



CEI CONTRACT MANUFACTURING LIMITED

(Company Registration No. 199905114H)

(Incorporated in Singapore with limited liability)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of CEI Contract Manufacturing Limited (the "Company") will be held at The Grassroots' Club, 190 Ang Mo Kio Avenue 8, Singapore 568046, on 16 April 2015 at 11.00 a.m. (or as soon thereafter following the conclusion of the Annual General Meeting of the Company to be held at 9.00 a.m. on the same day and at the same venue), for the purpose of considering and, if thought fit, approving with or without amendment the following ordinary resolution:

All capitalized terms contained herein shall, unless otherwise defined in this Notice, bear the respective meanings ascribed thereto in the circular to shareholders of the Company dated 25 March 2015 (the "Circular").

ORDINARY RESOLUTION:

THE PROPOSED CONSOLIDATION OF EVERY FOUR (4) EXISTING ISSUED ORDINARY SHARES (THE "EXISTING SHARES") IN THE CAPITAL OF THE COMPANY HELD BY SHAREHOLDERS OF THE COMPANY AT A BOOKS CLOSURE DATE TO BE DETERMINED, INTO ONE (1) ORDINARY SHARE (THE "CONSOLIDATED SHARES") IN THE CAPITAL OF THE COMPANY, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "PROPOSED SHARE CONSOLIDATION")

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

- (a) for the proposed consolidation of every four (4) Existing Shares held by Shareholders as at a books closure date to be determined by the Directors ("Books Closure Date") into one (1) Consolidated Share in the manner set out in the circular to Shareholders dated 25 March 2015;
- (b) any fraction of a Consolidated Share which may arise from the Proposed Share Consolidation pursuant to paragraph (a) above shall be disregarded without compensation to the affected Shareholders, and all fractions of the Consolidated Shares to which holders of the Existing Shares would otherwise be entitled to shall be aggregated and dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company;
- (c) the Directors of the Company be authorised to fix the Books Closure Date and the date on which the Shares will trade on the SGX-ST in board lots of 100 Consolidated Shares (the "Effective Trading Date") in their absolute discretion as they deem fit; and
- (d) the Directors be authorised to do and execute all such acts and things as they or he may consider necessary or expedient to give effect to this resolution and the Proposed Share Consolidation.

By Order of the Board

Teo Soon Hock
Secretary
Singapore, 25 March 2015

Notes:

1. A member entitled to attend and vote at the EGM is entitled to appoint no more than two proxies to attend and vote in his behalf and such proxy need not be a member of the Company.
2. The proxy form must be deposited at the Company's registered office at 2 Ang Mo Kio Avenue 12, Singapore 569707 not later than 48 hours before the time of the EGM.
3. A Depositor's name must appear in the Depository Register maintained by the Central Depository (Pte) Limited at least 48 hours before the time fixed for the holding of the EGM or any postponement or adjournment thereof, in order for the Depositor to attend and vote at the EGM.

Personal Data Privacy:

By submitting an instrument 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.