

FORM 51-102F3
MATERIAL CHANGE REPORT

ITEM 1: NAME AND ADDRESS OF COMPANY

Aecon Group Inc. ("**Aecon**" or the "**Company**")
20 Carlson Court, Suite 800
Toronto, ON M9W 7K6

ITEM 2: DATE OF MATERIAL CHANGE

October 26, 2017

ITEM 3: NEWS RELEASE

A press release was issued and disseminated through CNW Group on October 26, 2017 and subsequently filed on SEDAR. A copy of the press release is attached as Schedule A to this report.

ITEM 4: SUMMARY OF MATERIAL CHANGE

On October 26, 2017, the Company announced that it entered into a binding arrangement agreement dated October 26, 2017 (the "**Arrangement Agreement**") with CCCC International Holding Limited (the "**Parent**") and the Parent's wholly-owned subsidiary, 10465127 Canada Inc. (the "**Purchaser**") pursuant to which the Purchaser has agreed to acquire 100% of the issued and outstanding common shares of the Company (the "**Common Shares**") by way of a statutory plan of arrangement under Section 192 of the *Canada Business Corporations Act* (the "**Arrangement**") for \$20.37 per Common Share in cash, representing an enterprise value of \$1.51 billion.

The Arrangement will not involve any amendments to the terms of the Company's convertible subordinated debentures.

ITEM 5: FULL DESCRIPTION OF MATERIAL CHANGE

Overview

On October 26, 2017, the Parent, the Purchaser and the Company entered into the Arrangement Agreement pursuant to which the Purchaser will acquire, through the Arrangement, 100% of the issued and outstanding Common Shares for \$20.37 per Common Share in cash, subject to the terms and conditions in the Arrangement Agreement.

To be effective, the Arrangement must be approved by (i) at least two-thirds (66-2/3%) of the votes cast by Company shareholders present in person or represented by proxy at a special meeting of Company shareholders (the "**Company Meeting**"), and (ii) if, and to the extent required, a simple majority of the votes cast by the Company shareholders present in person or represented by proxy at the Company Meeting, excluding for this purpose votes attached to the Common Shares required to be excluded for the purposes of "minority approval" under Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* (collectively, the "**Required Approval**"). The Arrangement is also subject to certain other conditions, including the approval of the Ontario Superior Court of Justice (the "**Court**").

The Arrangement is the culmination of the sale process conducted by the Company and disclosed on August 25, 2017. After careful consideration, and having received the recommendation of a

special committee of the Board of Directors of the Company (the "**Board**") comprised of independent directors (the "**Special Committee**"), the Board has determined that the Arrangement is in the best interests of the Company and that the consideration being offered to Company shareholders is fair, from a financial point of view, and has unanimously recommended that the Company's shareholders vote in favour of the Arrangement resolution at the Company Meeting. In connection with the Arrangement, each director and executive officer of the Company has agreed to support and vote their Common Shares in favour of the Arrangement resolution.

BMO Capital Markets and TD Securities are acting as joint financial advisors to the Company and have each provided an opinion to the Board that, subject to the assumptions, limitations and qualifications contained therein, the consideration under the Arrangement is fair, from a financial point of view, to Company shareholders.

Full details of the Arrangement and certain other matters will be included in the management information circular of the Company which will be filed with the securities regulatory authorities on SEDAR and mailed to Company shareholders in accordance with applicable securities laws.

Summary of the Arrangement Agreement

The Arrangement Agreement is being filed on the SEDAR website of the Canadian securities administrators (www.sedar.com) concurrently with the filing of this material change report. The following is a summary of certain provisions of the Arrangement Agreement, but is not intended to be complete. Please refer to the Arrangement Agreement for the actual terms and conditions thereof. Capitalized terms used but not defined herein have the meanings given in the Arrangement Agreement.

Effective Date of the Arrangement

Unless otherwise agreed by the Company and the Purchaser, the Effective Date of the Arrangement will occur on the tenth Business Day after the date on which the Required Approval, the required Court approval and Key Regulatory Approvals (comprised of Investment Canada Act approval, Competition Act approval and the approval of the National Development and Reform Commission in the People's Republic of China) have all been obtained and all other conditions to closing have been satisfied or waived other than the conditions relating to funding the consideration payable and any other conditions that by their nature cannot be satisfied until the Effective Time. Currently it is anticipated that the Effective Date will occur by the end of the first quarter of 2018, but it is not possible to state with certainty when the Effective Date will occur. Other than the Key Regulatory Approvals, no other third party or other consents are a specific condition precedent to closing.

