (a) Confidential Information is disclosed in the Announcement;
  - (b) the disclosure or use is required by the applicable laws and regulations or any authority to which such Party is subject to or submits (whether or not the request for information has the force of law);
  - (c) the disclosure or use if required by existing contractual obligations which it is subject to prior to the date of this Agreement (provided that it has informed the other Parties of such contractual obligations in writing before the execution of this Agreement);
  - (d) Confidential Information is disclosed on a need to know and strictly confidential basis to its Affiliates or their respective directors, officers, employees, advisers, bankers, financiers or agents (collectively the "**Representative**"), provided that such recipients agree to be bound by equivalent confidentiality restrictions;

- (e) Confidential Information was lawfully in its possession or in the possession of any of its Affiliates or their respective Representatives;
- (f) Confidential Information is or becomes in the public domain through no fault of that Party or any of its Affiliates or their respective Representatives;
- (g) the relevant other Parties have given prior written consent to the disclosure or use (such consent not to be unreasonably withheld or delayed);
- (h) Confidential Information is independently developed by that Party after the date of this Agreement; or
- (i) the disclosure or use is required to enable that Party to perform this Agreement or enforce its rights under this Agreement or otherwise vest the full benefit of this Agreement in that Party.

17.3 The restrictions contained in this Clause 17 shall continue to apply after termination of this Agreement without limit in time.

## **18. Counterparts**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of a counterpart of this Agreement by email (including by attachment) or telecopy shall be an effective mode of delivery.

## **19. Remedies**

19.1 Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. No failure or delay on the part of any Party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

19.2 Each of the Parties acknowledge that the other Party may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may not necessarily be an adequate remedy. Accordingly, each Party shall be entitled to seek the remedies of final or interim injunction, specific performance and other equitable relief, or any combinations of these remedies, for any potential or actual breach of the terms of this Agreement.

## **20. Entire Agreement**

This Agreement constitutes the entire agreement, and supersedes all prior agreements, understandings, negotiations and statements, both written and oral, among the Parties with respect to the subject matter contained herein.

## **21. Amendments and Modification**

This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each Party.

**22. Waiver**

Any agreement on the part of a Party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such Party.

**23. Third Party Rights**

Save for the rights of the persons referred to in clause 7 to enforce the benefit of that clause (which shall be enforceable in accordance with the Contracts (Rights of Third Parties) Ordinance (Cap 623), the Parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance (Cap. 623), by any person who is not a party to this Agreement.

*[The remainder of this page is intentionally left blank]*

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Chin Kim Fa

for and on behalf of  
**MayAir HK Holdings Limited**



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Name: Chin Kim Fa  
Title: Director




Tan Chia Ching  
Solicitor  
Howse Williams  
27/F Alexandra House  
18 Chater Road  
Central  
Hong Kong SAR

*[Signature Page to Rollover Agreement]*

**SIGNED by NG YEW SUM**  
in the presence of:



NG JUN JIE

)   
) \_\_\_\_\_  
Name: NG YEW SUM



**SIGNED by LAW ENG HOCK**  
in the presence of:



*Harbano Luv.*

)  
)

  
\_\_\_\_\_  
Name: LAW ENG HOCK

**SIGNED by CHIN SZE KEE**  
in the presence of:



NG JUM JIE

)  
)

  
Name: CHIN SZE KEE

*[Signature Page to Rollover Agreement]*

**SIGNED by LUAH KOK LAM**  
in the presence of:



NG JUN JIE

)  
)



Name: LUAH KOK LAM

## **Annexure**

**The announcement to be submitted to the Company and the Securities and Futures Commission of Hong Kong ("SFC") (as amended and supplemented from time to time as specifically requested by the Company and the SFC)**

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this joint announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this joint announcement.*

*This joint announcement appears for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for securities of the Offeror or the Company nor is it a solicitation of any vote or approval in any jurisdiction.*

*This joint announcement is not for release, publication or distribution, in whole or in part, in, into or from any jurisdiction where to do so would constitute a violation of the applicable laws or regulations of such jurisdiction.*



**MayAir HK Holdings Limited**

*(Incorporated in Hong Kong with limited liability)*

**CM Hi-Tech Cleanroom Limited**

**捷 芯 隆 高 科 潔 淨 系 統 有 限 公 司**

*(Incorporated in the Cayman Islands with members' limited liability)*

**(Stock Code: 2115)**

## **JOINT ANNOUNCEMENT**

**(1) PRE-CONDITIONAL PROPOSAL FOR THE PRIVATISATION OF  
CM HI-TECH CLEANROOM LIMITED  
BY MAYAIR HK HOLDINGS LIMITED  
BY WAY OF A SCHEME OF ARRANGEMENT  
(UNDER SECTION 86 OF THE COMPANIES ACT)**

**(2) PROPOSED WITHDRAWAL OF LISTING OF  
CM HI-TECH CLEANROOM LIMITED**

**(3) SPECIAL DEAL RELATING TO ROLLOVER ARRANGEMENT**

**(4) ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE**

**(5) APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER**

**AND**

**(6) RESUMPTION OF TRADING IN THE SHARES**

**Joint Financial Advisers to the Offeror**



**ALTUS CAPITAL LIMITED**

**Independent Financial Adviser to the Independent Board Committee**



## **SCHEME OF ARRANGEMENT**

The respective directors of the Offeror and the Company jointly announce that on [\*] October 2024, the Offeror and the Company have entered into the Implementation Agreement pursuant to which the parties have agreed to use all reasonable endeavours to implement the Proposal to be put forward to the holders of Scheme Shares for the privatisation of the Company by way of a scheme of arrangement under Section 86 of the Companies Act, subject to the satisfaction of the Pre-Conditions and satisfaction or waiver of the Conditions, as applicable, involving the cancellation of the Scheme Shares and, in consideration thereof, the payment to the Scheme Shareholders of the Cancellation Price in cash for each Scheme Share as soon as possible but in any event within seven (7) business days (as defined in the Takeovers Code) following the Effective Date, and the withdrawal of the listing of the Shares on the Stock Exchange.

Under the Scheme, the Scheme Shares will be cancelled in exchange for HK\$0.25 in cash for each Scheme Share. The Rollover Shares will not form part of the Scheme Shares and will not be cancelled. After the Scheme becoming effective, pursuant to the Rollover Agreement, the Rollover Shares will be transferred to the Offeror in exchange for such number of shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid so that the Rollover Shareholders will retain their interest in the Group through the Offeror.

Upon the completion of the Scheme and the transfers of the Rollover Shares pursuant to the Rollover Agreement, the Company will become wholly-owned by the Offeror.

If, after the Announcement Date, any dividend and/or other distribution and/or other return of capital is announced, declared or paid in respect of the Shares, the Offeror reserves the right to reduce the Cancellation Price by all or any part of the amount or value of such dividend, distribution and/or, as the case may be, return of capital after consultation with the Executive, in which case any reference in this joint announcement, the Scheme Document or any other announcement or document to the Cancellation Price will be deemed to be a reference to the Cancellation Price as so reduced. The Company has confirmed that it does not intend to announce, declare or pay any dividend, distribution or other return of capital before the Long Stop Date or the lapse, withdrawal or termination of the Scheme (whichever is earlier). As at the Announcement Date, the Company has no declared but unpaid dividends and/or other distribution and/or other return of capital.

**The Cancellation Price will not be increased, and the Offeror does not reserve the right to do so. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Cancellation Price.**

The Cancellation Price of HK\$0.25 represents:

- a premium of approximately 25.0% over the closing price of HK\$0.200 per Share as quoted on the Stock Exchange on the Last Trading Day;
- various premiums ranging between 23.8% and 41.2% over the average closing prices of Shares based on the daily closing prices as quoted on the Stock Exchange for 5, 30, 60, 120 and 180 trading days up to and including the Last Trading Day; and
- a discount of approximately 1.6% and 4.8% to the Group's net asset value attributable to the Shareholders of approximately HK\$0.2540 per Share (audited) and HK\$0.2627 per Share (unaudited) as at 31 December 2023 and 30 June 2024 respectively.

The making of the Proposal, and the implementation of the Scheme will be, subject to the satisfaction of the Pre-Conditions on or prior to the Pre-Conditions Long Stop Date. The Pre-Conditions cannot be waived. All references to the Scheme in this joint announcement are references to the possible Scheme which will be implemented if and only if, the Pre-Conditions are satisfied. If any of the Pre-Conditions is not satisfied on or before the Pre-Conditions Long Stop Date, the Proposal would not be made and the Shareholders will be notified by a further announcement as soon as practicable thereafter. The implementation of the Proposal and the Scheme will be conditional upon the fulfilment or waiver, as applicable, of all the Conditions as described in the section headed “Conditions of the Proposal” below. All of the Conditions must be fulfilled or waived, as applicable, on or before the Long Stop Date, failing which the Proposal and the Scheme will lapse.

## **FINANCIAL RESOURCES**

Taking into account that the Rollover Shares will not constitute Scheme Shares, and on the assumption that there is no other change in the issued share capital of the Company and no Share Options will be granted by the Company on or before the Record Date, the Proposal will involve the cancellation of 957,473,450 Scheme Shares, in exchange for the Cancellation Price of HK\$0.25 per Scheme Share in cash. Therefore, the maximum amount of cash consideration payable under the Proposal would be approximately HK\$239,368,362.50.

The Offeror intends to finance the cash requirement for the Proposal through internal resources of MayAir Technology and external debt financing available to the Offeror.

Altus and CMBC, the joint financial advisers to the Offeror in connection with the Proposal, are satisfied that sufficient financial resources are available to the Offeror for discharging its payment obligations in respect of the cash consideration payable under the Proposal.

## **SPECIAL DEAL RELATING TO ROLLOVER ARRANGEMENT**

The Offeror proposes that the Rollover Shareholders retain their respective interest in the Company through shareholding in the Offeror after the Scheme becomes effective.

As at the Announcement Date, the Rollover Shareholders (being concert parties of the Offeror) hold in aggregate 442,526,550 Shares, representing approximately 31.61% of the issued share capital of the Company. After the Scheme becomes effective, the Rollover Shares will be transferred to the Offeror in exchange for such number of shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid so that the Rollover Shareholders will retain their interest in the Group through the Offeror.

The Offeror is of the view that the Rollover Shareholders have been working with the Group in their respective managerial positions for a long time, and have the industry experience and expertise which will continue to benefit the development of the Group. It is therefore important for the Company to retain each Rollover Shareholder as a member of the management team of the Group and retain their interest in the Group through the Offeror after completion of the Scheme so that their interests are aligned with the Company and the Offeror, and they can and will continue to contribute to the development of the Group.

As part of the Proposal, the Offeror and the Rollover Shareholders have entered into the Rollover Arrangement comprising: (i) the Rollover Agreement; (ii) the Share Swap Agreement; (iii) the Deed of Indemnity; and (iv) the Shareholders’ Agreement, pursuant to which:

- (a) subject to the fulfillment of conditions of the Rollover Agreement, the Shares held by the Rollover Shareholders (i) will not form part of the Scheme Shares under the Scheme, and the Rollover Shareholders are not entitled to vote on the Scheme at the Court Meeting; and (ii) will not be cancelled and extinguished when the Scheme becomes effective, and accordingly the Rollover Shareholders will remain as the Shareholders after the Scheme becomes effective; and
- (b) after the Scheme becoming effective, the Rollover Shares will then be transferred to the Offeror in exchange for such number of shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid. After completion of the Scheme and the transfers of the Rollover Shares, the Rollover Shareholders will, through the Offeror, hold an indirect interest in the Company.

As the Rollover Arrangement contains special arrangements not offered to all Shareholders, the Rollover Arrangement constitutes a special deal and requires the consent of the Executive under Rule 25 of the Takeovers Code. The Offeror will make an application for consent from the Executive in relation to the Rollover Arrangement conditional on the Independent Financial Adviser confirming to the Independent Board Committee that the Rollover Arrangement is fair and reasonable as far as the Disinterested Shareholders are concerned and the passing of an ordinary resolution by the Disinterested Shareholders at the EGM to approve the Rollover Arrangement. Accordingly, as set out in Condition (f), the Proposal and the Scheme are subject to (i) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee confirming that the Rollover Arrangement is fair and reasonable as far as the Disinterested Shareholders are concerned; (ii) the passing of an ordinary resolution by the Disinterested Shareholders at the EGM to approve the Rollover Arrangement; and (iii) the grant of consent under Rule 25 of the Takeovers Code from the Executive to the Rollover Arrangement.

