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SUNEVISION HOLDINGS LTD.

新意網集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 1686)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of SUNeVision Holdings Ltd. (the “**Company**”) will be held at World Trade Centre Club Hong Kong, 38th Floor, World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong on Tuesday, 23 June 2020 at 12:00 noon for the purpose of considering and, if thought fit, passing, with or without amendments, the following resolutions. Words and expressions that are not expressly defined in this notice of extraordinary general meeting shall bear the same meanings as defined in the circular of the Company dated 26 May 2020 (the “**Circular**”).

ORDINARY RESOLUTIONS

- (i) “**THAT:**
- (a) the building contract dated 5 May 2020 entered into between Capital Way (H.K.) Limited (a wholly-owned subsidiary of the Company) and Sanfield Engineering Construction Limited in relation to the Works (as defined and more particularly described in the Circular) (the “**Building Contract**”, a copy of which has been produced to the meeting marked “A” and signed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
 - (b) the entering into, execution, performance and implementation of the Building Contract by the directors of the Company (the “**Directors**”), if any, for and on behalf of the Company be and are hereby approved, confirmed and ratified; and

(c) any Director (or if execution under the common seal of the Company is required, any two Directors, or any one Director and the company secretary of the Company) be and is/are hereby authorised for and on behalf of the Company to sign, seal, deliver, execute and perfect all such documents and to do all such acts, deeds, matters and things as he/she/they may in his/her/their discretion consider necessary, desirable or expedient to implement, or give effect to, or otherwise for the purposes of, or as contemplated under, or is otherwise in connection with, the Building Contract.”

(ii) **“THAT:**

(a) the agreement dated 5 May 2020 entered into between the Company and Sun Hung Kai Properties Limited (“**SHKP**”) in respect of the System and Networking Arrangement (as defined and more particularly described in the Circular) (the “**System and Networking Agreement**”, a copy of which has been produced to the meeting marked “B” and signed by the chairman of the meeting for the purpose of identification), and the transactions pursuant thereto and the System and Networking Arrangement Annual Caps (as defined and more particularly described in the Circular), be and are hereby approved;

(b) the entering into, execution, performance and implementation of the System and Networking Agreement by the Directors for and on behalf of the Company be and are hereby approved, confirmed and ratified; and

(c) any Director (or if execution under the common seal of the Company is required, any two Directors, or any one Director and the company secretary of the Company) be and is/are hereby authorised for and on behalf of the Company to sign, seal, deliver, execute and perfect all such documents and to do all such acts, deeds, matters and things as he/she/they may in his/her/their discretion consider necessary, desirable or expedient to implement, or give effect to, or otherwise for the purposes of, or as contemplated under, or is otherwise in connection with, the System and Networking Agreement.”

(iii) **“THAT:**

(a) the agreement dated 5 May 2020 entered into between the Company and SHKP in respect of the Maintenance Arrangement (as defined and more particularly described in the Circular) (the “**Maintenance Agreement**”, a copy of which has been produced to the meeting marked “C” and signed by the chairman of the meeting for the purpose of identification), and the transactions pursuant thereto and the Maintenance Arrangement Annual Caps (as defined and more particularly described in the Circular), be and are hereby approved;

- (b) the entering into, execution, performance and implementation of the Maintenance Agreement by the Directors for and on behalf of the Company be and are hereby approved, confirmed and ratified; and
 - (c) any Director (or if execution under the common seal of the Company is required, any two Directors, or any one Director and the company secretary of the Company) be and is/are hereby authorised for and on behalf of the Company to sign, seal, deliver, execute and perfect all such documents and to do all such acts, deeds, matters and things as he/she/they may in his/her/their discretion consider necessary, desirable or expedient to implement, or give effect to, or otherwise for the purposes of, or as contemplated under, or is otherwise in connection with, the Maintenance Agreement.”
- (iv) **“THAT:**
- (a) the agreement dated 5 May 2020 entered into between the Company and SHKP in respect of the System and Networking Sub-contracting Arrangement (as defined and more particularly described in the Circular) (the **“System and Networking Sub-contracting Agreement”**, a copy of which has been produced to the meeting marked “D” and signed by the chairman of the meeting for the purpose of identification), and the transactions pursuant thereto and the System and Networking Sub-contracting Arrangement Annual Caps (as defined and more particularly described in the Circular), be and are hereby approved;
 - (b) the entering into, execution, performance and implementation of the System and Networking Sub-contracting Agreement by the Directors for and on behalf of the Company be and are hereby approved, confirmed and ratified; and
 - (c) any Director (or if execution under the common seal of the Company is required, any two Directors, or any one Director and the company secretary of the Company) be and is/are hereby authorised for and on behalf of the Company to sign, seal, deliver, execute and perfect all such documents and to do all such acts, deeds, matters and things as he/she/they may in his/her/their discretion consider necessary, desirable or expedient to implement, or give effect to, or otherwise for the purposes of, or as contemplated under, or is otherwise in connection with, the System and Networking Sub-contracting Agreement.”

