



YONGNAM HOLDINGS LIMITED

(Company registration No. 199407612N)
(Incorporated in Singapore on 19 October 1994)

NOTICE OF EXTRAORDINARY GENERAL MEETING

Unless otherwise defined, all capitalised terms herein shall bear the same meaning as used in the Circular dated 13 April 2015 issued by Yongnam Holdings Limited (the "Circular").

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Yongnam Holdings Limited ("Company") will be held at 51 Tuas South Street 5, Singapore 637644 on 28 April 2015 at 3:00 p.m. (or immediately after the conclusion of the AGM) for the purpose of considering and, if thought fit, passing with or without modifications, the following Ordinary Resolution:

ORDINARY RESOLUTION

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

THAT

- (a) for the proposed consolidation of every four (4) existing issued ordinary shares in the capital of the Company ("Existing Shares") held by shareholders of the Company ("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 ("Proposed Share Consolidation"), fractional entitlements to be disregarded;
- (b) for the Directors to deal with 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 aggregated and/or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company; and
- (c) for the Directors and each of them to be authorised and empowered to complete and do and execute all such things and acts (including, without limitation, executing all such documents as may be required) as they or he may think necessary or expedient to give effect to this Resolution, with such modifications thereto (if any) as they or he shall think fit in the interests of the Company."

BY ORDER OF THE BOARD

SEOW SOON YONG

Chief Executive Officer

13 April 2015

Notes:

- (1) A member of the Company entitled to attend and vote at the above Extraordinary General Meeting of the Company is entitled to appoint not more than two proxies to attend and vote on his/her behalf. A proxy need not be a member of the Company.
- (2) If the appointor is a corporation, the proxy must be executed under seal or the hand of its duly authorised officer or attorney.
- (3) The instrument appointing a proxy must be deposited at the registered office of the Company at 51 Tuas South Street 5, Singapore 637644 not later than 48 hours before the Meeting.

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 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 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, **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.