#### **INDEPENDENT BOARD COMMITTEE**

The Independent Board Committee, which comprises all the independent non-executive Directors, namely, Mr. Ng Seng Leong, Mr. Martin Giles Manen and Mr. Wu Chun Sing, has been established by the Board to make a recommendation, after taking into account the advice and recommendation from the Independent Financial Adviser to the Disinterested Shareholders as to whether the Proposal, the Scheme and the Rollover Arrangement are, or are not, fair and reasonable and as to voting at the Court Meeting and the EGM.

#### **INDEPENDENT FINANCIAL ADVISER**

The Board, with the approval of the Independent Board Committee, has appointed Quam Capital Limited as the Independent Financial Adviser to advise the Independent Board Committee in connection with the Proposal, the Scheme and the Rollover Arrangement pursuant to Rule 2.1 of the Takeovers Code.

#### **WITHDRAWAL OF LISTING OF SHARES**

Upon the Scheme becoming effective, all Scheme Shares will be cancelled and any share certificates for the Scheme Shares will thereafter cease to have effect as documents or evidence of title. The Company will apply to the Stock Exchange for the withdrawal of the listing of the Shares on the Stock Exchange in accordance with Rule 6.15(2) of the Listing Rules with effect immediately following the Effective Date.

#### **IF THE SCHEME IS NOT APPROVED OR THE PROPOSAL LAPSES**



The listing of the Shares on the Stock Exchange will not be withdrawn if the Scheme does not become effective or the Proposal otherwise lapses.

If the Scheme is not approved or the Proposal otherwise lapses, there are restrictions under the Takeovers Code on making subsequent offers, to the effect that neither the Offeror nor any person who acted in concert with the Offeror in the course of the Proposal (nor any person who is subsequently acting in concert with any of them) may, within 12 months from the date on which the Scheme is not approved or the Proposal otherwise lapses, (i) announce an offer or possible offer for the Company, or (ii) acquire any voting rights of the Company if the Offeror or persons acting in concert with it would thereby become obliged under Rule 26 of the Takeovers Code to make an offer, in each case except with the consent of the Executive.

#### **DESPATCH OF SCHEME DOCUMENT**

The Scheme Document containing, among others: (i) further details of the Proposal, the Scheme and the Rollover Arrangement; (ii) the expected timetable in relation to the Proposal and the Scheme; (iii) an explanatory memorandum as required under the Companies Act and the rules of the Grand Court; (iv) information regarding the Company; (v) recommendations from the Independent Board Committee with respect to the Proposal, the Scheme and the Rollover Arrangement, and the letter of advice from the Independent Financial Adviser; and (vi) a notice of the Court Meeting and a notice of the EGM, together with forms of proxy in relation thereto, will be despatched to the Shareholders as soon as practicable after the satisfaction of the Pre-Conditions and in compliance with the requirements of the Takeovers Code, the Companies Act, the Grand Court and other applicable laws and regulations.

#### **TRADING HALT AND RESUMPTION**

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 1:00 p.m. on 8 October 2024 pending the release of this joint announcement.

An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on [\*] October 2024.

#### **WARNINGS:**

**The making of the Proposal is subject to the satisfaction of the Pre-Conditions. Shareholders and potential investors should be aware that the implementation of the Proposal and the Scheme is subject to the Conditions being fulfilled or waived (including the approval of the Rollover Arrangement as a special deal under Rule 25 of the Takeovers Code), as applicable, and thus the Proposal may or may not be implemented, and the Scheme may or may not become effective. Shareholders and potential investors should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.**

*This joint announcement is not intended to and does not constitute, or form part of, any offer to sell or subscribe for or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Proposal or otherwise, nor shall there be any sale, issuance or transfer of securities of the Company in any jurisdiction in contravention of applicable law. The Proposal will be made solely through the Scheme Document, which will contain the full terms and conditions of the Proposal, including details of how to vote on the Proposal. Any approval, rejection or other response to the Proposal should be made only on the basis of information in the Scheme Document or any other document by which the Proposal is made.*

*The availability of the Proposal to persons who are not resident in Hong Kong may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not so resident in Hong Kong should inform themselves about, and observe, any applicable legal or regulatory requirements of their jurisdictions. Further details in relation to overseas shareholders will be contained in the Scheme Document.*

### **NOTICE TO US INVESTORS**

*The Proposal is being made to cancel the securities of a company incorporated in the Cayman Islands by means of a scheme of arrangement provided for under the laws of the Cayman Islands and is subject to Hong Kong disclosure requirements which are different from those of the United States.*

*A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules of the US Securities Exchange Act of 1934, as amended. Accordingly, the Proposal is subject to the disclosure requirements and practices applicable in the Cayman Islands and Hong Kong to schemes of arrangement which differ from the disclosure and procedural requirements applicable under the US federal securities laws.*

*The receipt of cash pursuant to the Proposal by a US holder of Scheme Shares as consideration for the cancellation of his Scheme Shares pursuant to the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other tax laws. Each holder of Scheme Shares is urged to consult his independent professional adviser immediately regarding the tax consequences of the Proposal applicable to him/her/it.*

*It may be difficult for US holders of Scheme Shares to enforce their rights and claims arising out of the US federal securities laws, since the Offeror and the Company are located in a country other than the United States, and some or all of their officers and directors may be residents of a country other than the United States. US holders of Scheme Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.*

*Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved the Proposal or the Scheme, or determined if this joint announcement is accurate or complete. Any representation to the contrary is a criminal offence in the United States. This joint announcement is not intended to, and does not, constitute, or form part of, an offer or invitation to purchase or subscribe for any securities of the Company in the United States.*

*Financial information disclosed in respect of the Proposal and the Scheme has been or will have been prepared in accordance with non-U.S. accounting standards that may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States*

## **INTRODUCTION**

On [\*] October 2024, the Offeror and the Company have entered into the Implementation Agreement pursuant to which the parties have agreed to use all reasonable endeavours to implement the Proposal to be put forward to the holders of Scheme Shares for the privatisation of the Company by way of a scheme of arrangement under Section 86 of the Companies Act, subject to the satisfaction of the Pre-Conditions and satisfaction or waiver of the Conditions, as applicable, involving the cancellation of the Scheme Shares and, in consideration thereof, the payment to the Scheme Shareholders of the Cancellation Price in cash for each Scheme Share as soon as possible but in any event within seven (7) business days (as defined in the Takeovers Code) following the Effective Date, and the withdrawal of the listing of the Shares on the Stock Exchange.

If the Proposal is approved and implemented, under the Scheme, the Scheme Shares will, on the Effective Date, be cancelled and extinguished. Contemporaneously with such cancellation and extinguishment, the share capital of the Company will be increased and restored by the issuance at par to the Offeror, credited as fully paid, of the aggregate number of Shares as is equal to the number of Scheme Shares cancelled pursuant to the Scheme. The reserve created in the Company's books of account as a result of the cancellation of the Scheme Shares will be applied in paying up in full at par the new Shares so issued, credited as fully paid, to the Offeror.

The Rollover Shares will not form part of the Scheme Shares and will not be cancelled. After the Scheme becoming effective, pursuant to the Rollover Agreement, the Rollover Shares will be transferred to the Offeror in exchange for such number of shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid so that the Rollover Shareholders will retain their interest in the Group through the Offeror.

Upon the completion of the Scheme and the transfers of the Rollover Shares pursuant to the Rollover Agreement, the Company will become wholly-owned by the Offeror.

## **TERMS OF THE PRE-CONDITIONAL PROPOSAL**

Subject to the satisfaction of the Pre-Conditions, the Proposal will be implemented by way of the Scheme.

### **The Scheme**

Under the Scheme, the Scheme Shares will be cancelled in exchange for HK\$0.25 in cash for each Scheme Share. Under the Scheme, the total consideration payable for cancellation of the Scheme Shares will be paid by the Offeror.

If, after the Announcement Date, any dividend and/or other distribution and/or other return of capital is announced, declared or paid in respect of the Shares, the Offeror reserves the right to reduce the Cancellation Price by all or any part of the amount or value of such dividend, distribution and/or, as the case may be, return of capital after consultation with the Executive, in which case any reference in this joint announcement, the Scheme Document or any other announcement or document to the Cancellation Price will be deemed to be a reference to the Cancellation Price as so reduced. The Company has confirmed that it does not intend to announce, declare or pay any dividend, distribution or other return of capital before the Long Stop Date or the lapse, withdrawal or termination of the Scheme (whichever is earlier). As at the Announcement Date, the Company has no declared but unpaid dividends and/or other distribution and/or other return of capital.

**The Cancellation Price will not be increased, and the Offeror does not reserve the right to do so. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Cancellation Price.**

### **Comparison of Value**

The Cancellation Price of HK\$0.25 represents:

- a premium of approximately 25.0% over the closing price of HK\$0.200 per Share as quoted on the Stock Exchange on the Last Trading Day;
- a premium of approximately 23.8% over the average closing price of approximately HK\$0.202 per Share based on the daily closing prices as quoted on the Stock Exchange for the 5 trading days up to and including the Last Trading Day;
- a premium of approximately 30.2% over the average closing price of approximately HK\$0.192 per Share based on the daily closing prices as quoted on the Stock Exchange for the 30 trading days up to and including the Last Trading Day;
- a premium of approximately 39.7% over the average closing price of approximately HK\$0.179 per Share based on the daily closing prices as quoted on the Stock Exchange for the 60 trading days up to and including the Last Trading Day;
- a premium of approximately 41.2% over the average closing price of approximately HK\$0.177 per Share based on the daily closing prices as quoted on the Stock Exchange for the 120 trading days up to and including the Last Trading Day;
- a premium of approximately 38.1% over the average closing price of approximately HK\$0.181 per Share based on the daily closing prices as quoted on the Stock Exchange for the 180 trading days up to and including the Last Trading Day;
- a discount of approximately 1.6% to the Group's net asset value attributable to the Shareholders of approximately HK\$0.2540 per Share pursuant to the latest audited consolidated financial statements of the Company as at 31 December 2023, calculated based on the audited consolidated net asset value attributable to the Shareholders of RMB322,236,000 (based on the exchange rate of HK\$1: RMB0.90622, the central parity rate published by the People's Bank of China on its website as at 29 December 2023 for illustrative purposes) as at 31 December 2023 and the Shares in issue as at the Announcement Date;
- a discount of approximately 4.8% to the Group's net asset value attributable to the Shareholders of approximately HK\$0.2627 per Share pursuant to the latest unaudited consolidated financial statements of the Company as at 30 June 2024, calculated based on the unaudited consolidated net asset value attributable to the Shareholders of RMB335,670,000 (based on the exchange rate of HK\$1: RMB0.91268, the central parity rate published by the People's Bank of China on its website as at 28 June 2024 for illustrative purposes) as at 30 June 2024 and the Shares in issue as at the Announcement Date; and
- a discount of approximately 3.2% to the Group's adjusted net asset value attributable to the Shareholders of HK\$0.2583 per Share, pursuant to the latest unaudited consolidated financial statements of the Company as at 30 June 2024, calculated based on the unaudited consolidated net asset value attributable to the Shareholders of RMB335,670,000 (based on the exchange rate of HK\$1: RMB0.91268, the central parity rate published by the People's Bank of China on

its website as at 28 June 2024 for illustrative purposes) as at 30 June 2024 and the Shares in issue as at the Announcement Date, adjusted with reference to the interim dividend declared and paid of HK\$0.0044 per Share.

The Cancellation Price has been determined on an arm's length commercial basis after taking into account the historical prices and trading volume of the Shares on the Stock Exchange, net asset value per Share and recent financial performance of the Company.

### **Highest and Lowest Prices**

During the six-month period immediately up to and including the Last Trading Day, the highest closing price of the Shares as quoted on the Stock Exchange was HK\$0.212 on 7 October 2024 and the lowest closing price of the Shares as quoted on the Stock Exchange was HK\$0.156 on 27 June 2024.

### **Total Consideration and Financial Resources**

Taking into account that the Rollover Shares will not constitute Scheme Shares, and on the assumption that there is no other change in the issued share capital of the Company and no Share Options will be granted by the Company on or before the Record Date, the Proposal will involve the cancellation of 957,473,450 Scheme Shares, in exchange for the Cancellation Price of HK\$0.25 per Scheme Share in cash. Therefore, the maximum amount of cash consideration payable under the Proposal would be approximately HK\$239,368,362.50.

The Offeror intends to finance the cash requirement for the Proposal through internal resources of MayAir Technology and external debt financing available to the Offeror.

Altus and CMBC, the joint financial advisers to the Offeror in connection with the Proposal, are satisfied that sufficient financial resources are available to the Offeror for discharging its payment obligations in respect of the cash consideration payable under the Proposal.

