



PCI LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration Number 198804482N)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting of PCI LIMITED (the “**Company**”) will be held at The Board Room, 390 Jalan Ahmad Ibrahim, Singapore 629155, on 27 March 2015 at 2.30 p.m., for the purpose of considering and, if thought fit, passing with or without any modifications, the following resolutions which will be proposed as ordinary resolutions:-

All capitalised terms in this Notice which are not defined herein shall have the same meanings ascribed to them in the Circular to Shareholders of the Company dated 12 March 2015.

ORDINARY RESOLUTION

Resolution 1: Approval of the Proposed Surrender by Quijul Pte Ltd, PCI Limited's Wholly-Owned Subsidiary, of its Lease of Lot No. 281C Mukim No. 06 also known as Pte Lot A18676 Together With the Building(s) Erected Thereon and known as 322 and 386 Jalan Ahmad Ibrahim, Singapore

That:-

- (i) the conditional acceptance (the “**Disposal**”) by Quijul Pte Ltd (“**Quijul**”) dated 12 February 2015 of Jurong Town Corporation’s (“**JTC’s**”) offer dated 30 January 2015 (the “**Surrender Offer**”, and together with Quijul’s conditional acceptance, the “**Surrender Agreement**”) in respect of Quijul’s surrender of its lease of Lot No. 281C Mukim No. 06 also known as Pte Lot A18676 together with the building(s) erected thereon and known as 322 and 386 Jalan Ahmad Ibrahim, Singapore (the “**JAI Property**”) be approved, confirmed and ratified, and adopted as the act and deed of the Company;
- (ii) the Disposal pursuant to, and in accordance with, the terms of the Surrender Agreement, be and is hereby approved; and
- (iii) the Directors of the Company and each of them be and is hereby authorised to complete and do all such acts and things (including executing all such documents and ancillary agreements and to make all such amendments thereto as may be required in connection with the Disposal and the Surrender Agreement) as they or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to this Ordinary Resolution, the Disposal, the Surrender Agreement, as they or he may deem fit.

Resolution 2: Approval of the Proposed Acquisition of Lot No. 2960A Mukim No. 06 Together With the Building Erected Thereon and known as 35 Pioneer Road North, Singapore

That:-

- (i) the entry by the Company into the sale and purchase agreement (the “**Acquisition Agreement**”) with Amtek Precision Technology Pte. Ltd. (the “**Vendor**”) dated 2 January 2015 in connection with the Company’s acquisition of the whole of 35 Pioneer Road North, Singapore (Lot No. 2960A of Mukim 06) together with the building erected thereon (the “**Pioneer Property**”) including the Automatic Storage and Retrieval System installed in the warehouse located on the ground floor of the building erected on the Property from the Vendor (the “**Acquisition**”) be approved, confirmed and ratified, and adopted as the act and deed of the Company;
- (ii) the Acquisition pursuant to, and in accordance with, the terms of the Acquisition Agreement, be and is hereby approved; and
- (iii) the Directors of the Company and each of them be and is hereby authorised to complete and do all such acts and things (including executing all such documents and ancillary agreements and to make all such amendments thereto as may be required in connection with the Acquisition and the Acquisition Agreement) as they or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to this Ordinary Resolution, the Acquisition, the Acquisition Agreement, as they or he may deem fit.

BY ORDER OF THE BOARD

Valerie Tan May Wei
Company Secretary
Singapore, 12 March 2015

Notes:

- (1) A member entitled to attend and vote at this meeting is entitled to appoint a proxy to attend and vote in his stead. A proxy need not be a member of the Company.
- (2) If a proxy is to be appointed, the form must be deposited at the registered office of the Company at 386 Jalan Ahmad Ibrahim, Singapore 629156 not less than forty-eight (48) hours before the meeting. The sending of a Proxy Form by a member does not preclude him from attending and voting in person at the EGM if he so wishes. Any appointment of a proxy or proxies shall be deemed to be revoked if a 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 Proxy Form to the EGM.
- (3) The form of proxy must be signed by the appointor or his attorney duly authorised in writing. In the case of joint shareholders, all holders must sign the form of proxy.

Personal data privacy:

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.

Kindly note that by attending the Extraordinary General Meeting, the members of the Company, their proxy(ies) and/ or representative(s) consent to the video-recording of the proceedings of the Extraordinary General Meeting, for the Company’s records.