The Effective Date could be earlier than anticipated or could be delayed, subject to the Outside Date, for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order or the failure to obtain the Key Regulatory Approvals in the time frames anticipated. The original Outside Date of February 23, 2018 is subject to the right of either the Purchaser or the Company to postpone the Outside Date for an additional 140 days (in increments of at least 35 days) if one or more of the Key Regulatory Approvals have not been obtained in sufficient time to allow the Effective Date to occur by February 23, 2018, provided that neither Party is permitted to postpone the Outside Date if the failure to obtain the Key Regulatory Approvals is the result of such Party's deliberate breach of its obligations under the Arrangement Agreement with respect to obtaining the Key Regulatory Approvals.

Representations and Warranties

The Arrangement Agreement contains certain representations and warranties of the Company to the Purchaser and the Parent, and representations and warranties of each of the Purchaser and the Parent to the Company, in each case of a nature customary for transactions of this type.

The representations and warranties of the Company relate to the following matters: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; non-contravention; capitalization; shareholders' and similar agreements; subsidiaries; joint ventures; Securities Law matters; U.S. Securities Law matters; financial statements; disclosure controls and internal control over financial reporting; auditors; no undisclosed liabilities; absence of certain changes or events; long-term and derivative transactions; related party transactions; no "collateral benefit"; compliance with laws; authorizations and licenses; material contracts; real property and personal property; intellectual property; restrictions on conduct of business; litigation; environmental matters; employees; collective agreements; employee plans; insurance; taxes; bankruptcy and insolvency; opinion of financial advisors; brokers; Special Committee and Board approval; funds available; money laundering; and anti-corruption.

The representations and warranties of each of the Purchaser and the Parent relate to the following matters: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; non-contravention; litigation; funds available; security ownership; and ownership of the Purchaser.

The representations and warranties are, in some cases, subject to specified exceptions and qualifications.

Covenants

Covenants of the Company Relating to the Conduct of Business

The Arrangement Agreement provides that during the period between the date of the Arrangement Agreement and the Effective Date the Company will and will cause its Subsidiaries to conduct their business in the Ordinary Course consistent with past practice and in accordance with applicable Laws, and the Company has covenanted to use commercially reasonable efforts to maintain and preserve its and its Subsidiaries' business organization, assets, goodwill employment and business relationships. In addition to these general covenants, the Company has also agreed to certain specific covenants, which, among other things, restrict the ability of the Company to undertake certain actions outside of the Ordinary Course without the Purchaser's consent, unless previously disclosed to the Purchaser, required by Law or permitted by the Arrangement Agreement.

Covenants of the Company Relating to the Arrangement

The Company has given, in favour of the Purchaser, usual and customary covenants for an agreement of this nature, including, but not limited to covenants: (i) to use commercially reasonable efforts to satisfy the conditions for completion of the Arrangement; (ii) to use its commercially reasonable efforts to obtain and maintain all third party or other consents that are necessary or advisable under material contracts to permit the consummation of the transactions contemplated by the Arrangement Agreement or required in order to maintain the material contracts in full force and effect following completion of the Arrangement; (iii) to use its commercially reasonable efforts to oppose, lift, or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement; and (iv) to use commercially reasonable efforts to assist in causing each member of the Board and the board of directors of each of its wholly-owned Subsidiaries, and the Company's or its Subsidiaries' designated or nominated directors on the board of directors (or equivalent body) of each of its non-wholly-owned Subsidiaries and Joint Ventures (in each case to the extent requested by the Purchaser), to be replaced by Persons designated or nominated, as applicable, by the Purchaser effective as of the Effective Time.

The Company has also agreed to promptly notify the Purchaser upon the occurrence of (i) any Material Adverse Effect after the date of the Arrangement Agreement; (ii) any notice or other

communication from any Person alleging that the consent of such Person is required in connection with the Arrangement, or that such Person is terminating, may terminate, or is otherwise materially adversely modifying its relationship with the Company or any of its Subsidiaries or Joint Ventures as a result of the Arrangement; (iii) unless prohibited by Law, any notice or other communication from any Governmental Entity in connection with the Arrangement Agreement; and (iv) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or otherwise involving the Company or its Subsidiaries or Joint Ventures in connection with the Arrangement.

Covenants of the Parent and the Purchaser

The Parent and the Purchaser have given, in favour of the Company, usual and customary covenants for an agreement of this nature, including, but not limited to, covenants: (i) to use commercially reasonable efforts, other than in connection with obtaining the Regulatory Approvals, to satisfy the conditions for completion of the Arrangement; and (ii) to ensure that the Purchaser has available funds to pay the Reverse Termination Amount, if payable.