### **PRE-CONDITIONS TO THE MAKING OF THE PROPOSAL**

The making of the Proposal and completion of the Scheme are conditional upon the following Pre-Conditions having been satisfied on or prior to the Pre-Conditions Long Stop Date:

- (a) all necessary internal decision-making procedures and approval and filing procedures in respect of the transactions contemplated under the Proposal having been completed by MayAir Technology, being (i) the approval of the board of directors of MayAir Technology; and (ii) the approval of the general meeting of the shareholders of MayAir Technology; and
- (b) with respect to the applicable outbound direct investment laws and regulations, all relevant approvals, registrations, filings, reports (as the case may be), have been obtained from, completed with and/or made to (as the case may be): (i) the National Development and Reform Commission of the PRC; (ii) the Ministry of Commerce of the PRC; and (iii) the State Administration of Foreign Exchange of the PRC, or the respective local authorities or delegates or institutions authorised by each of (i) to (iii).

The Pre-Conditions cannot be waived. Further announcement(s) will be made as soon as practicable after all of the Pre-Conditions have been satisfied. All references to the Scheme in this announcement are references to the possible Scheme which will be implemented if and only if, the Pre-Conditions are satisfied. If any of the Pre-Conditions is not satisfied on or before the Pre-Conditions Long Stop Date, the Proposal would not be made and the Shareholders will be notified by a further announcement as soon as practicable thereafter.

As at the Announcement Date, save for the approval of the board of directors of MayAir Technology under paragraph (a)(i), none of the other Pre-Conditions has been satisfied.

## **CONDITIONS OF THE PROPOSAL**

Upon satisfaction of the Pre-Conditions, the implementation of the Proposal is, and the Scheme will become effective and binding on the Company and all Scheme Shareholders, subject to the fulfilment or waiver (as applicable) of the following Conditions:

- (a) the approval of the Scheme (by way of poll) by the Scheme Shareholders, representing not less than 75% in value of the Scheme Shares held by the holders of the Scheme Shares present and voting either in person or by proxy at the Court Meeting;
- (b) the approval of the Scheme (by way of poll) by Disinterested Shareholders holding at least 75% of the votes attaching to the Scheme Shares held by Disinterested Shareholders that are voted either in person or by proxy at the Court Meeting, provided that the number of votes cast (by way of poll) by the Disinterested Shareholders present and voting either in person or by proxy at the Court Meeting against the resolution to approve the Scheme at the Court Meeting is not more than 10% of the votes attaching to all Scheme Shares held by all Disinterested Shareholders;
- (c) the passing of a special resolution by a majority of not less than three-fourths of the votes cast by the Shareholders present and voting in person or by proxy at an extraordinary general meeting of the Company to (i) approve and give effect to any reduction of the share capital of the Company on the Effective Date as a result of the cancellation and extinguishment of the Scheme Shares; and (ii) contemporaneously therewith increase and restore the issued share capital of the Company to the amount prior to the cancellation of the Scheme Shares by applying the reserve created as a result of the aforesaid cancellation of the Scheme Shares to pay up in full at par such number of new Shares as is equal to the number of Scheme Shares cancelled as a result of the Scheme, credited as fully paid, for issuance to the Offeror;
- (d) the Grand Court's sanction of the Scheme (with or without modifications) and, to the extent necessary, its confirmation of any reduction of the share capital of the Company, and the delivery to the Registrar of Companies in the Cayman Islands of a copy of the order of, and minutes approved by, the Grand Court for registration;
- (e) compliance, to the extent necessary, with the applicable procedural requirements and conditions, if any, under Sections 15 and 16 of the Companies Act in relation to any reduction of the issued share capital of the Company;
- (f) (i) the receipt of an opinion from the Independent Financial Adviser confirming that the Rollover Arrangement is fair and reasonable so far as the Disinterested Shareholders are concerned; (ii) the passing of an ordinary resolution by the Disinterested Shareholders at the extraordinary general meeting of the Company to approve the Rollover Arrangement; and (iii) the grant of consent under Rule 25 of the Takeovers Code from the Executive in respect of the Rollover Arrangement;
- (g) all necessary authorisations, registrations, filings, rulings, consents, opinions, permissions and approvals in connection with the Proposal having been obtained from, given by or made with (as the case may be) the Relevant Authorities, in the Cayman Islands, Hong Kong and any other relevant jurisdictions;

- (h) all necessary authorisations, registrations, filings, rulings, consents, opinions, permissions and approvals in connection with the Proposal remaining in full force and effect without variation, and all necessary statutory or regulatory obligations in all relevant jurisdictions having been complied with and no requirement having been imposed by any Relevant Authorities which is not expressly provided for, or is in addition to requirements expressly provided for, in relevant laws, rules, regulations or codes in connection with the Proposal or any matters, documents (including circulars) or things relating thereto, in each aforesaid case up to and at the time when the Scheme becomes effective;
- (i) all necessary consents which may be required for the implementation of the Proposal and the Scheme under any existing contractual obligations of the Company having been obtained or waived by the relevant party(ies), where any failure to obtain such consent or waiver would have a material adverse effect on the business of the Group;
- (j) no government, governmental, quasi-governmental, statutory or regulatory body, court or agency in any jurisdiction having taken or instituted any action, proceeding, suit, investigation or enquiry, or enacted, made or proposed, issued, enforced or imposed (including without limitation through interpreting, amending, restating or supplementing) any statute, regulation, demand or order that would make the Proposal or the Scheme or its implementation in accordance with its terms void, unenforceable, illegal or impracticable (or which would impose any material and adverse conditions or obligations with respect to the Proposal or the Scheme or its implementation in accordance with its terms), other than such actions, proceedings, suits, investigations or enquiries that would not have a material adverse effect on the legal ability of the Offeror to proceed with the Proposal or the Scheme; and
- (k) since the Announcement Date, there having been no adverse change in the business, assets, prospects, profits, losses, results of operations, financial position or condition of the Group (to an extent which is material in the context of the Group taken as a whole or in the context of the Proposal or the Scheme).

The Offeror reserves the right to waive conditions (g), (h), (i), (j) and (k) either in whole or in part, either generally or in respect of any particular matter. Conditions (a) to (f) cannot be waived in any event. Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror may only invoke any or all of the Conditions as a basis for not proceeding with the Proposal if the circumstances which give rise to the right to invoke any such Condition are of material significance to the Offeror in the context of the Proposal. The Company has no right to waive any of the Conditions.

All of the above Conditions will have to be fulfilled or waived, as applicable, on or before the Long Stop Date, failing which the Proposal and the Scheme will lapse.

In respect of Conditions (g) and (h), as at the Announcement Date, other than those set out in Conditions (a) to (f) (inclusive), the Offeror is not aware of any necessary authorisations, registrations, filings, rulings, consents, opinions, permissions and approvals required for the Proposal. As at the Announcement Date, the Offeror is not aware of any circumstances which may result in Conditions (i), (j) and (k) not being satisfied.

**Warning: The making of the Proposal is subject to the satisfaction of the Pre-Conditions. Shareholders and potential investors should be aware that the implementation of the Proposal and the Scheme is subject to the Conditions being fulfilled or waived (including the approval of the Rollover Arrangement as a special deal under Rule 25 of the Takeovers Code), as applicable, and thus the Proposal may or may not be implemented, and the Scheme may or may not become effective. Shareholders and potential investors should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.**

## SHAREHOLDING STRUCTURE OF THE COMPANY

As at the Announcement Date, the authorised share capital of the Company was HK\$100,000,000 divided into 10,000,000,000 Shares, and the issued share capital of the Company was HK\$14,000,000 divided into 1,400,000,000 Shares. All of the Shares are fully paid and rank pari passu in all respects as regards to rights to capital, dividends and voting. The Company has no other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in issue.

As at the Announcement Date:

- (a) the Offeror does not hold any Shares;
- (b) the Offeror Concert Parties comprise:
  - (i) the Rollover Shareholders who hold in aggregate 442,526,550 Shares, representing approximately 31.61% of the issued share capital of the Company, being the Rollover Shares, which will not form part of the Scheme Shares; and
  - (ii) the Other Founding Shareholders who hold in aggregate 331,315,150 Shares, representing approximately 23.66% of the issued share capital of the Company, which will form part of the Scheme Shares. These Other Founding Shareholders are acting in concert with Mr. Ng, Mr. Chin and Mr. Law, who are also the Rollover Shareholders. pursuant to the AIC Confirmation where they have confirmed that, among others, they have been acting in concert with each other for the entire duration when all of them were/are contemporaneously either the legal and/or beneficial owners of shares in each of the Group companies, and shall continue to centralise the ultimate control and right to make decisions with respect to their interest in the Group's businesses. Accordingly, the Other Founding Shareholders are acting in concert with the Offeror for the purpose of the Takeovers Code.
- (c) Mr. Ng Seng Leong, an independent non-executive Director, held 70,000 Shares, representing approximately 0.01% of the issued share capital of the Company, which will form part of the Scheme Shares and he will be a Disinterested Shareholders;
- (d) Other Disinterested Shareholders held in aggregate 626,088,300 Shares, representing approximately 44.72% of the issued share capital of the Company, which will form part of the Scheme Shares; and
- (e) the Scheme Shares, comprising 957,473,450 Shares (being the number of Shares in (b)(ii), (c) and (d) above), represent approximately 68.39% of the issued share capital of the Company.

As at the Announcement Date, there were no outstanding options, warrants, derivatives or other securities issued by the Company that carry a right to subscribe for or which were convertible into Shares.

On the assumption that there is no change in shareholdings of the Company, the table below sets out the shareholding structure of the Company as at the Announcement Date and immediately upon completion of the Proposal and the transfers of the Rollover Shares pursuant to the Rollover Agreement, and assuming there is no other change in shareholding of the Company before completion of the Proposal:



Shareholders	As at the Announcement Date		Immediately upon completion of the Proposal and transfers of the Rollover Shares	
	<i>Number of Shares</i>	<i>%</i>	<i>Number of Shares</i>	<i>%</i>
Offeror	-	-	1,400,000,000	100.00
<b>Offeror Concert Parties</b>				
<b><i>Shares held not subject to the Scheme</i></b>				
Rollover Shareholders ( <i>Note 1</i> )	442,526,550	31.61	-	-
<b><i>Shares held subject to the Scheme</i></b>				
Mr. Francis Chia	150,803,100	10.77	-	-
Mong Tet ( <i>Note 2</i> )				
Mr. Ng Boon Hock ( <i>Note 2</i> )	54,129,750	3.86	-	-
Mr. Chang Chin Sia ( <i>Note 2</i> )	40,019,750	2.86	-	-
Ms. Yap Chui Fan ( <i>Note 2</i> )	37,911,600	2.71	-	-
Mr. Lim Kai Seng ( <i>Note 2</i> )	36,877,050	2.63	-	-
Mr. Phang Chee Kin ( <i>Note 2</i> )	6,466,950	0.46	-	-
Mr. Loh Wei Loon ( <i>Note 2</i> )	5,106,950	0.36	-	-
<b>Subtotal</b>	<b>331,315,150</b>	<b>23.66</b>	<b>-</b>	<b>-</b>
<b>Aggregate number of Shares of the Offeror and the Offeror Concert Parties</b>	<b>773,841,700</b>	<b>55.27</b>	<b>1,400,000,000</b> <i>(Note 4)</i>	<b>100.00</b>
<b>Disinterested Shareholders</b>				
Director - Mr. Ng Seng Leong ( <i>Note 3</i> )	70,000	0.01	-	-
Other Disinterested Shareholders	626,088,300	44.72	-	-
<b>Aggregate number of Shares of the Disinterested Shareholders</b>	<b>626,158,300</b>	<b>44.73</b>	<b>-</b>	<b>-</b>
<b>Total number of Shares in issue</b>	<b>1,400,000,000</b>	<b>100.00</b>	<b>1,400,000,000</b>	<b>100.00</b>
<b>Total number of Scheme Shares</b>	<b>957,473,450</b> ( <i>Note 5</i> )	<b>68.39</b>	<b>-</b>	<b>-</b>

Notes:

1. The Rollover Shareholders are acting in concert with the Offeror for the purpose of the Takeovers Code as a result of the Rollover Arrangement. The Shares in which the Rollover Shareholders are interested will not form part of the Scheme Shares and will not be cancelled.
2. Pursuant to the AIC Confirmation, the Other Founding Shareholders are acting in concert with Mr. Ng, Mr. Chin and Mr. Law, who are also the Rollover Shareholders. Accordingly, the Other Founding Shareholders are acting in concert with the Offeror for the purpose of the Takeovers Code. However, the Shares in which the Other Founding Shareholders are interested will form part of the Scheme Shares and will be cancelled.
3. Mr. Ng Seng Leong, an independent non-executive Director, held 70,000 Shares as at the Announcement Date. Mr. Ng Seng Leong is not acting in concert with the Offeror.
4. On the assumption that there is no other change in the shareholding of the Company before completion of the Proposal. Under the Scheme, the Scheme Shares will be cancelled and extinguished, and contemporaneously with such cancellation and extinguishment, the share capital of the Company will be increased and restored by the issuance at par to the Offeror, credited as fully paid, of the same number of Shares as is equal to the number of Scheme Shares cancelled and extinguished. The reserve created in the Company's books of account as a result of the cancellation of the Scheme Shares will be applied in paying up in full at par the new Shares so issued to the Offeror.
5. Scheme Shares are the Shares held by the Shareholders, other than the Rollover Shares.

