



AMPLEFIELD LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No. 198900188N)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting of Amplefield Limited ("**Company**") will be held at RELC International Hotel, Room 602, Level 6, 30 Orange Grove Road, Singapore 258352 on 15 November 2017 at 1.00 p.m. for the purpose of considering and, if thought fit, passing with or without modifications, the following resolutions which will be proposed as ordinary resolutions:

*All capitalised terms used in this notice which are not defined herein shall have the meanings as ascribed to them in the Circular dated 31 October 2017 to shareholders of the Company ("**Circular**").*

ORDINARY RESOLUTION 1

THE RIGHTS CUM WARRANTS ISSUE

RESOLVED THAT subject to and contingent upon the passing of Ordinary Resolution 2, a proposed renounceable non-underwritten rights cum warrants issue ("**Rights cum Warrants Issue**") of up to 1,037,643,438 new Shares ("**Rights Shares**") at an issue price of S\$0.05 for each Rights Share, and up to 691,762,292 free detachable warrants of the Company ("**Warrants**"), with each Warrant carrying the right to subscribe for one Share ("**Warrant Share**") at an exercise price of S\$0.05 for each Warrant Share, on the basis of three Rights Shares and two free Warrants for every one Share held by shareholders of the Company ("**Shareholders**") as at a books closure date to be determined ("**Books Closure Date**"), fractional entitlements to be disregarded, be and is hereby approved and the Board be and is hereby authorised to:

- (a) effect the Rights cum Warrants Issue in the manner as set out in the Circular, including the allotment and issue of:
 - (i) such number of Rights Shares as the Directors may determine, up to a maximum of 1,037,643,438 Rights Shares at an issue price of S\$0.05 for each Rights Share;
 - (ii) such number of Warrants as the Directors may determine, up to a maximum of 691,762,292 Warrants to be issued together with the Rights Shares, with each Warrant carrying the right to subscribe for one Warrant Share at an exercise price of S\$0.05 for each Warrant Share, during the period commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the fifth anniversary of the date of issue of the Warrants, subject to the terms and conditions of the Deed Poll constituting the Warrants to be executed by the Company on such terms and conditions as the Directors may deem fit; and
 - (iii) such further Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Deed Poll (and such further Warrants to rank *pari passu* with the Warrants and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the Deed Poll);
- (b) effect and carry out the Rights cum Warrants Issue on the terms of and subject to the conditions set out below and/or otherwise on such terms and conditions as the Directors may, in their absolute discretion, deem fit:
 - (i) that the provisional allotments of the Rights Shares with Warrants under the Rights cum Warrants Issue shall be made on a renounceable basis to Shareholders whose names appear in the Register of Members of the Company or the records of The Central Depository (Pte) Limited ("**CDP**") as at the Books Closure Date with registered addresses in Singapore or who have, at least three market days prior to the Books Closure Date, provided to the CDP or the Company, as the case may be, addresses in Singapore for the service of notices and documents, on the basis of three Rights Shares and two free Warrants for every one existing Share held by Eligible Shareholders at the Books Closure Date;
 - (ii) no provisional allotment of the Rights Shares with Warrants shall be made in favour of, and no application form or other documents in respect thereof shall be issued or sent to Shareholders with registered addresses outside Singapore as at the Books Closure Date or who have not, at least three market days prior thereto, provided to the CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents;
 - (iii) the entitlements to the Rights Shares with Warrants which would otherwise accrue to Foreign Shareholders shall be disposed of or dealt with by the Company in such manner and on such terms and conditions as the Directors may, in their absolute discretion, deem fit, including without limitation to be sold "nil-paid" on the Singapore Exchange Securities Trading Limited and the net proceeds therefrom, if any, will be dealt in accordance with the terms set out in the offer information statement to be issued by the Company in respect to the Rights cum Warrants Issue;
 - (iv) no provisional allotments of Rights Shares with Warrants shall be made in favour of Shareholders other than Eligible Shareholders;
 - (v) the provisional allotments of Rights Shares with Warrants not taken up or allotted for any reason (other than allotments to Foreign Shareholders referred to above) shall be dealt with in such manner, as the Directors may in their absolute discretion, deem fit in the interests of the Company; and
 - (vi) the Rights Shares when issued and paid-up will rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments or other distributions, the record date for which falls before the date of issue of the Rights Shares;
- (c) allot and issue, notwithstanding that the issue thereof may take place after the next ensuing annual or other general meeting of the Company:
 - (i) up to 691,762,292 Warrant Shares on the exercise of the Warrants, credited as fully paid, subject to and otherwise in accordance with the conditions of the Deed Poll, may otherwise Shares (when issued and paid) to rank *pari passu* in all respects with the then existing Shares (save as such Warrant be provided in the terms and conditions of the Deed Poll), save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Warrant Shares; and
 - (ii) on the same basis as paragraph c(i) above, such further Warrant Shares as may be required to be allotted and issued on the exercise of any of the additional Warrants referred to in paragraph (a)(iii) above; and
- (d) the Directors of the Company and any of them be and is hereby authorised to complete and do all such acts and things (including executing all such documents as may be required) as the Board or such Director may consider expedient or necessary or in the interests of the Company to give effect to this Resolution and in connection with the Rights cum Warrants Issue.

