



AEI CORPORATION LTD.
(Company Registration No. 198300506G)
(Incorporated in Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

*All capitalised terms in this Notice of Extraordinary General Meeting and defined in the letter to shareholders dated 10 April 2015 (the "**Letter to Shareholders**") shall, unless otherwise defined herein, bear the respective meanings ascribed thereto in the Letter to Shareholders.*

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of AEI Corporation Ltd. (the "**Company**") will be held at 12 Penjuru Lane, Jurong Town Industrial Estate, Singapore 609192 on 27 April 2015 at 10 a.m. (or immediately after the conclusion of the annual general meeting to be held on 27 April 2015 at 9 a.m.) for the purpose of considering and, if thought fit, passing, with or without amendments, the following ordinary resolutions:-

ORDINARY RESOLUTION 1:

THE PROPOSED CONSOLIDATION OF EVERY TEN (10) EXISTING ISSUED ORDINARY SHARES IN THE CAPITAL OF THE COMPANY HELD BY SHAREHOLDERS OF THE COMPANY AS AT THE BOOKS CLOSURE DATE, INTO ONE (1) ORDINARY SHARE IN THE CAPITAL OF THE COMPANY, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED

That with effect from the date to be determined by the directors of the Company ("**Directors**") and pursuant to the Articles of Association of the Company, approval be and is hereby given:

- (a) with effect from the Effective Trading Date, for the proposed consolidation of every ten (10) Existing Shares in the capital of the Company held by Shareholders as at the Books Closure Date into one (1) Consolidated Share in the manner set out in the Letter to Shareholders dated 10 April 2015;
- (b) with effect from the Effective Trading Date, for the Directors to disregard any fraction of a Consolidated Share which may arise from the Proposed Share Consolidation pursuant to paragraph (a) above, and for all fractions of Consolidated Shares to which holders of the Existing Shares would otherwise be entitled to, be dealt with in such manner as the Directors may, in their absolute discretion after consulting the Company's legal or financial advisers with regards to the shareholders' rights, deem fit in the interest of the Company;
- (c) for the Directors to be authorised to fix the Books Closure Date and the date on which the Shares will trade on the Main Board in board lots of 100 Consolidated Shares in their absolute discretion as they deem fit; and
- (d) for the Directors and each of them to be and is hereby authorised and empowered to complete and do and execute all such things and acts (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 or he may think necessary, desirable or expedient to give effect to this Resolution and the Proposed Share Consolidation, with such modifications thereto (if any) as they or he shall think fit in the interests of the Company.

ORDINARY RESOLUTION 2:

THE PROPOSED INTERNAL RESTRUCTURING OF THE COMPANY INVOLVING TRANSFERS OF BUSINESS, ASSETS AND PROPERTY FROM THE COMPANY TO WHOLLY-OWNED SUBSIDIARIES

That approval be and is hereby given:

- (a) for the Proposed Internal Restructuring involving transfers of business, assets and property from the Company to wholly-owned subsidiaries; and
- (b) for the Directors and each of them to be authorised and empowered to take all such steps and to enter into and execute all commitments, transactions, deeds, agreements, arrangements, undertakings, indemnities, transfers, assignments and guarantees as they may deem fit, necessary, expedient and/or appropriate in order to implement, finalise and give full effect to the Proposed Internal Restructuring and/or any part of this ordinary resolution; with full power to assent to any conditions, modifications, revaluations, variations including but not limited to any amendments as may be required by any relevant authority/authorities or persons.

By Order of the Board

Ngiam Zee Moev
Foo Soon Soo
Company Secretaries
10 April 2015

Notes:

- (1) A Shareholder entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend and vote on his behalf. A proxy need not be a member of the Company.
- (2) If the appointer is a corporation, the instrument appointing a proxy must be under seal or the hand of its duly authorised officer or attorney.
- (3) The instrument appointing a proxy must be deposited at the Company's Registered Office not less than forty-eight (48) hours before the time set for the Extraordinary General Meeting or any postponement or adjournment thereof.

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 shareholder (i) consents to the collection, use and disclosure of the shareholder'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 shareholder discloses the personal data of the shareholder's proxy(ies) and/or representative(s) to the Company (or its agents), the shareholder 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 shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the shareholder's breach of warranty.