## **ARRANGEMENTS MATERIAL TO THE PROPOSAL**

### **Implementation Agreement**

On [\*] October 2024, the Offeror, and the Company entered into the Implementation Agreement, pursuant to which the parties have agreed to use all reasonable endeavours to do all such things within their power to implement the Proposal, subject to the satisfaction of the Pre-Conditions and satisfaction or waiver of the Conditions, as applicable, and cooperate to obtain all approvals required in connection with the Proposal.

Under the Implementation Agreement, the Company has undertaken to the Offeror to:

- (a) use all reasonable endeavours to implement the Scheme; and
- (b) procure that, prior to the earlier of the Effective Date and termination of the Implementation Agreement, unless otherwise approved by the Shareholders in a general meeting in accordance with Rule 4 of the Takeovers Code, the Group shall not take certain actions, including (amongst others):
  - (i) carrying on its business other than in the ordinary and usual course;
  - (ii) issuing, authorising or proposing the issue of any securities or making any change to its share capital, other than in respect of wholly-owned member of the Group or pursuant to the terms of any shareholders' agreement governing any member of the Group;
  - (iii) in respect of the Company only, recommending, proposing, declaring, paying or making any bonus issue, dividend or other distribution;
  - (iv) entering into any merger or acquiring or disposing of any material assets;
  - (v) incurring any indebtedness or creating any encumbrance, other than in the ordinary and usual course of business;
  - (vi) creating or agreeing to create any encumbrance over its business or any asset except in the ordinary and usual course of business of the Group; or

- (vii) transferring or assigning to any third party any intellectual property which it owns or has the right of use as at the date of the Implementation Agreement as well as any other intellectual property which it subsequently acquires or obtains the right of use of.

The Company has further undertaken, amongst other things, that it will not, and will procure that no member of the Group shall, directly or indirectly:

- (a) solicit, encourage, or otherwise seek to procure the submission of proposals, indications of interests or offers of any kind which are reasonably likely to lead to an alternative offer from any person other than the Offeror; and
- (b) enter into, or participate in, any discussions or negotiations (other than responding to unsolicited enquiries) with any such person in relation to an alternative offer or provide any due diligence information on the Company and the Group to any third party in connection therewith, save to the extent that, based on the written advice of external legal counsel:
  - (i) the Board reasonably considers that they are likely to be in breach of their directors' duties or statutory duties not to do so; or
  - (ii) they are required to do so under Rule 6 of the Takeovers Code or other applicable laws.

Nothing in the Implementation Agreement is intended to prevent or deprive:

- (a) the Shareholders from having the opportunity to consider; or
- (b) the Company from considering, in each case, any unsolicited alternative offers, proposals or transactions in respect of, or for, the issued ordinary share capital or assets or undertakings (whether the whole or a substantial part) of the Company or the Group from any person other than the Offeror.

The Implementation Agreement will be terminated if the Scheme is not approved or the Proposal otherwise lapses or is withdrawn.

### **Special deal relating to the Rollover Arrangement**

The Offeror proposes that the Rollover Shareholders retain their respective interest in the Company through shareholding in the Offeror after the Scheme becomes effective. As part of the Proposal, the Offeror and the Rollover Shareholders have entered into the Rollover Arrangement comprising: (i) the Rollover Agreement; (ii) the Share Swap Agreement; (iii) the Deed of Indemnity; and (iv) the Shareholders' Agreement, pursuant to which after the Scheme becomes effective, the Rollover Shares will be transferred to the Offeror in exchange for such number of shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid so that the Rollover Shareholders will retain their interest in the Group through the Offeror. The Rollover Shareholders, in aggregate, held 442,526,550 Shares (representing approximately 31.61% of the issued share capital of the Company) as at the Announcement Date. Accordingly, the Rollover Shares will not form part of the Scheme Shares.

### **Information on the Rollover Shareholders**

No.	Name	Position	Major responsibilities and contributions to the Group	Number of Shares held	Shareholding percentage (%)
1.	Mr. Ng Yew Sum	Executive Director,	Mr. Ng Yew Sum joined the Group in January 1990. He is	340,028,550	24.29

		Chairman of the Board and director of all of subsidiaries of the Group	primarily responsible for overseeing the business operation as well as business development and strategy of the Group.		
2.	Mr. Law Eng Hock	Executive Director, General Manager of China operation of the Group	Mr. Law Eng Hock joined the Group in September 2001 and was primarily responsible for overseeing the overall operations in sales and marketing, engineering as well as manufacturing.	60,040,050	4.29
3.	Mr. Chin Sze Kee	Executive Director and director of certain subsidiaries of the Group	Mr. Chin Sze Kee joined the Group in March 2001 and was primarily responsible for overseeing the overall operations in sales and marketing, engineering as well as the manufacturing operations of the Group in Malaysia.	37,091,850	2.65
4.	Mr. Luah Kok Lam	General Manager (Overseas Operations)	Mr. Luah Kok Lam joined the Group in January 2007 and was primarily responsible for overseeing the overseas business development and marketing of the Group.	5,366,100	0.38

The Offeror is of the view that the Rollover Shareholders have been working with the Group in their respective managerial positions for a long time, and have the industry experience and expertise which will continue to benefit the development of the Group. It is therefore important for the Company to retain each Rollover Shareholder as a member of the management team of the Group and retain their interest in the Group through the Offeror after completion of the Scheme so that their interests are aligned with the Company and the Offeror, and they can and will continue to contribute to the development of the Group.

The following sets out further details of the Rollover Arrangement:

***(i) The Rollover Agreement***

On [\*] October 2024, the Offeror and the Rollover Shareholders entered into the Rollover Agreement, pursuant to which:

- (c) subject to the fulfillment of conditions of the Rollover Agreement, the Shares held by the Rollover Shareholders (i) will not form part of the Scheme Shares under the Scheme and will not be voted on the Scheme at the Court Meeting; and (ii) will not be cancelled and extinguished when the Scheme becomes effective, and accordingly the Rollover Shareholders will remain as the Shareholders after the Scheme becomes effective;
- (d) after the Scheme becoming effective, the Rollover Shares will then be transferred to the Offeror in exchange for such number of shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid. After completion of the Scheme and the transfers of the Rollover Shares, the Rollover Shareholders will, through the Offeror, hold an indirect interest in the Company;

- (e) each of the Rollover Shareholders has undertaken that (i) he will not, directly or indirectly, take any action which will preclude, prejudice, restrict or delay the successful outcome of the Scheme or the Proposal or the withdrawal of listing of Shares on the Stock Exchange or otherwise conflict with or diminish his obligations under the Rollover Agreement; and (ii) subject to compliance with relevant laws and regulations, he will do all such acts and things and execute all such documents as may be reasonably required by the Offeror to give effect to the undertakings contained in the Rollover Agreement;
- (f) each of the Rollover Shareholders has undertaken that, to the extent permitted under the Takeovers Code, the Listing Rules and applicable laws and regulations, to exercise, or, as the case may be, to procure the exercise of the voting rights in respect of the Shares owned by him directly on resolutions in relation to the Scheme which such Rollover Shareholders are entitled to vote in accordance with the Offeror's directions, and in the absence of any such directions, to vote in favour of all resolutions which such Rollover Shareholders are entitled to vote and which are necessary to implement the Scheme proposed at a court meeting and/or a general meeting of the Company, and that he shall be bound by, and take all actions necessary to implement the Scheme; and
- (g) before the Scheme becomes effective, lapses or is withdrawn, the Rollover Shareholders shall not (i) directly or indirectly, sell, transfer, charge, encumber, grant any option over or otherwise dispose of any interest in any of the Shares held by him in the Company; (ii) accept, or give any undertaking (whether conditional or unconditional) to accept, exercise voting rights attached to the Shares held by him to approve or otherwise agree to any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of such Shares or disposal of material assets of the Company and its subsidiaries by any person other than pursuant to the Scheme; and (iii) acquire, subscribe for or otherwise deal in the shares, convertible securities, options or other securities of the Company without prior consent of the Offeror.

Pursuant to the Rollover Agreement, the Rollover Shareholders and the Offeror will enter into the Share Swap Agreement, the Deed of Indemnity and the Shareholders' Agreement to implement the Rollover Arrangement.

The Rollover Agreement will be terminated upon the earlier of (i) any of the Pre-Conditions is not satisfied on or before the Pre-Conditions Long Stop Date; (ii) when the Scheme lapses or is withdrawn, terminated, rescinded by the Offeror or is finally dismissed, finally refused or finally rejected by the Grand Court; or (iii) the date as the parties thereto otherwise agree in writing (but without prejudice to any accrued liabilities arising prior to such termination).

#### **Conditions of the Rollover Arrangement**

The implementation of the Rollover Arrangement is subject to the fulfillment of the following conditions:

- (a) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee that the Rollover Arrangement is fair and reasonable so far as the Disinterested Shareholders are concerned;
- (b) the passing of an ordinary resolution by the Disinterested Shareholders at the EGM to approve, among others, the Rollover Arrangement;
- (c) the Scheme becoming effective; and

- (d) the grant of consent from the Executive in respect of the Rollover Arrangement pursuant to note 3 to Rule 25 of the Takeovers Code.

**(ii) *The Share Swap Agreement***

On [\*] October 2024, the Rollover Shareholders and the Offeror entered into the Share Swap Agreement, which shall take effect after the Scheme becoming effective, pursuant to which the Rollover Shareholders will, after the Effective Date, transfer the Rollover Shares, free from all encumbrances and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the completion date, at the consideration being equivalent to the Cancellation Price per Rollover Share, to the Offeror, in exchange for the allotment and issuance of such number of new shares to be issued by the Offeror (representing approximately 31.61% of the issued and paid-up share capital of the Offeror) to the Rollover Shareholders credited as fully paid, so that the shareholding of the Rollover Shareholders in the Offeror after the share swap mirrors their shareholding in the Company prior to the Effective Date. The Share Swap Agreement contains certain indemnity by the Rollover Shareholders in favour of the Offeror for breach of certain warranties on, among other things, corporate matters, accounts and taxation matters of the Group as at the Effective Date.

Upon completion of the Share Swap Agreement, the Rollover Shareholders and MayAir Technology will hold direct interests in the Offeror as to approximately 31.61% and 68.39%, respectively. Accordingly, the Rollover Shareholders will, through the Offeror, hold an indirect interest in the Company.

**(iii) *The Deed of Indemnity***

In consideration of the Proposal put forth by the Offeror and the entering into of the Rollover Arrangement by the Offeror, on [\*] October 2024, the Rollover Shareholders executed the Deed of Indemnity in favour of the Offeror regarding, among other things, (i) certain warranties on, among other things, corporate matters, accounts and taxation matters of the Group as at the date of the Deed of Indemnity and as at the Effective Date; and (ii) undertakings to (a) vote in favour of all matters necessary for the implementation of the Scheme at the EGM except for matters which the Rollover Shareholders are required to abstain from voting, including the Rollover Arrangement; (b) not to dispose of any Shares held or accept any other offer to acquire such Shares; and (c) not to solicit any person other than the Offeror to make a proposal competing to the Proposal provided that this shall not prevent the Rollover Shareholders from responding to any unsolicited proposals from any person to the extent such response is necessary to comply with the directions, rulings, notices or orders of any relevant governmental authority and any applicable laws.

**(iv) *The Shareholders' Agreement***

On [\*] October 2024, the Rollover Shareholders and the Offeror entered into the Shareholders' Agreement, which shall take effect after the completion of the Share Swap Agreement (being after the Effective Date), in respect of the governance of the Offeror. A summary of the key terms of the Shareholders' Agreement is set out below:

- (a) **Board composition.** The board of directors of the Offeror shall comprise not more than three directors: (i) two of which shall be directors nominated by MayAir Technology; and (ii) one of which shall be a director nominated by the Rollover Shareholders for so long as the Rollover Shareholders in aggregate hold no less than 10% of the total number of Offeror shares, one of whom shall be Mr. Ng.
- (b) **Funding.** All further financial requirements of the Group shall be funded by external borrowings and/or shareholders' loan from MayAir Technology (on such terms as may be

determined by the board of directors of the Offeror). The lending shareholder shall be entitled to charge a reasonable rate of interest under the prevailing market interest rate.