Covenants Regarding Required Regulatory Approvals

As soon as reasonably practicable, the Purchaser, the Parent and the Company have agreed to jointly make all notifications, filings, applications and submissions with Governmental Entities required or advisable, and to promptly respond to any information requests by a Governmental Entity, and to each use reasonable best efforts to obtain and maintain the Regulatory Approvals, including the Key Regulatory Approvals, so as to enable the Closing to occur as soon as reasonably practicable (and in any event no later than the Outside Date).

In connection with obtaining the Regulatory Approvals, (i) as soon as reasonably practicable, and in any event within 10 Business Days after the date of the Arrangement Agreement, the Purchaser shall make all notifications, filing and other submissions with respect to the Arrangement Agreement as are required to obtain and maintain the NDRC Approval; (ii) as soon as reasonably practicable, and in any event within seven days after the date of the Arrangement Agreement, the Purchaser shall submit a letter to the Commissioner of Competition requesting an advance ruling certificate pursuant to subsection 102 of the Competition Act or a No Action Letter; (iii) unless otherwise agreed in writing, within seven days from the date the Purchaser files a request for an advance ruling certificate, the Purchaser and the Company shall each file their respective pre-merger notification forms pursuant to Part IX of the Competition Act; (iv) as soon as reasonably practicable, and in any event within 10 Business Days after the date of the Arrangement Agreement, the Purchaser shall file with the Investment Review Division of Innovation, Science and Economic Development Canada an application for review pursuant to section 17 of the Investment Canada Act; and (v) the Parent or the Purchaser shall pay any filing fee payable to a Governmental Entity in connection with a Regulatory Approval.

In connection with the NDRC Approval, the Purchaser and the Parent have agreed to (i) provide the Company weekly updates as to the status of and the processes and proceedings relating to obtaining the NDRC Approval; (ii) promptly provide the Company written notice of receipt of the NDRC Approval; (iii) provide the Company with all information reasonably requested in connection with the applications for, or progress of, the NDRC Approval; (iv) give due consideration to and consider in good faith all comments and suggestions made by the Company in connection with the applications for, and the processes and proceedings relating to obtaining, the NDRC Approval; and (v) promptly notify the Company of any issue that arises in connection with obtaining the NDRC Approval and consult and work together with the Company to resolve any such issue.

Each of the Purchaser, the Parent and the Company has agreed to certain additional covenants in respect of the Regulatory Approvals, including, but not limited, to (i) co-operate with one another in connection with obtaining the Regulatory Approvals other than with respect to the NDRC

Approval, and (ii) promptly notify the other Parties if it becomes aware that any application, filing, document or other submission made in relation to a Regulatory Approval contains a Misrepresentation, or that any Regulatory Approval contains a Misrepresentation or was obtained following the submission of any application, filing, document or other submission that contained a Misrepresentation.

Covenants of the Company Regarding Non-Solicitation

Except as expressly provided in the Arrangement Agreement, the Company shall not, directly or indirectly, through any director, Company Employee, representative (including any financial or other advisor) or agent of the Company or of any of its Subsidiaries (collectively "**Representatives**") or otherwise, and shall not permit any such Person to: (i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser or the Parent or any Person acting jointly or in concert with the Purchaser or the Parent) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal, provided that the Company may (a) advise any Person of the restrictions of the Arrangement Agreement, and (b) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute, or is not reasonably expected to constitute or lead to, a Superior Proposal; (iii) make a Change in Recommendation; (iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal; or (v) enter into or publicly propose to enter into any Contract in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by and in accordance with the Arrangement Agreement).

Notice of Acquisition Proposals

If the Company, any of its Subsidiaries or any of their respective Representatives receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company or any of its Subsidiaries in connection with any proposal that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Company or any of its Subsidiaries, the Company shall: (i) promptly notify the Parent, at first orally, and then as soon as practicable (and in any event within 24 hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of all agreements, documents, correspondence or other material received in respect of, from or on behalf of such person; and (ii) keep the Purchaser reasonably informed of the status of negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, and any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

Responding to an Acquisition Proposal

Notwithstanding the Company's covenants relating to non-solicitation referenced above, if at any time, prior to obtaining the Required Approval, the Company receives from a Person a *bona fide* written Acquisition Proposal, the Company may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal and provide copies of, access to or disclosure of confidential information, properties, facilities, books or records of the Company or its Subsidiaries, if and only if: (i) the Board first determines in good faith, after consultation

with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal; (ii) such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction; (iii) prior to providing any such copies, access, or disclosure, the Company enters into a confidentiality and standstill agreement with such Person having terms that are not less onerous than those set out in the Confidentiality Agreements and any such copies, access or disclosure provided to such Person shall have already been (or shall reasonably promptly be) provided to the Parent; and (iv) the Company promptly provides the Parent with, prior to providing any such copies, access or disclosure, a true, complete and final executed copy of such confidentiality agreement with such Person.

