



FU YU CORPORATION LIMITED
(Company Registration No. 198004601C)
(Incorporated in the Republic of Singapore)
(the "Company")

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at Bridge Rooms, Level 2, Raffles Marina, 10 Tuas West Drive, Singapore 638404, on 3 July 2015 at 11.30 a.m. for the purpose of considering and, if thought fit, passing with or without any modification, the following special resolution:

All capitalised terms used below which are not defined herein shall have the same meaning ascribed to them in the Circular to Shareholders dated 11 June 2015 ("Circular"), unless otherwise defined herein or where the context otherwise requires.

SPECIAL RESOLUTION:

PROPOSED CAPITAL REDUCTION AND PROPOSED CASH DISTRIBUTION

RESOLVED THAT, pursuant to Article 10A of the Articles of Association of the Company and subject to the provisions of Section 78A read with Section 78C of the Companies Act, Chapter 50 of Singapore ("Companies Act"), as amended, modified or re-enacted from time to time:

- (1) the share capital of the Company be reduced by S\$19,018,747.07 and that such reduction be effected by:
 - (a) cancelling the share capital of the Company which has been lost or is unrepresented by available assets to the extent of S\$15,253,773.19, and that an amount equal to S\$15,253,773.19, being part of the credit arising from the cancellation of the share capital of the Company, be applied in writing off the accumulated losses of the Company as at 31 December 2014 to the extent of S\$15,253,773.19; and
 - (b) returning the sum of S\$3,764,973.88 from the issued share capital of the Company to the Shareholders, being registered holders of the Shares other than the Company, except that where the registered holder is The Central Depository (Pte) Limited, the term "Shareholders" shall mean Depositors (other than the Company) as defined under the Companies Act, on the basis of S\$0.005 for each Share held by a Shareholder or on his/her behalf as at a books closure date to be determined by the Directors; and
- (2) the Directors of the Company and each of them be and are hereby authorised and empowered to complete and do all such acts and things (including without limitation, to execute all such documents as may be required, to approve any amendments, alterations or modifications to any documents, and to sign, file and/or submit any notices, forms and documents with or to the relevant authorities) as they/he/she may consider necessary, desirable or expedient to give effect to the matters contemplated by this Resolution.

BY ORDER OF THE BOARD OF DIRECTORS

Dr John Chen Seow Phun
Non-Executive Chairman and Independent Director
11 June 2015

Notes:

- (1) A member entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend and vote in his stead.
- (2) The instrument appointing a proxy must be deposited at the registered office of the Company at 8 Tuas Drive 1, Singapore 638675, not less than forty-eight (48) hours before the time appointed for holding the EGM.

Personal data privacy:

By submitting an instrument appointing 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) for the purpose of the processing and administration by the Company (or its agents) 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) 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.