- (c) **Reserved matters.** No reserved matters may be approved, carried out, taken or implemented by the Offeror unless duly approved by the board of directors of the Offeror or the unanimous consent of all shareholders of the Offeror, as the case maybe.

Such reserved matters to be approved with unanimous affirmative vote of the board of directors of the Offeror include, among other things: (i) making any borrowing other than borrowings from its bankers agreed in the approved annual budget; (ii) making any material changes to annual budget; (iii) entering into employment contracts with payment of remuneration in excess of HK\$500,000 or its equivalent per annum but below HK\$2,000,000 or its equivalent per annum or increasing the remuneration of any single person to a rate up to HK\$300,000 per annum; (iv) making any loan or granting any credit or giving any guarantee or indemnity otherwise than in the ordinary course of business; (v) incurring of capital and operating expenditure, other than as approved in the annual budget up to HK\$2,000,000 or its equivalent in any twelve month period; or (vi) entering into any related party transactions with any directors or key management of any members of the Group and/or shareholders of the Offeror.

Such reserved matters to be approved with 90% majority votes of shareholders of the Offeror include, among other things: (i) permitting the registration of any person as a shareholder of the Offeror other than any permitted transferees or the sale or transfer of any shares in the Offeror to any person not being an existing shareholder of the Offeror; (ii) entering into employment contracts with payment of remuneration in excess of HK\$2,000,000 or its equivalent per annum or increasing the remuneration of any single person to a rate in excess of HK\$300,000 or its equivalent per annum; (iii) instituting legal proceedings or settling or compromising any legal proceedings exceeding HK\$200,000 or its equivalent; (iv) changing the auditors of any members of the Group or its financial year end; (v) forming any subsidiary or acquiring any other company or participating in any partnership or joint venture; (vi) any investment in, leasing, licensing or acquisition or disposition of material assets, properties or businesses or business undertaking exceeding HK\$500,000 or its equivalent per transaction or such transaction which would have a material change in the business of the Group; (vii) increasing or reducing the amount of the Offeror's issued share capital; (viii) liquidation or winding up or undertake any amalgamation, merger, reorganisation, reconstruction or consolidation (including debt restructuring) of any member of the Group, or the taking of any step by such entity or its shareholders for the appointment of a receiver, receiver and manager, judicial manager or like officer or the presentation of any petition or passing of any resolution to put such entity into administration or for the winding up of such entity; or (ix) any merger, acquisition, consolidation or reorganisation of any members of the Group or amalgamating or merging with any other company or business undertaking.

- (d) **Pre-emption rights.** Shareholders of the Offeror shall have a pre-emption right in respect to any future issue of any share. A Shareholder shall be entitled to subscribe for or purchase, pro-rata to its shareholding in the Offeror.
- (e) **Tag-along rights.** In the event that MayAir Technology receives an offer for any part of its shares in the Offeror from a bona fide third party purchaser that MayAir Technology wishes to accept and the Rollover Shareholders elect not to exercise their right of first refusal, the Rollover Shareholders shall have the right to require MayAir Technology to procure the third party purchaser to offer to purchase such number of shares in the Offeror held by the Rollover Shareholders on the same terms and conditions as set out in such offer, provided that the third party purchaser executes a deed of adherence to the Shareholders' Agreement.

- (f) **Transfer restriction.** Save with the prior written consent of MayAir Technology, no Rollover Shareholder shall transfer his shares or any part of his interest in the shares in the Offeror except in accordance with the provisions of the Shareholders' Agreement. If there is a transfer of the shares in the Offeror, the relevant selling Rollover Shareholder shall procure the transferee to enter into a deed of adherence to the Shareholders' Agreement.
- (g) **Non-compete and non-solicit.** Each of the Rollover Shareholders warrants and undertakes to MayAir Technology that he will not, and will procure that all companies, entities, joint venture or partnership the management of which he has control will not, without the written consent of the other shareholders of the Offeror, at any time during a period of three years after the relevant shareholder ceases to be a shareholder of the Offeror, (i) engage in any activities in any countries in competition with the Group's business; (ii) induce or attempt to induce any customer of or supplier to the Group's business to cease or refrain from conducting business with, or to reduce the amount of business conducted with, or to vary adversely the terms upon which it conducts business with the Group, or do any other thing which is reasonably likely to have such an effect; (iii) either on his own account or in conjunction with or on behalf of any person, firm or company, carry on or participate or have an interest in, anywhere in the Territory, any business (other than any investment in any company in which it is a passive investor and has no board representation provided that such interest in the equity share capital therein does not exceed 5 per cent of the total issued equity capital of such company) of a type similar to that of the Group's business (or a part thereof) and/or any business which competes directly or indirectly with the Group's business or carry out any activities detrimental to the business of the Group; and (iv) offer employment to, enter into a contract for the services of, or solicit or otherwise attempt to entice away, any employee of any member of the Group or employ or otherwise engage any person who now is or at any time during one year immediately preceding the relevant shareholder ceases to be a shareholder of the Offeror may have become an employee of any member of the Group and with whom the Rollover Shareholders had contact during his said employment, whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the relevant member of the Group. Such non-compete undertaking does not apply to or restrict the Rollover Shareholders' existing investments in Sum Technic Sdn. Bhd., Sum System Solution Sdn. Bhd., Micronaire Global Sdn. Bhd.; and 本滤环境科技江苏有限公司 (Benew Environmental Technology Co., Ltd.\*) and only on the condition that the existing businesses conducted by these companies are not identical to the business of the Group for provision of clean room wall and ceilings.
- (h) **Deadlock or default event.** In the event of a deadlock or an event of default by a shareholder of the Offeror and subject to the procedures as specified in the Shareholders' Agreement, either MayAir Technology or the Rollover Shareholders shall be entitled (but not obliged) to serve a notice requiring the defaulting shareholder to sell all or some of the shares in the Offeror held by him to the non-defaulting shareholder at the deadlock price. The deadlock price is the cost price of the shares in the Offeror as set out in the Share Swap Agreement, being the consideration that the Offeror paid to the Rollover Shareholders to transfer the Rollover Shares to the Offeror at the Cancellation Price per Rollover Share in exchange for allotment and issuance of such number of new shares by the Offeror in its issued and paid-up share capital to the Rollover Shareholders credited as fully paid.
- (i) **Termination.** The Shareholders' Agreement shall terminate (i) upon mutual written agreement of all shareholders of the Offeror; (ii) upon the liquidation or making of an order for the winding-up of the Offeror; or (iii) if all the shares in the Offeror being held beneficially by one shareholder only.

#### **Special Deal and Disinterested Shareholder Approval**



As the Rollover Arrangement is not offered to all Shareholders, the Rollover Arrangement constitutes a special deal and require the consent of the Executive under Rule 25 of the Takeovers Code. The Offeror will (before the despatch of the Scheme Document) make an application for consent from the Executive to the Rollover Arrangement conditional on: (i) the Independent Financial Adviser confirming that the Rollover Arrangements are fair and reasonable so far as the Disinterested Shareholders are concerned; and (ii) the passing of an ordinary resolution by the Disinterested Shareholders at the extraordinary general meeting of the Company to approve the Rollover Arrangement.

Accordingly, as set out in Condition (f) in the section headed “Conditions of the Proposal”, the Proposal and the Scheme are subject to: (i) the receipt of an opinion from the Independent Financial Adviser confirming that the Rollover Arrangement is fair and reasonable so far as the Disinterested Shareholders are concerned; (ii) the passing of an ordinary resolution by the Disinterested Shareholders at the extraordinary general meeting of the Company to approve the Rollover Arrangement; and (iii) the grant of consent under Rule 25 of the Takeovers Code from the Executive in respect of the Rollover Arrangement.

The Rollover Shareholders are considered to be acting in concert with the Offeror for the purpose of the Takeovers Code as a result of the Rollover Arrangement, and are therefore not Disinterested Shareholders and will not be voting on the Rollover Arrangement at the EGM. As the Shares held by the Rollover Shareholders will not form part of the Scheme Shares, the Rollover Shareholders are not entitled to vote on the Scheme at the Court Meeting.

Pursuant to the AIC Confirmation, the Other Founding Shareholders are acting in concert with Mr. Ng, Mr. Chin and Mr. Law, who are also the Rollover Shareholders. Accordingly, the Other Founding Shareholders are considered to be acting in concert with the Offeror for the purpose of the Takeovers Code, and are therefore not Disinterested Shareholders and will not be voting on the Rollover Arrangement at the extraordinary general meeting of the Company. All Scheme Shareholders (including the Other Founding Shareholders) whose names appear on the register of members of the Company as at the meeting record date will be entitled to attend and vote at the Court Meeting for the purpose of determining whether the requirements under Condition (a) under section headed “Conditions of the Proposal” are satisfied and the Other Founding Shareholders are not required to abstain from voting at the Court Meeting. However, as the Other Founding Shareholders are not Disinterested Shareholders, their votes will not be counted and only the votes of Disinterested Shareholders will be counted for the purpose of determining whether the requirements under Condition (b) under section headed “Conditions of the Proposal” (as required under Rule 2.10 of the Takeovers Code) are satisfied.

## **INDEPENDENT BOARD COMMITTEE**

The Independent Board Committee, which comprises all the independent non-executive Directors, namely, Mr. Ng Seng Leong, Mr. Martin Giles Manen and Mr. Wu Chun Sing, has been established by the Board to make a recommendation, after taking into account the advice and recommendation from the Independent Financial Adviser to the Disinterested Shareholders as to whether the Proposal, the Scheme and the Rollover Arrangement are, or are not, fair and reasonable and as to voting at the Court Meeting and the EGM.

## **INDEPENDENT FINANCIAL ADVISER**

The Board, with the approval of the Independent Board Committee, has appointed Quam Capital Limited as the Independent Financial Adviser to advise the Independent Board Committee in connection with the Proposal, the Scheme and the Rollover Arrangement pursuant to Rule 2.1 of the Takeovers Code.

## **REASONS FOR AND BENEFITS OF THE PROPOSAL**

**Benefits of the Proposal to the Scheme Shareholders:**

***The Proposal represents a compelling exit opportunity under current market environment***

The price of the Shares had fluctuated over the past 12 months, with closing prices at between HK\$0.156 and HK\$0.245 levels, affected by a combination of factors including fluctuations of the Group's financial performance, global and PRC macroeconomic cycles as well as volatile equity capital markets performance. Demand for the Group's products also fluctuated along with constantly changing global trade relations and the cyclical outlook of the semiconductor industry in particular.

The Directors believe the Group can better weather these issues and thrive if it operates within a larger group such as MayAir Technology. That being said, given the specialised nature of the sector and geographical region (being predominantly in PRC and in Malaysia) which the Group operates in, potential buyer or opportunities may be hard to come by. The Proposal by MayAir Technology, which is a leading air filtration provider specialist with its manufacturing capabilities and research and development operations in the PRC, Malaysia and Canada, represents an opportunity for the Scheme Shareholders to realise their investment in the Company for cash at an attractive premium over the prevailing market price which can then be redeployed for other usages.

The Cancellation Price represents a premium of approximately 25.0% over the closing price on the Last Trading Day and various premiums ranging between 23.8% and 41.2% over the average closing prices of Shares based on the daily closing prices as quoted on the Stock Exchange for 5, 30, 60, 120 and 180 trading days up to and including the Last Trading Day. The Cancellation Price is also above the highest closing price per Share during the 12-month period immediately prior to and including the Last Trading Day.

***An opportunity to exit investments without liquidity discounts***

The liquidity of Shares has been at a low level over a long period of time. The average daily trading volume of the Shares during the 12-month period immediately prior to and including the Last Trading Day was approximately 276,000 Shares, representing only approximately 0.02% of the issued Shares as at the Announcement Date. The low trading liquidity of the Shares could make it difficult for Shareholders to execute substantial on-market sale without adversely affecting the price of the Shares. The Scheme allows Scheme Shareholders to realise their investments in the Company at a fixed Cancellation Price.

**Benefits of the Proposal to the Offeror and the Company:**

***The listing status of the Company no longer provides meaningful access to capital***

The Company had not conducted any secondary equity fund raising after its listing on the Stock Exchange in October 2020. Despite the Company's efforts to improve investor confidence and market value, trading liquidity of Shares remained low and price of Shares remained subdued. The Company's current listing status no longer sufficiently serves as a source of funding for its long-term growth, and the Directors believe the Company's ability to raise funds in the equity capital markets is limited.

