



## AVIC INTERNATIONAL MARITIME HOLDINGS LIMITED

(Formerly known as AVIC International Investments Limited)

(Incorporated in the Republic of Singapore)

(Company Registration No. 201024137N)

### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of **AVIC INTERNATIONAL MARITIME HOLDINGS LIMITED** (the "**Company**") will be held at 2:30 p.m. on 5 August 2015 at Anson Room IV, Level 2 M Hotel, 81 Anson Road, Singapore 079908 for the purpose of considering and, if thought fit, passing, the following resolutions:

*Unless otherwise defined, all capitalised terms used herein shall bear the same meaning ascribed thereto in the Company's Circular to Shareholders dated 21 July 2015 in respect of the resolutions herein.*

#### **AS AN ORDINARY RESOLUTION**

##### **RESOLUTION 1 – THE PROPOSED ACQUISITION**

That, subject to and contingent upon the passing of Ordinary Resolution 2, the Proposed Acquisition be and is hereby approved and that approval be and is hereby given to the Directors:

- (a) to carry out and implement the Proposed Acquisition in accordance with the Share Purchase Agreement, as well as any other transactions contemplated under the Share Purchase Agreement; and
- (b) to complete and do all such acts and things, including without limitation, executing all such documents and approving any amendments, alterations or modifications to any documents as they may consider expedient or necessary or in the interests of the Company to give effect to the transactions contemplated by the Share Purchase Agreement and/or this Resolution 1.

**Shareholders should note that Resolution 1, in respect of the Proposed Acquisition, is conditional upon the passing of Resolution 2, in respect of the Change in Risk Profile. This means that if Resolution 2 is not approved, Resolution 1 would not be duly passed.**

#### **AS AN ORDINARY RESOLUTION**

##### **RESOLUTION 2 – THE CHANGE IN RISK PROFILE**

That the Change in Risk Profile be and is hereby approved and that approval be and is hereby given to the Directors:

- (a) to expand the Group's business into the Ship Investment Business, which includes, *inter alia*, acquiring, owning, selling, brokering and chartering of various types of vessels, and the entry by the Group into such contracts, agreements and undertaking as the Directors may deem desirable, necessary or expedient to expand the business; and
- (b) to complete and do all such acts and things, including without limitation, executing all such documents and approving any amendments, alterations or modifications to any documents as they may consider expedient or necessary or in the interests of the Company to give effect to the Change in Risk Profile and/or this Resolution 2.

**Shareholders should note that Resolution 1, in respect of the Proposed Acquisition, is conditional upon the passing of Resolution 2, in respect of the Change in Risk Profile. This means that if Resolution 2 is not approved, Resolution 1 would not be duly passed.**

**For the avoidance of doubt, Resolution 2 is independent, and the passing of Resolution 2 shall not be conditional on the passing of Resolution 1.**

BY ORDER OF THE BOARD

**Dr Diao Weicheng**

Executive Chairman

21 July 2015

Singapore

#### **Notes:**

- (a) Every Shareholder of the Company entitled to attend and vote at the Extraordinary General Meeting may appoint not more than two proxies to attend and vote in his stead. A proxy need not be a member of the Company.
- (b) Where a member appoints two proxies, he shall specify the proportion of his shareholding to be represented by each proxy. If no such proportion or number is specified, the first named proxy may be treated as representing 100 per cent of the shareholding and any second named proxy as an alternate to the first named.
- (c) If a proxy is to be appointed, the instrument appointing a proxy must be deposited at the registered office of the Company at 10 Collyer Quay, #27-00, Ocean Financial Centre, Singapore 049315, not less than 48 hours before the time appointed for holding the Extraordinary General Meeting or any postponement or adjournment thereof. Completion and return of the Proxy Form by a member will not prevent him from attending and voting at the Extraordinary General Meeting if he so wishes. In such event, the relevant Proxy Form will be deemed to be revoked.
- (d) The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instruction appointing a proxy is executed by a corporation, it must be executed either under its seal or under the hand of any officer or attorney duly authorised.
- (e) A Depositor's name must appear on the Depository Register maintained by CDP not less than 48 hours before the time fixed for holding the Extraordinary General Meeting in order for the Depositor to be entitled to attend and vote at the Special General Meeting as CDP's proxy.
- (f) By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.