Right to Match

If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Company Shareholders, the Board may authorize the Company to enter into a definitive agreement with respect to such Acquisition Proposal, if and only if: (i) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction; (ii) the Company has delivered to the Purchaser and the Parent a written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement, together with a copy of the definitive agreement for the Superior Proposal and notice as to the value in financial terms that the Board has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration offered under the Superior Proposal (collectively, the "**Superior Proposal Notice**"); (iii) at least five Business Days (the "**Matching Period**") have elapsed from the date on which the Purchaser and the Parent received the Superior Proposal Notice; (iv) during any Matching Period, the Purchaser and the Parent have had the opportunity (but not the obligation) to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal; (v) if the Purchaser and the Parent have offered to amend the Arrangement Agreement and the Arrangement pursuant to the immediately following paragraph, the Board has determined in good faith, after consultation with the Company's outside legal counsel and financial advisers, that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Arrangement as proposed to be amended by the Purchaser and the Parent; (vi) the Board has determined in good faith, after consultation with the Company's outside legal counsel, that the failure of the Board to enter into a definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties; and (vii) prior to or concurrently with entering into such definitive agreement, the Company terminates the Arrangement Agreement prior to the approval by the Company Shareholders of the Arrangement Resolution and pays the Termination Amount.

During the Matching Period, or such longer period as the Company may approve in writing for such purpose: (i) the Board shall review any offer made by the Purchaser and the Parent to amend the terms of the Arrangement Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (ii) if it would no longer constitute a Superior Proposal, the Company shall negotiate in good faith with the Purchaser and the Parent to make such amendments to the terms of the Arrangement Agreement and the Arrangement as would enable the Purchaser to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Company shall promptly so advise the Purchaser and the Parent and the Company, the Purchaser and the Parent shall amend the Arrangement Agreement to reflect such offer made by the Purchaser and the Parent, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Each successive amendment to any Acquisition Proposal that results in an increase in, or a modification to, the consideration (or value of such consideration) to be received by Company

Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal, and the Purchaser and the Parent shall be afforded an additional five Business Day Matching Period from the date on which the Purchaser and the Parent received the Superior Proposal Notice.

The Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the Board determines that a proposed amendment to the terms of the Arrangement Agreement would result in an Acquisition Proposal no longer being a Superior Proposal. The Company shall provide the Purchaser, the Parent and their legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by the Purchaser, the Parent and their legal counsel.

If the Company provides a Superior Proposal Notice to the Purchaser and the Parent on a date that is less than 10 Business Days before the Company Meeting, the Company may, and shall at the request of Purchaser, postpone the Company Meeting to a date that is not more than 15 Business Days after the scheduled date of the Company Meeting (and, in any event, prior to the Outside Date).

Mutual Conditions Precedent

The completion of the Arrangement is subject to the following conditions precedent which may only be waived with the mutual consent of the Company, the Purchaser and the Parent:

- (i) *Arrangement Resolution.* Approval by the Company Shareholders of the Arrangement Resolution at the Company Meeting in accordance with the Interim Order.
- (ii) *Interim and Final Orders.* The Interim Order and the Final Order each having been obtained on terms consistent with the Arrangement Agreement and not having been set aside or modified in a manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise.
- (iii) *Key Regulatory Approvals.* Each of the Key Regulatory Approvals having been made, given or obtained and not having been modified in any material respect.
- (iv) *Articles of Arrangement.* The Articles of Arrangement to be sent to the Director under the CBCA shall be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.
- (v) *Illegality.* The absence of any applicable Law that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Company, the Purchaser or the Parent from consummating the Arrangement.

Other than the Key Regulatory Approvals, no other third party or other consents are a specific condition precedent to closing.