Following the implementation of the Proposal, the Company expects that administrative and management resources needed in maintaining its listing status will substantially reduce and along with the Offeror, it can focus on its business operations.

***Along with the Offeror, the Company seeks to formulate long-term strategies which implementation is more flexible if the Company is not publicly listed***

As a listed company in Hong Kong, the Company is subject to the Listing Rules which govern, among others, the continuing obligations of listed issuers on the Stock Exchange. Under the Listing Rules, the Company may need to comply with announcement and shareholder approval requirements when it conducts corporate exercises in future in line with its long-term strategies. The requirements of Listing Rules may result in uncertainties and delays in the implementation of these strategies. In addition, Shareholders of different investment horizons may react differently to the Company's corporate actions and exercises which in turn may result in volatility in Share price performance.

The Offeror believes that the successful implementation of the Proposal will provide more flexibility to the Company as a privately-owned business to implement its long term business strategies or to pursue future business opportunities, without being subject to administrative obligations as a listed company and without having to pay attention to short-term market reactions and stock price fluctuations.

#### **OFFEROR'S INTENTIONS IN RELATION TO THE GROUP**

The Offeror intends to continue the existing business of the Group, which is principally engaged in provision of cleanroom wall and ceiling systems and cleanroom equipment with establishment in the PRC, Malaysia and Philippines. No major changes are expected in the existing principal business of the Group, including any major redeployment of the fixed assets of the Group. The Offeror does not have any plan to make any significant changes to the continued employment of the employees of the Group as a result of the implementation of the Proposal. For the reasons explained above, the Offeror does not intend to continue the listing of the Company on the Stock Exchange.

#### **INFORMATION ON THE COMPANY**

The Company is an exempted company incorporated in the Cayman Islands with limited liability whose Shares have been listed on the Main Board of the Hong Kong Stock Exchange since 15 October 2020. The Group is principally engaged in provision of cleanroom wall and ceiling systems and cleanroom equipment primarily in the PRC, Malaysia and Philippines.

Based on the published audited consolidated financial statements of the Company prepared in accordance with the Hong Kong Financial Reporting Standards, the table below sets out the financial information of the Group for the two financial years ended 31 December 2023 and six months ended 30 June 2024:

	<b>For the year ended 31 December</b>		<b>For the six months ended 30 June</b>
	<b>2022</b>	<b>2023</b>	<b>2024</b>
	<i>RMB '000</i>	<i>RMB '000</i>	<i>RMB '000</i> (unaudited)
Revenue	462,907	356,570	176,464
Profit before tax	93,677	68,984	26,479
Profit after tax	75,410	54,859	21,983

As at 30 June 2024, the unaudited consolidated net asset value of the Company was approximately RMB335.7 million (equivalent to approximately HK\$367.8 million).

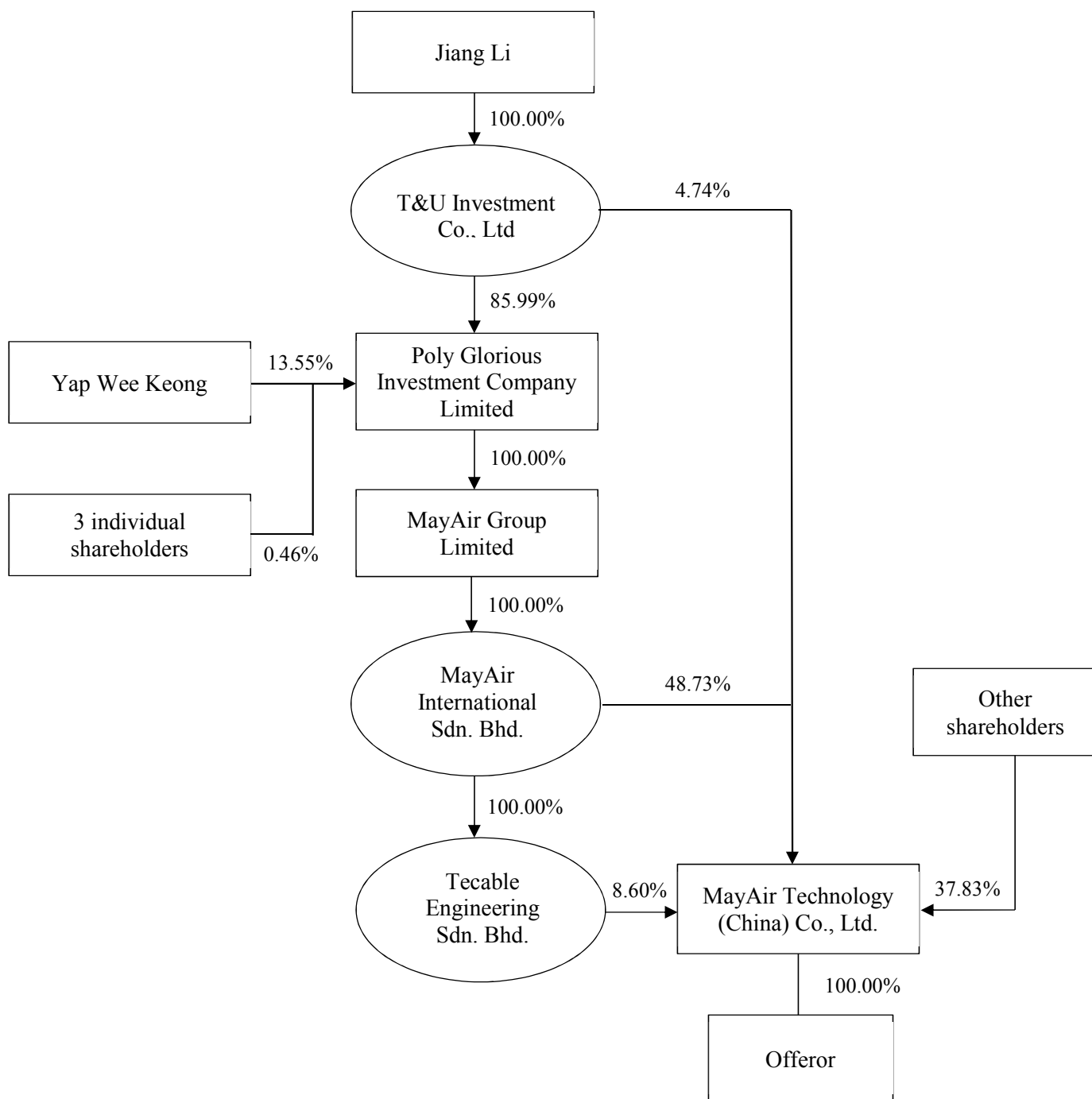
#### **INFORMATION ON THE OFFEROR**

The Offeror is a company incorporated in Hong Kong with limited liability on 23 August 2024. The Offeror is an investment holding Company which was set up for the implementation of the Proposal. As at the Announcement Date, the Offeror is wholly-owned by MayAir Technology, the shares of which are listed on the Shanghai Stock Exchange STAR Market since 18 November 2022. MayAir

Technology being a leading air filtration provider specialist in its industries particularly in semiconductors, biopharmaceuticals, public health care, industrial dust removal, volatile organic compounds (VOCs) treatment markets with the full spectrum of principal activities ranging from research and development, trading and manufacturing and after sales services with an aim to promote cleantech development and to improve global air quality. As at the Announcement Date, MayAir Technology is ultimately controlled by Mr. Jiang Li in respect of a shareholding of approximately 62.07% through three companies, namely, directly through T&U Investment Co., Ltd. as to approximately 4.74%, and indirectly through MayAir International Sdn. Bhd. and Tecable Engineering Sdn. Bhd. as to approximately 48.73% and 8.60%, respectively. He has been a director of MayAir Technology since July 2019 and has been nominated as the chairman of MayAir Technology since March 2020. He is the founder, chairman and director of Nanjing TICA Air-Conditioning Co., Ltd.\* (南京天加空調設備有限公司), which was later renamed as Nanjing TICA Climate Solutions Co., Ltd.\* (南京天加環境科技有限公司) since 1999. He is also a director of Guangzhou Smardt Chiller Manufacturing Co., Ltd.\* (廣州思茂特冷凍設備製造有限公司) since January 2021. He is a member of the National Standardization Technical Committee\* (全國專業標準化技術委員會). Mr. Jiang is currently an independent non-executive Director of Chervon Holdings Limited (stock code: 2285), a company listed on the Main Board of the Stock Exchange, since 8 December 2021.

The major shareholders of MayAir Technology, namely, T&U Investment Co., Ltd., MayAir International Sdn. Bhd. and Tecable Engineering Sdn. Bhd., has irrevocably undertaken that it will vote in favour of the resolution(s) to be proposed at the general meeting of shareholders of MayAir Technology to approve the transactions contemplated under the Proposal.

The chart below sets out the simplified shareholding structure of the Offeror as at the Announcement Date:



Upon completion of the Proposal and the transfers of the Rollover Shares pursuant to the Rollover Agreement and assuming that there is no other change in shareholding of the Company before completion of the Proposal, the Offeror will have 2,914 issued shares, and will be held as to approximately 68.39% by MayAir Technology, approximately 24.29% by Mr. Ng Yew Sum, approximately 4.29% by Mr. Law Eng Hock, approximately 2.65% by Mr. Chin Sze Kee and approximately 0.38% by Mr. Luah Kok Lam.

## **INFORMATION ON THE OFFEROR CONCERT PARTIES**

### **The Rollover Shareholders**

Mr. Ng Yew Sum is an Executive Director and chairman of the Board, and a director of all subsidiaries of the Group. Mr. Ng is acting in concert with the Offeror due to his involvement in the discussions relating to the Proposal and as a Rollover Shareholder. The Shares held by Mr. Ng will not form part of the Scheme Shares and will not be cancelled upon the Scheme becoming effective.

Mr. Law Eng Hock is an Executive Director and general manager of the China operation of the Group. Mr. Law is acting in concert with the Offeror due to his involvement in the discussions relating to the Proposal and as a Rollover Shareholder. The Shares held by Mr. Law will not form part of the Scheme Shares and will not be cancelled upon the Scheme becoming effective.

Mr. Chin Sze Kee is an Executive Director and a director of certain subsidiaries of the Group. Mr. Chin is acting in concert with the Offeror due to his involvement in the discussions relating to the Proposal and as a Rollover Shareholder. The Shares held by Mr. Chin will not form part of the Scheme Shares and will not be cancelled upon the Scheme becoming effective.

Mr. Luah Kok Lam is the assistant general manager of the Group. Mr. Luah is acting in concert with the Offeror due to his involvement in the discussions relating to the Proposal and as a Rollover Shareholder. The Shares held by Mr. Luah will not form part of the Scheme Shares and will not be cancelled upon the Scheme becoming effective.

### **Other Founding Shareholders**

Pursuant to the AIC Confirmation, the Other Founding Shareholders, namely, Mr. Francis Chia Mong Tet, Mr. Lim Kai Seng, Mr. Chang Chin Sia, Mr. Ng Boon Hock, Ms. Yap Chui Fan, Mr. Loh Wei Loon and Mr. Phang Chee Kin, are acting in concert with Mr. Ng, Mr. Chin and Mr. Law. They have confirmed that, among others, they have been acting in concert with each other for the entire duration when all of them were/are contemporaneously either the legal and/or beneficial owners of shares in each of the Group companies, and shall continue to centralise the ultimate control and right to make decisions with respect to their interest in the Group's businesses. Accordingly, the Other Founding Shareholders are considered to be acting in concert with the Offeror for the purpose of the Takeovers Code due to Mr. Ng, Mr. Chin and Mr. Law's involvement in the discussions relating to the Proposal and as Rollover Shareholders. The Shares held by the Other Founding Shareholders will form part of the Scheme Shares and will be cancelled upon the Scheme becoming effective.

## **WITHDRAWAL OF LISTING OF SHARES**

Upon the Scheme becoming effective, all Scheme Shares will be cancelled and any share certificates for the Scheme Shares will thereafter cease to have effect as documents or evidence of title. The Company will apply to the Stock Exchange for the withdrawal of the listing of the Shares on the Stock Exchange in accordance with Rule 6.15(2) of the Listing Rules with effect immediately following the Effective Date.

The Scheme Shareholders will be notified by way of an announcement of the exact date of the last day for dealing in the Shares and on which the Scheme and the withdrawal of the listing of the Shares on the Stock Exchange will become effective. A detailed timetable of the Scheme will be included in the Scheme Document, which will also contain, inter alia, further details of the Scheme.