ORDINARY RESOLUTION 2

THE WHITEWASH RESOLUTION

RESOLVED THAT subject to and contingent upon the passing of Ordinary Resolution 1, and the SIC Conditions being fulfilled, the Shareholders (other than the Concert Party Group and Shareholders not independent of them) do hereby, on a poll taken, unconditionally and irrevocably waive their rights to receive a mandatory general offer from the Concert Party Group in accordance with Rule 14 of the Code, in the event that the subscription of the Rights Shares with Warrants and Excess Applications for the Rights Shares with Warrants by the Concert Party Group pursuant to the Rights cum Warrants Issue results in them incurring an obligation to make a mandatory general offer pursuant to Rule 14 of the Code.

ORDINARY RESOLUTION 3

THE PROPOSED IPT MANDATE

RESOLVED THAT:

- (a) pursuant to Chapter 9 of the Catalyst Rules, approval be and is hereby given for the Company, its subsidiaries and associated companies that is an "entity at risk" (as defined in Chapter 9 of the Catalyst Rules), to enter into any of the IPTs with any of the Mandated Interested Persons, provided that such transactions are made on normal commercial terms which are not prejudicial to the interests of the Company and its minority Shareholders and are in accordance with the review procedures as set out in the Circular;
- (b) the Proposed IPT Mandate shall, unless revoked or varied by the Company in a general meeting, continue to be in force until the conclusion of the next AGM or the date by which the next AGM is required by law to be held, whichever is earlier; and
- (c) the Directors of the Company and any of them be and is hereby authorised to complete and to do all such acts and things (including but not limited to the execution of all such agreements and documents as may be required) as he may consider necessary, desirable, expedient or in the interests of the Company to give effect to this Resolution and in connection with the Proposed IPT Mandate.

ORDINARY RESOLUTION 4

PROPOSED SHARE ACQUISITION

RESOLVED THAT:

- (a) approval be and is hereby given for the Proposed Share Acquisition on the terms and conditions as set out in the ALI Agreement; and
- (b) the Directors of the Company and any of them be and is hereby authorised to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents including any amendment, alteration, modification or variation as may be required or as the Board or such Director may consider expedient or necessary or in the interests of the Company to give effect to this Resolution and in connection with the ALI Agreement.

BY ORDER OF THE BOARD

Amplefield Limited

Woon Ooi Jin

Executive Director

31 October 2017

Notes:

1. The Concert Party Group and Shareholders not independent of them shall abstain from voting in respect of Ordinary Resolution 2 to approve the Whitewash Resolution.
2. Except for a member who is a Relevant Intermediary as defined under Section 181(6) of the Companies Act, Chapter 50 of Singapore (the "**Companies Act**"), a member of the Company entitled to attend and vote at a meeting of the Company is entitled to appoint not more than two proxies to attend and vote on his behalf. Such proxy need not be a member of the Company.
3. Where a member who is not a Relevant Intermediary, appoints more than one proxy, the appointment shall be invalid unless the member specifies the proportion of his/her shareholding to be represented by each proxy in the instrument appointing the proxies.
4. Pursuant to Section 181(1C) of the Companies Act, a member who is a Relevant Intermediary, such as banks and capital markets services licence holders which provide custodial services and are members of the Company, may appoint more than two proxies provided each proxy is appointed to exercise the rights attached to different shares held by the member. In such event, the Relevant Intermediary shall submit a list of its proxies together with the information required in this proxy form to the Company.
5. If the member is a corporation, the instrument appointing the proxy must be given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.
6. The instrument appointing a proxy must be deposited at the registered office of the Company's Share Register, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, Singapore Land Tower #32-01, Singapore 048623 not less than 48 hours before the time appointed for holding of the EGM.
7. Shareholders who have used their CPF account savings to buy shares in the capital of the Company and who wish to attend the Extraordinary General Meeting as observers are to register with their respective CPF agent banks.
8. The Company shall be entitled to reject an instrument of proxy which is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the instrument of proxy. In addition, in the case of shares entered in the Depository Register, the Company may reject an instrument of proxy if the member, being the appointor, is not shown to have shares against his name in the Depository Register as at seventy-two (72) hours before the time appointed for holding the meeting, as certified by The Central Depository (Pte) Limited to the Company.

Personal data privacy:

By submitting a proxy form 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) 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.