Conditions Precedent in Favour of the Purchaser

The obligation of the Purchaser to complete the Arrangement is subject to the following conditions:

- (vi) *Representations and Warranties.* (i) The representations and warranties of the Company in respect of organization and qualification, corporate authorization, execution and binding obligation and non-contravention of constating

documents being true and correct in all respects as of the date of the Arrangement Agreement and as of the Effective Time; (ii) the representations and warranties of the Company in respect of capitalization, subsidiaries and joint ventures being true and correct in all respects (except for *de minimis* inaccuracies) as of the date of the Arrangement Agreement and true and correct in all respects (except for *de minimis* inaccuracies and as a result of transactions, changes, conditions, events or circumstances permitted under the Arrangement Agreement) as of the Effective Time; and (iii) all other representations and warranties of the Company set forth in the Arrangement Agreement being true and correct in all respects (disregarding any materiality or Material Adverse Effect qualification contained in any such representation or warranty) as of the date of the Arrangement Agreement and as of the Effective Time, as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date shall be true and correct in all respects as of such date), except in the case of clause (iii) where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect, and the Company having delivered a certificate confirming same to the Purchaser and the Parent, executed by two executive officers of the Company (in each case without personal liability) addressed to the Purchaser and the Parent and dated the Effective Date.

- (vii) *Covenants*. The Company shall have fulfilled or complied in all material respects with each of the covenants of the Company contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time which shall have not been waived by the Purchaser, and shall have delivered a certificate confirming same to the Purchaser and the Parent, executed by two executive officers of the Company (in each case without personal liability) addressed to the Purchaser and the Parent and dated the Effective Date.
- (viii) *Dissent Rights*. The aggregate number of Common Shares in respect of which Dissent Rights have been validly exercised and not withdrawn shall not exceed 10% of the issued and outstanding Common Shares.
- (ix) *No Material Adverse Effect*. Since the date of the Arrangement Agreement, there shall not have occurred a Material Adverse Effect that has not been cured.

Conditions in Favour of the Company

The obligation of the Company to complete the Arrangement is subject to the following conditions:

- (i) *Representations and Warranties*. The representations and warranties of the Purchaser and the Parent set forth in the Arrangement Agreement shall be true and correct in all respects (disregarding any materiality qualification contained in any such representation or warranty) as of the date of the Arrangement Agreement and as of the Effective Time, as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date shall be true and correct in all respects as of such date), except where the failure to be so true and correct in all respects, individually and in the aggregate, would not reasonably be expected to materially impede or delay the consummation of the Arrangement, and each of the Purchaser and the Parent has delivered a certificate confirming same to the Company, executed by two executive officers

thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.

- (ii) *Covenants.* Each of the Purchaser and the Parent shall have fulfilled or complied in all material respects with each of its covenants contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time which shall not have been waived by the Company, and each of the Purchaser and the Parent shall have delivered a certificate confirming same to the Company, executed by two executive officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.
- (iii) *Payment of Consideration.* Subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained in the Arrangement Agreement in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser shall have complied with its obligations under Section 2.9 of the Arrangement Agreement and the Depositary will have confirmed to the Company receipt from or on behalf of the Purchaser of the funds contemplated by Section 2.9 of the Arrangement Agreement.

Termination of the Arrangement Agreement

Termination by Either Party

The Arrangement Agreement may be terminated at any time prior to the Effective Date by mutual written agreement of the Company, the Purchaser and Parent, or by either the Company or the Parent if: (i) the Required Approval is not obtained at the Company Meeting in accordance with the Interim Order, provided that a Party may not terminate the Arrangement Agreement if the failure to obtain the Required Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement; (ii) after the date of the Arrangement Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Company, the Purchaser or the Parent from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate the Arrangement Agreement has used its commercially reasonable efforts or, in respect of the Regulatory Approvals, the efforts required by its covenants under the Arrangement Agreement (taking into account the jurisdiction in which the Law is enacted, made, enforced or amended, as applicable) to (to the extent within its control), as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or (iii) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate the Arrangement Agreement for such reason if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party (or, in the case of the Parent, by the Purchaser or the Parent) of any of its representations or warranties or the failure of such Party (or, in the case of the Parent, by the Purchaser or the Parent) to perform any of its covenants or agreements under the Arrangement Agreement;

Termination by the Company

The Company may terminate the Arrangement Agreement if (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser or the Parent under the Arrangement Agreement occurs that would cause the conditions relating to the Purchaser's representations, warranties or covenants not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that the Company is not then in breach of the Arrangement Agreement so as to cause any mutual

conditions or conditions in favour of the Company not to be satisfied; (ii) prior to the approval by the Company Shareholders of the Arrangement Resolution, the Board authorizes the Company to enter into a definitive written agreement (other than a permitted confidentiality agreement) with respect to a Superior Proposal and prior to or concurrently with such termination the Company pays the Termination Amount pursuant to the Arrangement Agreement; or (iii) subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained in the Arrangement Agreement in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser does not provide or cause to be provided to the Depositary sufficient funds to complete the purchase of the Common Shares contemplated by the Arrangement Agreement as required.

