
NOTICE OF EXTRAORDINARY GENERAL MEETING

CEI CONTRACT MANUFACTURING LIMITED

(Incorporated in the Republic of Singapore)

(Company Registration No.199905114H)

AS WE WILL BE USING MOBILE PHONES FOR POLLING, SHAREHOLDERS ATTENDING THE EXTRAORDINARY GENERAL MEETING ARE REQUESTED TO BRING THEIR SMART PHONES.

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 Wednesday, 6 April 2016 at 11.30 a.m. (or as soon thereafter following the conclusion of the Annual General Meeting of the Company to be held at 10.30 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 special resolutions:

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 15 March 2016 (the “**Circular**”).

SPECIAL RESOLUTIONS:-

1. The Proposed Change of Name of Company

THAT subject to the approval of the Accounting and Corporate Regulatory Authority of Singapore (“**ACRA**”), the name of the Company be changed to “CEI Limited” and the name “CEI Contract Manufacturing Limited” be substituted by “CEI Limited” wherever the former name appears in the Company’s Memorandum and Articles of Association; and

THAT 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 this Resolution.

2. The Proposed Adoption of a new Constitution of Company

THAT the proposed constitution as set out in Appendix A of the Circular and submitted to this Meeting be approved and adopted as the Constitution of the Company in substitution for, and to the exclusion of, the existing Memorandum and Articles of Association of the Company; and

THAT in the event that the above Resolution 1 relating to the proposed change of name of the Company is not passed or the relevant approval of ACRA is not obtained, the name of the Company in the Proposed Constitution shall be amended to read “CEI Contract Manufacturing Limited”; and

THAT 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 this Resolution.

BY ORDER OF THE BOARD

Teo Soon Hock
Company Secretary
Singapore
15 March 2016

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Notes:

1. A member who is not a relevant intermediary is entitled to appoint not more than 2 proxies to attend, speak and vote at the EGM. Where such member's proxy form appoints more than 1 proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the proxy form.
2. A member who is a relevant intermediary is entitled to appoint more than 2 proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than 2 proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the proxy form.
3. **"Relevant intermediary"** means:-
 - (a) a banking corporation licensed under the Banking Act (Cap. 19) or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
 - (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act (Cap. 289) and who holds shares in that capacity; or
 - (c) the Central Provident Fund Board established by the Central Provident Fund Act (Cap. 36), in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
4. A proxy need not be a member of the Company.
5. 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.
6. A Depositor's name must appear in the Depository Register maintained by the Central Depository (Pte) Limited at least 72 hours before the time fixed for the holding of the EGM or any postponement or adjournment thereof, in order for the Depositor, or his proxy, 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.