## **IF THE SCHEME IS NOT APPROVED OR THE PROPOSAL LAPSES**

The listing of the Shares on the Stock Exchange will not be withdrawn if the Scheme does not become effective or the Proposal otherwise lapses.

If the Scheme is not approved or the Proposal otherwise lapses, there are restrictions under the Takeovers Code on making subsequent offers, to the effect that neither the Offeror nor any person who acted in concert with the Offeror in the course of the Proposal (nor any person who is subsequently acting in concert with any of them) may, within 12 months from the date on which the Scheme is not approved or the Proposal otherwise lapses, (i) announce an offer or possible offer for the Company, or (ii) acquire any voting rights of the Company if the Offeror or persons acting in concert with it would thereby become obliged under Rule 26 of the Takeovers Code to make an offer, in each case except with the consent of the Executive.

## **OVERSEAS SHAREHOLDERS**

The making and implementation of the Proposal to Scheme Shareholders who are not resident in Hong Kong may be subject to the laws of the relevant jurisdictions in which such Scheme Shareholders are located. Such Scheme Shareholders should inform themselves about and observe any applicable legal, tax or regulatory requirements.

It is the responsibility of any overseas Scheme Shareholders wishing to take any action in relation to the Proposal to satisfy themselves as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such jurisdiction.

Any acceptance by the Scheme Shareholders will be deemed to constitute a representation and warranty from such persons to the Offeror and the Company and their respective advisers (including Altus and CMBC) that those laws and regulatory requirements have been complied with. If you are in doubt as to your position, you should consult your professional advisers.

In the event that the despatch of the Scheme Document to overseas Scheme Shareholders is prohibited by any relevant law or regulation or may only be effected after compliance with conditions or requirements that the directors of the Offeror or the Company regard as unduly onerous or burdensome (or otherwise not in the best interests of the Offeror or the Company or their respective shareholders), the Scheme Document may not be despatched to such overseas Scheme Shareholders. For that purpose, the Company will apply for a waiver pursuant to Note 3 to Rule 8 of the Takeovers Code at such time. Any such waiver will only be granted if the Executive is satisfied that it would be unduly burdensome to despatch the Scheme Document to such overseas Scheme Shareholders. In granting the waiver, the Executive will be concerned to see that all material information in the Scheme Document is made available to such Scheme Shareholders, as the case may be.

## **TAXATION ADVICE**

Scheme Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of the Proposal or the Scheme. It is emphasised that none of the Offeror, the Offeror Concert Parties, the Company, Altus and CMBC or any of their respective ultimate beneficial owners, directors, officers, employees, agents and associates or any other person involved in the Proposal or the Scheme accepts responsibility (other than in respect of themselves, if applicable) for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Proposal or the Scheme.

## **SCHEME SHARES, COURT MEETING AND EGM**

As at the Announcement Date:

- (a) the Offeror does not hold any Shares;
- (b) the Rollover Shareholders hold an aggregate of 442,526,550 Rollover Shares representing approximately 31.61% of the issued share capital of the Company. The Rollover Shares will not constitute part of the Scheme Shares; and
- (c) the Other Founding Shareholders hold an aggregate of 331,315,150 Shares representing approximately 23.66% of the issued share capital of the Company. These Shares held by the Other Founding Shareholders will constitute part of the Scheme Shares.

As the Shares held by the Rollover Shareholders will not form part of the Scheme Shares, the Rollover Shareholders are not entitled to vote on the Scheme at the Court Meeting. All Scheme Shareholders (including the Other Founding Shareholders) whose names appear on the register of members of the Company as at the meeting record date will be entitled to attend and vote at the Court Meeting for the purpose of determining whether the requirements under Condition (a) under section headed “Conditions of the Proposal” are satisfied and the Other Founding Shareholders are not required to abstain from voting at the Court Meeting. However, as the Other Founding Shareholders are not Disinterested Shareholders, their votes will not be counted and only the votes of Disinterested Shareholders will be counted for the purpose of determining whether the requirements under Condition (b) under section headed “Conditions of the Proposal” (as required under Rule 2.10 of the Takeovers Code) are satisfied.

The Offeror, each of the Rollover Shareholders and each of the Other Founding Shareholders will not be able to vote on the Rollover Arrangement at the EGM.

The Offeror and the Offeror Concert Parties will undertake to the Grand Court that each of them will be bound by the Scheme and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable for the purpose of giving effect to the Scheme.

All Shareholders will be entitled to attend the EGM and vote on the special resolution to: (i) approve and give effect to any reduction of the share capital of the Company as a result of the cancellation and extinguishment of the Scheme Shares; and (ii) contemporaneously therewith increase and restore the issued share capital of the Company to the amount prior to the cancellation of the Scheme Shares by applying the reserve created as a result of the aforesaid cancellation of the Scheme Shares to pay up in full at par such number of new Shares as is equal to the number of Scheme Shares cancelled as a result of the Scheme, credited as fully paid, for issuance to the Offeror.

The Offeror and the Offeror Concert Parties have indicated that if the Scheme is approved at the Court Meeting, those Shares held by them (if any) will be voted in favour of the resolutions to be proposed at the EGM in relation to: (i) approve and give effect to any reduction of the share capital of the Company as a result of the cancellation and extinguishment of the Scheme Shares; and (ii) contemporaneously therewith increase and restore the issued share capital of the Company to the amount prior to the cancellation of the Scheme Shares by applying the reserve created as a result of the aforesaid cancellation of the Scheme Shares to pay up in full at par such number of new Shares as is equal to the number of Scheme Shares cancelled as a result of the Scheme, credited as fully paid, for issuance to the Offeror. Neither the Offeror nor the Offeror Concert Parties (including the Rollover Shareholders and the Other Founding Shareholders) will vote on the Rollover Arrangement at the EGM.

## **COSTS OF THE SCHEME**



If the Independent Board Committee or the Independent Financial Adviser does not recommend the Proposal, and the Scheme is not approved, all expenses incurred by the Company in connection therewith shall be borne by the Offeror in accordance with Rule 2.3 of the Takeovers Code.

## **GENERAL**

The Offeror has appointed Altus and CMBC as its joint financial advisers in connection with the Proposal.

The Directors (excluding members of the Independent Board Committee whose views will be given after considering the advice of the Independent Financial Adviser) believe that the Proposal and the Scheme are fair and reasonable and in the interests of the Shareholders as a whole.

The Scheme Shareholders are reminded to carefully read the Scheme Document, the letter of advice from the Independent Financial Adviser and the letter from the Independent Board Committee to the Disinterested Shareholders contained therein before making a decision.

As at the Announcement Date:

- (a) save as disclosed in the section headed “Shareholding Structure of the Company” above, neither the Offeror nor any Offeror Concert Party owns, controls or has direction over any Shares, convertible securities, warrants or options in the Company;
- (b) save as disclosed in the section headed “Shareholding Structure of the Company” above, there are no securities, warrants or options convertible into Shares held, controlled or directed by the Offeror or any Offeror Concert Party;
- (c) neither the Offeror nor any Offeror Concert Party has entered into any outstanding derivative in respect of the securities in the Company;
- (d) neither the Offeror nor any Offeror Concert Party has borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company;
- (e) save for the Rollover Agreement, no irrevocable commitment to vote for or against the Scheme, has been received by the Offeror or the Offeror Concert Parties;
- (f) other than the Cancellation Price for each Scheme Share payable under the Scheme and allotment and issuance of new shares issued by the Offeror for the transfer of the Rollover Shares to the Offeror pursuant to the Share Swap Agreement, the Offeror or the Offeror Concert Parties have not paid and will not pay any other consideration, compensation or benefit in whatever form to the Rollover Shareholders, the Scheme Shareholders or persons acting in concert with them in connection with the Scheme Shares;
- (g) save for the Implementation Agreement, the Rollover Agreement, the Share Swap Agreement, the Deed of Indemnity and the Shareholders’ Agreement, there are no arrangements (whether by way of option, indemnity or otherwise) in relation to the shares of the Offeror or the Shares and which might be material to the Proposal;
- (h) save for the Pre-Conditions, the Conditions, the Implementation Agreement, the Rollover Arrangement, the Share Swap Agreement, the Deed of Indemnity and the Shareholders’ Agreement, there are no agreements or arrangements to which the Offeror is a party which relate to the circumstances in which it may or may not invoke or seek to invoke a pre-condition or a Condition to the Proposal;

- (i) save for the Implementation Agreement, the Rollover Agreement, the Share Swap Agreement, the Deed of Indemnity and the Shareholders' Agreement, there is no understanding, arrangement or agreement or special deal (as defined under Rule 25 of the Takeovers Code) between (i) any Shareholder; and (ii) (x) the Offeror and the Offeror Concert Parties, or (y) the Company or the Company's subsidiaries or associated companies;
- (j) save for the Implementation Agreement, the Rollover Arrangement, the Share Swap Agreement, the Deed of Indemnity and the Shareholders' Agreement, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between the Offeror or any of the Offeror Concert Parties on the one hand, and the Rollover Shareholders and the Scheme Shareholders and persons acting in concert with any of them on the other hand; and
- (k) save as disclosed below in respect of one of the Rollover Shareholders and one of the Other Founding Shareholders, none of the Offeror and the Offeror Concert Parties had dealt for value in any Shares or any convertible securities, warrants, options or derivatives in respect of any Shares during the six months prior to and up to and including the Announcement Date:

<b>Name</b>	<b>Date of transaction</b>	<b>Nature of dealing</b>	<b>No. of Shares involved</b>	<b>Price per Share</b>
				<i>HK\$</i>
Mr. Ng Yew Sum	2/7/2024	Purchase of Shares	70,000	0.155
Mr. Chang Chin Sia	13/8/2024	Sale of Shares	440,000	0.181
Mr. Chang Chin Sia	14/8/2024	Sale of Shares	250,000	0.186
Mr. Chang Chin Sia	19/8/2024	Sale of Shares	20,000	0.190
Mr. Chang Chin Sia	28/8/2024	Sale of Shares	250,000	0.199
Mr. Chang Chin Sia	29/8/2024	Sale of Shares	900,000	0.199
Mr. Chang Chin Sia	30/8/2024	Sale of Shares	350,000	0.200
Mr. Chang Chin Sia	2/9/2024	Sale of Shares	300,000	0.190
Mr. Chang Chin Sia	5/9/2024	Sale of Shares	300,000	0.190
Mr. Chang Chin Sia	10/9/2024	Sale of Shares	600,000	0.190
Mr. Chang Chin Sia	13/9/2024	Sale of Shares	1,350,000	0.189
Mr. Chang Chin Sia	17/9/2024	Sale of Shares	1,000,000	0.190
Mr. Chang Chin Sia	19/9/2024	Sale of Shares	30,000	0.190
Mr. Chang Chin Sia	20/9/2024	Sale of Shares	1,500,000	0.191
Mr. Chang Chin Sia	24/9/2024	Sale of Shares	400,000	0.189
Mr. Chang Chin Sia	25/9/2024	Sale of Shares	10,000	0.192
Mr. Chang Chin Sia	26/9/2024	Sale of Shares	400,000	0.192
Mr. Chang Chin Sia	27/9/2024	Sale of Shares	1,000,000	0.198
Mr. Chang Chin Sia	4/10/2024	Sale of Shares	100,000	0.200

## **DESPATCH OF SCHEME DOCUMENT**

The Scheme Document containing, among others: (i) further details of the Proposal, the Scheme and the Rollover Arrangement; (ii) the expected timetable in relation to the Proposal and the Scheme; (iii) an explanatory memorandum as required under the Companies Act and the rules of the Grand Court; (iv) information regarding the Company; (v) recommendations from the Independent Board Committee with respect to the Proposal, the Scheme and the Rollover Arrangement, and the letter of advice from the Independent Financial Adviser; and (vi) a notice of the Court Meeting and a notice of an EGM, together with forms of proxy in relation thereto, will be despatched to the Shareholders as soon as practicable

after the satisfaction of the Pre-Conditions and in compliance with the requirements of the Takeovers Code, the Companies Act, the Grand Court and other applicable laws and regulations.

The Scheme Document will contain important information and the holders of Scheme Shares are urged to carefully read the Scheme Document containing such disclosures before casting any vote at (or providing any proxy in respect of) the Court Meeting or the EGM. Any voting or other response to the Proposal should be made only on the basis of information in the Scheme Document or any other document by which the Proposal is made.