Termination by the Parent

The Parent, on its own behalf and on behalf of the Purchaser, may terminate the Arrangement Agreement if: (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under the Arrangement Agreement occurs that would cause the conditions relating to the Company's representations, warranties or covenants not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that none of the Purchaser or the Parent is then in breach of the Arrangement Agreement so as to cause the mutual conditions or conditions in favour of the Purchaser and the Parent not to be satisfied; (ii) the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies in a manner adverse to the Purchaser or publicly proposes or states its intention to do any of the foregoing, or fails to publicly reaffirm (without qualification) within five Business Days after having been requested in writing by the Purchaser, acting reasonably, to do so, the Board Recommendation, or takes no position or a neutral position with respect to a publicly announced Acquisition Proposal for more than five Business Days after such Acquisition Proposal's public announcement or the Company breaches the non-solicitation covenants contained in the Arrangement Agreement in any material respect; or (iii) there has occurred a Material Adverse Effect on or after the date of the Arrangement Agreement that is incapable of being cured on or prior to the Outside Date.

Termination Amount

The Company has agreed to pay to the Parent the Termination Amount in the amount of \$50,000,000, if: (i) the Purchaser terminates the Arrangement Agreement in connection with the failure of the Board to unanimously recommend the Arrangement, including a Change in Recommendation by the Board; (ii) the Company terminates the Arrangement Agreement because, prior to the Company Meeting, the Board has authorized the Company to enter into a written agreement (other than a confidentiality and standstill agreement) with respect to a Superior Proposal; or (iii) the Company or the Purchaser terminates the Arrangement Agreement because the Required Approval has not been obtained or the Effective Time has not occurred prior to the Outside Date if (a) prior to such termination an Acquisition Proposal (with references to "20% or more" in the definition thereof being deemed to be references to "50% or more") is proposed, offered or publicly announced or otherwise publicly disclosed by any Person (other than the Purchaser or any of its affiliates) or any Person (other than the Purchaser or any of its affiliates) shall have publicly announced an intention to do so; and (b) within 12 months following the date of such termination, (X) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (a) above) is consummated, or (Y) the Company or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a Contract in respect of an Acquisition Proposal, and such Acquisition Proposal is later consummated (whether or not within 12 months after such termination).

Reverse Termination Amount

The Purchaser has agreed to pay to the Company the Reverse Termination Amount in the amount of \$75,000,000 if the Arrangement Agreement is terminated (i) by any Party if (a) subsequent to the date of the Arrangement Agreement, any law is enacted that makes the consummation of the

Arrangement illegal; or (b) the Effective Time does not occur on or prior to the Outside Date, in either case as a result of the Key Regulatory Approvals not being obtained or the Arrangement becoming illegal, as applicable, as a result of the NDRC Approval having not been obtained, and (ii) by the Company in connection with the breach of a representation, warranty or covenant of the Purchaser or the Parent due to the wilful failure to perform any covenant or agreement on the part of the Purchaser or the Parent under the Arrangement Agreement.

Support and Voting Agreements

In connection with the Arrangement, the Purchaser and the Parent have entered into support and voting agreements (the "**Support and Voting Agreements**") with each of the executive officers and directors of the Company (each, a "**Supporting Shareholder**"), pursuant to which, among other things, the Supporting Shareholders have agreed to vote or cause to be voted the Common Shares held by such shareholder or acquired by the Supporting Shareholder at any time prior to the record date of the Company Meeting (collectively, the "**Subject Shares**") in favour of the Arrangement.

The Supporting Shareholders may terminate their respective Support and Voting Agreements, upon written notice to the Purchaser if: (i) the Purchaser or the Parent, without the prior written consent of the Supporting Shareholder, decreases the amount of the consideration per Common Share payable pursuant to the Arrangement; or (ii) the Purchaser or the Parent, without the prior written consent of the Supporting Shareholder, otherwise varies the terms of the Arrangement Agreement in a manner that is materially adverse to the Supporting Shareholder.

The Purchaser or the Parent may terminate any of the Support and Voting Agreements, upon written notice to the applicable Supporting Shareholder if: (i) the Supporting Shareholder has not complied in all material respects with its covenants to the Purchaser and the Parent contained in the Support and Voting Agreement; (ii) any of the representations and warranties of the Supporting Shareholder contained in the Support and Voting Agreement is untrue or inaccurate in any material respect; or (iii) the Company has not complied in all material respects with its covenants to the Purchaser and the Parent under the Arrangement Agreement.

Other than as set out above, each Support and Voting Agreement will terminate on the earliest of: (i) the date upon which the Supporting Shareholder, the Purchaser and the Parent mutually agree to terminate the Support and Voting Agreement; (ii) the termination of the Arrangement Agreement in accordance with its terms; or (iii) the Effective Time.