(v) **“THAT:**

- (a) the agreement dated 5 May 2020 entered into between the Company and SHKP in respect of the Maintenance Sub-contracting Arrangement (as defined and more particularly described in the Circular) (the **“Maintenance Sub-contracting Agreement”**, a copy of which has been produced to the meeting marked “E” and signed by the chairman of the meeting for the purpose of identification), and the transactions pursuant thereto and the Maintenance Sub-contracting Arrangement Annual Caps (as defined and more particularly described in the Circular), be and are hereby approved;
- (b) the entering into, execution, performance and implementation of the Maintenance Sub-contracting Agreement by the Directors for and on behalf of the Company be and are hereby approved, confirmed and ratified; and
- (c) any Director (or if execution under the common seal of the Company is required, any two Directors, or any one Director and the company secretary of the Company) be and is/are hereby authorised for and on behalf of the Company to sign, seal, deliver, execute and perfect all such documents and to do all such acts, deeds, matters and things as he/she/they may in his/her/their discretion consider necessary, desirable or expedient to implement, or give effect to, or otherwise for the purposes of, or as contemplated under, or is otherwise in connection with, the Maintenance Sub-contracting Agreement.”

By order of the Board
SUNEVISION HOLDINGS LTD.
Au King-lun, Paulina
Company Secretary

Hong Kong, 26 May 2020

Registered Office:
PO Box 309, Uglan House
Grand Cayman
KY1-1104
Cayman Islands

Head Office and Principal Place of Business:
Unit 3110, 31/F,
Standard Chartered Tower,
Millennium City 1,
388 Kwun Tong Road,
Kwun Tong, Kowloon,
Hong Kong

Notes:

1. To safeguard the health and safety of shareholders of the Company (the “**Shareholders**”) and to prevent the spreading of the COVID-19 pandemic, certain precautionary measures will be implemented at the extraordinary general meeting of the Company to be held on Tuesday, 23 June 2020 (the “**EGM**”) including, without limitation:
 - (i) compulsory body temperature screening/checks;
 - (ii) mandatory use of surgical face mask throughout the EGM (please note that no masks will be provided at the EGM venue and Shareholders should wear their own masks);
 - (iii) mandatory health declaration – any attendee subject to quarantine, has any flu-like symptoms or has travelled overseas within 14 days immediately before the EGM (“**Recent Travel History**”), or has close contact with any person under quarantine or with Recent Travel History will not be permitted to attend the EGM; and
 - (iv) no refreshments or drinks will be provided at the EGM.

Shareholders who (a) do not comply with the precautionary measures referred to in (i) to (iii) above; (b) is subject to quarantine; (c) has any flu-like symptoms; (d) has any Recent Travel History; or (e) has close contact with any person under quarantine or with Recent Travel History may be denied entry to the EGM venue at the absolute discretion of the Company.

Subject to the development of COVID-19, the Company may implement further changes and precautionary measures and may issue further announcement as appropriate.

2. In order to determine entitlements of the Shareholders to attend and vote at the EGM, the register of members of the Company will be closed from Thursday, 18 June 2020 to Tuesday, 23 June 2020, both days inclusive, during which no transfer of shares of the Company (the “**Shares**”) will be effected.
 - (i) In the case of the Shares, all transfer documents accompanied by the relevant share certificates must be lodged for registration with the Company’s Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong not later than 4:30 p.m. on Wednesday, 17 June 2020.
 - (ii) In the case of convertible notes of the Company, in order to be entitled to attend and vote at the EGM, the notice of conversion accompanied by the relevant note certificate and payment of the necessary amount should have been surrendered to and deposited with the Company’s registrar in respect of the convertible notes, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong for conversion into Shares not later than 4:30 p.m. on Wednesday, 6 May 2020.
3. A Shareholder entitled to attend and vote at the EGM is entitled to appoint a person or persons (who must be individuals) as his or her proxy or proxies to attend and, on a poll, vote instead of him or her. A proxy need not be a Shareholder. **For the health and safety of Shareholders, the Company would like to encourage Shareholders to exercise their right to vote at the EGM by appointing the Chairman of the EGM as their proxy and to return their proxy forms by the time specified below, instead of attending the EGM in person.**

4. To be valid, a form of proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of attorney or authority must be deposited with the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible and in any event not later than 12:00 noon on Friday, 19 June 2020 or not less than 48 hours before the time for holding any adjourned EGM (as the case may be) and in default thereof the form of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiry of 12 months from the date of its execution.
5. Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person at the EGM or any adjournment thereof; and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
6. If a black rainstorm warning signal is in force or a tropical cyclone warning signal no. 8 or above is hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon on the day of the EGM, the EGM will be adjourned. The Company will publish an announcement on its website at www.sunevision.com and the website of Hong Kong Exchanges and Clearing Limited at www.hkexnews.hk to notify Shareholders of the date, time and venue of the adjourned meeting.

Shareholders should decide on their own whether they would attend the EGM under bad weather conditions having regard to their own situations and, if they choose to do so, they are advised to exercise care and caution.

As at the date of this notice, the Board comprises six Executive Directors, being Kwok Ping-luen, Raymond, Fung Yuk-lun, Allen, Tong Kwok-kong, Raymond, Tung Chi-ho, Eric, Chan Man-yuen, Martin and Lau Yeuk-hung, Fiona; five Non-Executive Directors, being Cheung Wing-yui, Kwok Kai-wang, Christopher, David Norman Prince, Siu Hon-wah, Thomas and Chan Hong-ki, Robert; and six Independent Non-Executive Directors, being Li On-kwok, Victor, King Yeo-chi, Ambrose, Wong Kai-man, Kwok Kwok-chuen, Lee Wai-kwong, Sunny and Cheng Ka-lai, Lily.

This notice is made in English and Chinese. In case of any inconsistency, the English version shall prevail.