

ASPIAL

ASPIAL CORPORATION LIMITED

(Incorporated in the Republic of Singapore)

(Company Registration No.: 197001030G)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting ("EGM") of Aspiat Corporation Limited (the "Company") will be held at 55 Ubi Avenue 1, #06-05, Ubi 55, Singapore 408935, on 7 August 2019 at 2.00 p.m. for the purpose of considering and, if thought fit, passing with or without amendment, the following resolutions which will be proposed as ordinary resolutions:

"Ordinary Resolution 1: The Proposed Adoption of the IPT General Mandate for Interested Person Transactions"

RESOLVED THAT:

- (a) approval be and is hereby given, for the purposes of Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited (the "SGX-ST") (the "Listing Manual"), for the Company to enter into the Mandated Corporate Guarantee Transactions (as defined in the circular dated 23 July 2019 issued by the Company to shareholders of the Company), for the benefit of any of Maxi-Cash Financial Services Corporation Ltd. ("Maxi-Cash"), its subsidiaries and its associated companies, provided that such transactions are carried out on normal commercial terms, will not be prejudicial to the interests of the Company and its minority shareholders and in accordance with the methods and review procedures for such interested person transactions (the "IPT General Mandate");
- (b) the IPT General Mandate shall, unless revoked or varied by the Company in general meeting, continue in force until the conclusion of the next Annual General Meeting of the Company;
- (c) the Audit Committee of the Company be and is hereby authorised to take such action as it deems proper in respect of procedures and/or to modify or implement such procedures as may be necessary to take into consideration any amendments to Chapter 9 of the Listing Manual which may be prescribed by the SGX-ST from time to time; and
- (d) 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, without limitation, executing all such documents as may be required and to make such amendments thereto as the Directors may consider necessary, desirable and expedient) as they or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to the transactions contemplated and/or authorised by the IPT General Mandate and/or this resolution.

Ordinary Resolution 2: Proposed Entry into the Loan Agreement with Maxi-Cash Financial Services Corporation Ltd. and Aspiat Treasury Pte. Ltd.

RESOLVED THAT:

- (a) approval be and is hereby given, for the purposes of Chapter 9 of the Listing Manual, for the entry by the Company into a loan agreement with Maxi-Cash and Aspiat Treasury Pte. Ltd. (the "Loan Agreement") whereby the Company and/or Aspiat Treasury Pte. Ltd. shall extend term loans to the Maxi-Cash Group in the form of a revolving credit line, for up to an aggregate principal sum of S\$50,000,000, and all the transactions contemplated thereby; and
- (b) the Directors and each of them be and are hereby severally authorised to complete and do all such acts and things (including, without limitation, executing the Loan Agreement and such documents as may be required and to make such amendments thereto as the Directors may consider necessary, desirable and expedient) as they or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to the transactions contemplated by the Loan Agreement.

Ordinary Resolution 3: Proposed Disposal of the Entire Issued and Paid-up Share Capital of Aspiat Property Investment Pte. Ltd.

RESOLVED THAT:

- (a) the entry by the Company into the share purchase agreement dated 10 July 2019 (the "Share Purchase Agreement") with Maxi-Cash, pursuant to which the Company has agreed to sell, and Maxi-Cash has agreed to acquire, all the issued ordinary shares in the capital of Aspiat Property Investment Pte. Ltd. ("Aspiat Property") held by the Company, comprising, in aggregate, 2,000,000 ordinary shares in the capital of Aspiat Property representing the entire issued and paid-up capital of Aspiat Property, on the terms and conditions set out in the Share Purchase Agreement (the "Proposed Disposal"), be approved, confirmed and ratified, and adopted; and
- (b) the Directors and each of them be and are hereby severally authorised to complete and do all such acts and things (including, without limitation, executing such documents as may be required pursuant to the Share Purchase Agreement and to make such amendments thereto as the Directors may consider necessary, desirable and expedient) as they or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to the Proposed Disposal."

BY ORDER OF THE BOARD

Lim Swee Ann
Company Secretary
23 July 2019
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 72 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.