The form of Support and Voting Agreement is attached as Schedule F to the Arrangement Agreement, which is being filed on the SEDAR website of the Canadian securities administrators (www.sedar.com) concurrently with the filing of this material change report. The foregoing description of the terms of the Support and Voting Agreements is a summary only and is not intended to be complete. Please refer to the form of Support and Voting Agreement for the actual terms and conditions thereof.

Forward-Looking Statements

The information in this material change report includes certain forward-looking statements. These forward-looking statements are based on currently available competitive, financial and economic data and operating plans but are subject to risks and uncertainties. More particularly and without limitation, this material change report contains forward-looking statements and information concerning: the timing and anticipated receipt of the Required Approval, Regulatory Approvals and Court approval for the transaction; the ability of Aecon, the Parent and the Purchaser to satisfy the other conditions to, and to complete, the transaction; and the anticipated timing of the Company Meeting to consider the transaction and for the closing of the transaction.

Forward-looking statements may include, without limitation, statements regarding the operations, business, financial condition, expected financial results, performance, prospects, ongoing objectives, strategies and outlook for the Company. Forward-looking statements may in some cases be identified by words such as “will,” “plans,” “believes,” “expects,” “anticipates,” “estimates,” “projects,” “intends,” “should” or the negative of these terms, or similar expressions. Except as required by applicable securities laws, forward-looking statements speak only as of the date on which they are made and Aecon undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

In respect of the forward-looking statements and information concerning the anticipated benefits and completion of the proposed transaction and the anticipated timing for completion of the transaction, Aecon has provided such in reliance on certain assumptions that it believes are reasonable at this time, including assumptions as to the time required to prepare and mail shareholder meeting materials; the ability of the parties to receive, in a timely manner and on satisfactory terms, the necessary regulatory, court, shareholder, and other third party approvals, including but not limited to the receipt of applicable foreign investment approval required in Canada and the necessary approvals from the relevant authorities in China; the ability of the parties to satisfy, in a timely manner, the other conditions to the closing of the transaction; and other expectations and assumptions concerning the transaction and the operations and capital expenditure plans of Aecon following completion of the transaction. The anticipated dates provided may change for a number of reasons, including unforeseen delays in preparing shareholder meeting materials, the inability to secure necessary shareholder, regulatory, court or other third party approvals in the time assumed or the need for additional time to satisfy the other conditions to the completion of the transaction. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this material change report.

Since forward-looking statements and information address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of factors and risks. Risks and uncertainties inherent in the nature of the transaction include the failure of Aecon, the Parent and the Purchaser to obtain necessary shareholder, regulatory, court and other third party approvals, including those noted above, or to otherwise satisfy the conditions to the completion of the transaction, in a timely manner, or at all. Failure to so obtain such approvals, or the failure of the parties to otherwise satisfy the conditions to or complete the transaction, may result in the transaction not being completed on the proposed terms, or at all. In addition, if the transaction is not completed, and Aecon continues as an independent entity, there are risks that the announcement of the transaction and the dedication of substantial resources of Aecon to the completion of the transaction could have an impact on Aecon's current business relationships (including with future and prospective employees, customers, distributors, suppliers and partners) and could have a material adverse effect on the current and future operations, financial condition and prospects of Aecon. Furthermore, the failure of Aecon to comply with the terms of the definitive agreement may result in Aecon being required to pay a fee to the Parent, the result of which could have a material adverse effect on Aecon's financial position and results of operations and its ability to fund growth prospects and current operations.

ITEM 6: RELIANCE ON SUBSECTION 7.1(2) OF NATIONAL INSTRUMENT 51-102

Not applicable.

ITEM 7: OMITTED INFORMATION

None.

ITEM 8: EXECUTIVE OFFICER

For further information, please contact:

Yonni Fushman, Executive Vice President and Chief Legal Officer of the Company
at (416) 297.2617

ITEM 9: DATE OF REPORT

November 1, 2017

AECON GROUP INC.

By: (signed) *Yonni Fushman*

Name: Yonni Fushman

Title: Executive Vice President and Chief
Legal Officer



Aecon Group Agrees To Be Acquired By CCCI For \$20.37 Per Share

- *All-cash consideration of \$20.37 per share; 42 per cent premium to unaffected share price¹*
- *Aecon gains access to new platforms and partnerships for continued growth in Canada and abroad; CCCI advances its global growth strategy*
- *New growth and employment opportunities expected as Aecon gains significant capabilities and financial strength by joining the world's largest network of engineering and construction companies*
- *Aecon will retain its name, continue to be Canada-headquartered and led by its Canadian management team*
- *Aecon and CCCI share a strong commitment to maintaining customer service excellence and a safety-first culture*
- *Aecon board of directors unanimously recommends transaction to shareholders*

Toronto, Ontario – October 26, 2017 – Aecon Group Inc. (TSX: ARE) and CCC International Holding Limited (CCCI) today announced that they have entered into a definitive agreement under which CCCI will acquire all of the issued and outstanding common shares of Aecon for \$20.37 per share in cash, representing an enterprise value of \$1.51 billion.

