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 10.00 a.m. on 5 February 2016 at Anson IV, Level 2, M Hotel Singapore, 81 Anson Road, Singapore 079908 for the purpose of considering, and if thought fit, passing, with or without modifications, the following ordinary resolution:

Unless otherwise defined, all capitalised terms used herein shall bear the same meaning ascribed thereto in the circular dated 21 January 2016 to shareholders of the Company.

ORDINARY RESOLUTION

THE PROPOSED CHANGE OF AUDITORS

THAT:

(a) the resignation of Messrs Deloitte & Touche LLP as auditors of the Company be and is hereby accepted and that Messrs PricewaterhouseCoopers LLP be and are hereby appointed auditors of the Company and to hold office until the conclusion of the next annual general meeting of the Company (the "**Proposed Change of Auditors**"), at such remuneration and on such terms to be agreed between the Directors and PwC; and

(b) subject to the relevant laws and regulations, the Listing Manual of the Singapore Exchange Securities Trading Limited and the Articles of Association of the Company, any Director or Directors be and are hereby authorized to do any acts or things to give effect to the Proposed Change of Auditors.

BY ORDER OF THE BOARD
AVIC INTERNATIONAL MARITIME HOLDINGS LIMITED

Dr Diao Weicheng
Executive Chairman
Singapore
21 January 2016

Notes:

1. 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.
2. 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.
3. The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be executed either under its common seal or under the hand of any duly authorised officer or attorney duly authorised.
4. 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 From will be deemed to be revoked.
5. 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.
6. 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.