## **DISCLOSURE OF DEALINGS**

Associates of the Offeror and the Company (as defined in the Takeovers Code, including shareholders holding 5% or more of the relevant securities (as defined in paragraphs (a) to (d) in Note 4 to Rule 22 of the Takeovers Code) of any of the Offeror and the Company) are hereby reminded to disclose their dealings in any securities of the Company under Rule 22 of the Takeovers Code during the offer period.

In accordance with Rule 3.8 of the Takeovers Code, reproduced below is the full text of Note 11 to Rule 22 of the Takeovers Code:

*“Responsibilities of stockbrokers, banks and other intermediaries*

*Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any 7 day period is less than \$1 million.*

*This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.*

*Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation.”*

## **PRECAUTIONARY LANGUAGE REGARDING FORWARD-LOOKING STATEMENTS**

This joint announcement includes certain “forward-looking statements”. These statements are based on the current expectations of the management of the Offeror and/or the Company (as the case may be) and are naturally subject to uncertainty and changes in circumstances. The forward-looking statements contained in this joint announcement include statements about the expected effects on the Company of the Proposal, the expected timing and scope of the Proposal, and all other statements in this joint announcement other than historical facts.

Forward-looking statements include, without limitation, statements typically containing words such as “intends”, “expects”, “anticipates”, “targets”, “estimates”, “envisages” and words of similar import. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include, but are not limited to, the satisfaction of the conditions to the Proposal, as well as additional factors, such as general, social, economic and political conditions in the countries in which the Offeror and/or the Group operate or other countries which have an impact on the

Offeror and/or the Group's business activities or investments, interest rates, the monetary and interest rate policies of the countries in which the Offeror and/or the Group operate, inflation or deflation, foreign exchange rates, the performance of the financial markets in the countries in which the Offeror and/or Group operate and globally, changes in domestic and foreign laws, regulations and taxes, changes in competition and the pricing environments in the countries in which the Offeror and/or Group operate and regional or general changes in asset valuations. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements.

All written and oral forward-looking statements attributable to the Offeror, the Company or persons acting on behalf of any of them are expressly qualified in their entirety by the cautionary statements above. The forward-looking statements included herein are made only as of the Announcement Date and each of the Offeror and the Company undertakes no obligation to update publicly or revise any forward-looking statements or information, whether as a result of new information, future events or otherwise, unless so required by applicable securities laws or the Takeovers Code.

## **TRADING HALT AND RESUMPTION**

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 1:00 p.m. on 8 October 2024 pending the release of this joint announcement.

An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on [\*] 2024.

## **DEFINITIONS**

In this joint announcement, the following expressions have the meanings set out below unless the context requires otherwise.

“acting in concert”	has the meaning ascribed to it under the Takeovers Code
“AIC Confirmation”	the acting in concert confirmation dated 13 August 2019 and executed by Mr. Ng, Mr. Chin, Mr. Law and the Other Founding Shareholders
“Altus”	Altus Capital Limited, one of the joint financial advisers to the Offeror in connection with the Proposal. Altus is a licensed corporation under the SFO, licensed to carry out Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO
“Announcement Date”	[*] October 2024, being the date of this joint announcement
“associates”	has the meaning ascribed to it under the Takeovers Code
“Board”	the board of directors of the Company
“Cancellation Price”	the cancellation price of HK\$0.25 per Scheme Share payable in cash by the Offeror to the Scheme Shareholders pursuant to the Scheme
“CMBC”	CMBC International Capital Limited, one of the joint financial advisers to the Offeror in connection with the Proposal. CMBC is a licensed corporation under the SFO,

	licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO
“Companies Act”	the Companies Act (2023 Revision) of the Cayman Islands
“Company”	CM Hi-Tech Cleanroom Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 2115)
“Condition(s)”	the condition(s) to the implementation of the Proposal as set out in the section headed “Conditions of the Proposal” of this joint announcement
“Court Meeting”	a meeting of the Scheme Shareholders to be convened at the direction of the Grand Court at which the Scheme (with or without modification) will be voted upon, or any adjournment thereof
“Deed of Indemnity”	the deed of indemnity dated [*] October 2024 executed by the Rollover Shareholders in favour of the Offeror, the key terms of which are described in the section headed “Arrangements Material to the Proposal – Special Deal relating to the Rollover Arrangement – (iii) Deed of Indemnity” above in this joint announcement
“Director(s)”	the director(s) of the Company
“Disinterested Shareholders”	Shareholders other than the Offeror and the Offeror Concert Parties and those who are interested in or involved in the Rollover Arrangement
“Effective Date”	the date on which the Scheme becomes effective in accordance with the Companies Act
“EGM”	the extraordinary general meeting of the Company to be convened for the purposes of considering, and if thought fit, approving, among other things, all necessary resolutions for the implementation of the Proposal, or any adjournment thereof
“Executive”	the Executive Director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong or any delegate thereof
“Grand Court”	the Grand Court of the Cayman Islands
“Group”	the Company and its subsidiaries
“Hang Seng Index”	the Hang Seng Index published by Hang Seng Indexes Company Limited or any successor company or organisation
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong

“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Implementation Agreement”	the agreement entered into between the Offeror and the Company on [*] October 2024 pursuant to which the parties have agreed to pursue the Proposal, the key terms of which are further described in the section headed Arrangements Material to the Proposal – Implementation Agreement” above in this joint announcement
“Independent Board Committee”	the independent board committee of the Company, , which comprises all the independent non-executive Directors, namely, Mr. Ng Seng Leong, Mr. Martin Giles Manen and Mr. Wu Chun Sing, established by the Board to make a recommendation to the Disinterested Shareholders in respect of the Proposal, the Scheme and the Rollover Arrangement
“Independent Financial Adviser” or “Quam”	Quam Capital Limited, a licensed corporation under the SFO, licensed to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities, being the independent financial adviser appointed by the Board with the approval of the Independent Board Committee to advise the Independent Board Committee in connection with the Proposal, the Scheme and the Rollover Arrangement
“Last Trading Day”	8 October 2024, being the last trading day prior to the trading halt of the Company at 1:00 p.m. pending the issue of this joint announcement
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	28 February 2025 or such other date as the Company and the Offeror may agree or, to the extent applicable, as the Grand Court may direct and in all cases, as permitted by the Executive
“MayAir Group”	MayAir Technology and its subsidiaries
“MayAir Technology”	MayAir Technology (China) Co., Ltd. (美埃（中国）环境科技股份有限公司) (stock code: 688376.sh), the shares of which are listed on the Shanghai Stock Exchange STAR Market since 18 November 2022
“Mr. Chin”	Mr. Chin Sze Kee, an executive Director
“Mr. Law”	Mr. Law Eng Hock, an executive Director
“Mr. Luah”	Mr. Luah Kok Lam, the assistant general manager of the Group
“Mr. Ng”	Mr. Ng Yew Sum, an executive Director

“Offeror”	MayAir HK Holdings Limited, a company incorporated in Hong Kong with limited liability and is wholly-owned by MayAir Technology
“Offeror Concert Parties”	parties acting in concert or presumed to be acting in concert with the Offeror under the definition of “acting in concert” under the Takeovers Code, including the Rollover Shareholders and the Other Founding Shareholders
“Other Founding Shareholders”	Mr. Francis Chia Mong Tet, Mr. Lim Kai Seng, Mr. Chang Chin Sia, Mr. Ng Boon Hock, Ms. Yap Chui Fan, Mr. Loh Wei Loon and Mr. Phang Chee Kin
“PRC”	the People’s Republic of China, but for the purpose of this announcement, excluding Hong Kong, Macau Special Administrative Region and Taiwan
“Pre-Conditions”	the pre-conditions to the making of the Proposal, as set out under the section headed “Pre-conditions to the making of the Proposal” of this joint announcement
“Pre-Conditions Long Stop Date”	[13 December] 2025, the date that falls on the [60]th day after the date of this joint announcement
“Proposal”	the proposal for the privatisation of the Company by the Offeror by way of the Scheme and the withdrawal of listing of the Shares on the Stock Exchange, on the terms and subject to the conditions set out in this joint announcement and to be set out in the Scheme Document
“Record Date”	the Effective Date, or such other date as shall have been announced to the Scheme Shareholders, being the record date for determining entitlements of the Scheme Shareholders under the Scheme upon the Scheme becoming effective
“Relevant Authorities”	appropriate governments and/or governmental bodies, regulatory bodies, courts or institutions
“RMB”	Renminbi, the lawful currency of the PRC
“Rollover Agreement”	the rollover agreement entered into between the Offeror and the Rollover Shareholders on [*] October 2024, the key terms of which are described in the section headed “Arrangements Material to the Proposal – Special Deal relating to the Rollover Arrangement – (i) Rollover Agreement” above in this joint announcement
“Rollover Arrangement”	the arrangement between the Offeror and the Rollover Shareholders comprising (i) the Rollover Agreement; (ii) the Share Swap Agreement; (iii) the Deed of Indemnity; and (iv) the Shareholders’ Agreement

“Rollover Share(s)”	the 442,526.550 existing Shares (representing approximately 31.61% of the issued share capital of the Company as at the Announcement Date) held by the Rollover Shareholders
“Rollover Shareholders”	Mr. Ng, Mr. Law, Mr. Chin and Mr. Luah
“Scheme”	a scheme of arrangement between the Company and the Scheme Shareholders under Section 86 of the Companies Act involving the cancellation of all the Scheme Shares and the contemporaneous restoration of the issued share capital of the Company to the amount immediately before the cancellation of the Scheme Shares, with or subject to any modification, addition or condition approved or imposed by the Grand Court or agreed between the Company and the Offeror
“Scheme Document”	the composite scheme document of the Company and the Offeror to be issued to all Shareholders containing, inter alia, further details of the Proposal together with the additional information specified in the section of this joint announcement headed “Despatch of Scheme Document” above
“Scheme Share(s)”	all of the Shares in issue and any further Shares as may be issued prior to the Record Date, other than those held by the Rollover Shareholders
“Scheme Shareholder(s)”	registered holder(s) of Scheme Shares
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	ordinary share(s) of a par value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	registered holder(s) of Shares
“Shareholders’ Agreement”	the shareholders’ agreement dated [*] October 2024 entered into among MayAir Technology, the Rollover Shareholders and the Offeror in respect of the governance of the Offeror, which will take effect on the Effective Date, the key terms of which are described in the section headed “Arrangements Material to the Proposal – Special Deal relating to the Rollover Arrangement – (iv) Shareholders’ Agreement” above in this joint announcement
“Share Option(s)”	the post-IPO share option scheme adopted by Shareholders’ resolutions on 3 September 2020, pursuant to which no options to subscribe for Shares are outstanding as at the Announcement Date
“Share Swap Agreement”	the share swap agreement dated [*] October 2024 entered into between the Offeror and the Rollover Shareholders to implement the transfer the Rollover Shares to the Offeror in consideration for the allotment and issuance of new shares



issued by the Offeror after the Effective Date, the key terms of which are described in the section headed “Arrangements Material to the Proposal – Special Deal relating to the Rollover Arrangement – (ii) Share Swap Agreement” above in this joint announcement

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	The Code on Takeovers and Mergers in Hong Kong
“trading day”	a day on which the Stock Exchange is open for the business of dealings in securities
“United States” or “US”	the United States of America, its territories and possessions, any State of the United States and the District of Columbia
“%”	per cent.

By Order of the board of directors of  
**MayAir HK Holdings Limited**  
**Yap Wee Keong**  
*Director*

By Order of the Board  
**CM Hi-Tech Cleanroom Limited**  
**Ng Yew Sum**  
*Chairman and Executive Director*

Hong Kong, [\*] October 2024

*As at the Announcement Date, the directors of the Offeror are Mr. YAP Wee Keong and Ms. CHIN Kim Fa.*

*As at the Announcement Date, the directors of MayAir Technology are Mr. JIANG Li, Mr. QI Wei, Mr. YAP Wee Keong and Ms. CHIN Kim Fa, and the independent directors of MayAir Technology are Mr. SHEN Jinming, Mr. WANG Yao and Mr. WANG Hao.*

*The directors of the Offeror and MayAir Technology jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than that relating to the Group) and confirm, having made all reasonable enquiries, that to the best of his knowledge, opinions expressed in this joint announcement (other than those expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statement in this joint announcement misleading.*

*As at the date of this joint announcement, the Board comprises: (1) Mr. NG Yew Sum (Chairman), Mr. CHIN Sze Kee and Mr. LAW Eng Hock as the executive Directors; and (2) Mr. NG Seng Leong, Mr. Martin Giles MANEN and Mr. WU Chun Sing as the independent non-executive Directors.*

*The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than relating to the Offeror and the Offeror Concert Parties), having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the respective directors of the Offeror and MayAir Technology) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statement in this joint announcement misleading.*

*\* For identification purposes only*