

ASPIAL

ASPIAL CORPORATION LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration Number 197001030G)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“EGM”) of Aspial Corporation Limited (the “Company”) will be held at 55 Ubi Avenue 1, #06-05, Ubi 55 Building, Singapore 408935, on 31 March 2016 at 10.00 a.m. for the purpose of considering and, if thought fit, passing with or without amendment, the following resolution which will be proposed as an ordinary resolution:

“ORDINARY RESOLUTION

Approval for the Acquisition of Shares in LCD Global Investments Ltd. (“LCD”) by AF Global Pte. Ltd. and Disposal of Shares in LCD by Aspial Corporation Limited

RESOLVED THAT:

- (a) the entry by the Company, Mr Koh Wee Seng (“KWS”) and Mdm Tan Su Lan (“TSL”) into the sale and purchase agreement dated 16 November 2015 (the “Agreement”) with AF Global Pte. Ltd. (the “Purchaser”) pursuant to which:
 - (i) the Company has agreed to sell and the Purchaser has agreed to acquire 100,519,000 issued ordinary shares in the capital of LCD (the “LCD Shares”), representing approximately 9.52 per cent. of the total issued LCD Shares (the “Disposal”); and
 - (ii) (A) KWS has agreed to sell and the Purchaser has agreed to acquire 152,098,000 LCD Shares, representing approximately 14.41 per cent. of the total issued LCD Shares and (B) TSL has agreed to sell and the Purchaser has agreed to acquire 52,329,000 LCD Shares, representing approximately 4.96 per cent. of the total issued LCD Shares (the “Acquisition”, and together with the Disposal, the “Transaction”), comprising, in aggregate, 304,946,000 LCD Shares, representing approximately 28.89 per cent. of the total issued LCD Shares, for an aggregate cash consideration of S\$74,159,973.32 be approved and ratified; and
- (b) the directors of the Company (the “Directors”) and each of them be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required under or pursuant to the Agreement and to make such amendments thereto as the Directors may consider necessary, desirable and expedient) in connection with the Transaction as they or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to this resolution.”

BY ORDER OF THE BOARD

Lim Swee Ann
Company Secretary
15 March 2016
Singapore

Notes:

- (1) (a) A member of the Company who is not a relevant intermediary is entitled to appoint not more than two proxies to attend, speak and vote at the EGM in his stead. Where such member's form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.
 - (b) A member of the Company who is a relevant intermediary is entitled to appoint more than two proxies to attend, speak and vote at the meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.
- “Relevant intermediary” has the meaning ascribed to it in Section 181 of the Companies Act, Chapter 50 of Singapore (the “Act”).
- (2) A proxy need not be a member of the Company.
 - (3) A corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at the EGM, in accordance with its Constitution and Section 179 of the Act.
 - (4) The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 50 Raffles Place, #32-01, Singapore Land Tower, Singapore 048623, not less than 48 hours before the time appointed for holding the EGM.
 - (5) The instrument appointing a proxy or proxies must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its Common Seal or under the hand of its attorney or duly authorised officer.
 - (6) Where the instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
 - (7) Completion and return of the instrument appointing a proxy or proxies shall not preclude a member of the Company from attending and voting at the EGM. Any appointment of a proxy or proxies shall be deemed to be revoked if such member attends the EGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy to the EGM.
 - (8) Words importing the masculine gender shall, where applicable, include the feminine and neuter genders.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM 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 or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, take-over 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 or service providers), 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 or service providers) 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.