The purchase price represents a 42 per cent premium to Aecon's unaffected share price on August 24, 2017¹ and a 9.2x EV/LTM EBITDA multiple. The board of directors of Aecon has unanimously recommended this transaction.

"We believe this is a very positive outcome for Aecon and our key stakeholders," said The Hon. Brian V. Tobin, P.C., O.C., Aecon's Chairman. "This transaction is the result of an active and diligent sale process that has enabled us to select an outstanding partner and create significant shareholder value."

"This is an excellent fit for both of our companies," said Mr. Lu Jianzhong, President of CCCI. "Aecon has a strong management team and a very impressive track record that have made it a leading construction company in Canada and a pioneer in public private partnerships and concession operations. It will now gain access to significant capital, complementary infrastructure expertise and an international network to support its growth ambitions."

Mr. Lu said: "The vision and leadership of John M. Beck, President and CEO, have built Aecon into the successful company it is today, a diversified business focused on innovation and customer service with a formidable management team. We will continue to rely on John's experience and leadership as we together take Aecon to a new level."

"This transaction creates significant and immediate value for Aecon shareholders, strengthens our competitive position in Canada and abroad with enhanced capabilities and financial resources, and provides expanded opportunities for our people," said Mr. Beck. "We look

¹ August 24, 2017 was the last trading day prior to an announcement from Aecon confirming it had engaged financial advisors to explore a potential sale of the Company.

forward to partnering with a global leader while retaining Aecon's Canadian headquarters and values. I'm excited and proud to be part of this new chapter for Aecon and for Canada. And I am personally committed to working with the Aecon management team and CCCI on CEO succession planning which began last year, prior to our exploring the sale of the company."

Benefits to Canada

CCCI recognizes Aecon as a leading provider of construction services spanning the four core segments of Infrastructure, Energy, Mining, and Concessions with competitive know-how, state of the art facilities, experienced personnel and leading market positions. CCCI recognizes Aecon's importance to Canada and is committed to ensuring that the transaction will deliver benefits to Canada, including:

- CCCI's size and financial strength will augment Aecon's access to capital and its ability to bid for larger and more complex projects in Canada, enhancing domestic competition for construction services, and will enable it to compete for more international projects
- CCCI will seek out areas in which Aecon could deploy its unique expertise across CCCI's international network
- Aecon will continue to be headquartered in Canada
- Retention of Aecon's Canada-based employees, offering opportunities for Canadians to benefit from expected future growth
- Continuity of Canadian management and ongoing adherence to Canadian standards of corporate governance
- Preservation of the iconic Aecon brand in Canada
- Aecon's Corporate Social Responsibility and Sustainability Policy will continue, as will its support for Canadian suppliers and community organizations and its commitment to operate in a safe and responsible manner

CCCI is the overseas investment and financing arm and a wholly-owned subsidiary of China Communications Construction Company Limited (CCCC), one of the world's largest engineering and construction groups. Its core business activities include infrastructure construction, infrastructure design and dredging. It is primarily engaged in providing customers with integrated solutions services for each stage of infrastructure assets, including ports, terminals, roads, bridges, rail and tunnels, leveraging on its extensive operating experience, expertise and know-how accumulated from projects undertaken in a wide range of areas over the past six decades. CCCC has more than 118,000 employees (including 48,000 foreign employees) in more than 140 countries and regions. CCCC currently ranks third in Engineering News Records' list of the world's top 225 International Contractors in 2016 and had revenue of US\$62 billion and EBITDA of US\$5 billion in 2016. CCCC is publicly traded on the Hong Kong (1800.HK) and Shanghai (601800.SH) Stock Exchanges.

CCCI has seen considerable growth in recent years, including through its successful 2015 acquisition of John Holland, one of Australia's largest engineering and construction companies. Since the acquisition, John Holland has continued to operate under the same name with an Australian management team, has experienced significant business growth in Australia and

expanded overseas. In 2010, CCCI acquired Friede & Goldman, a world leader and innovator in offshore architecture and engineering based in Houston, Texas. After its acquisition by CCCI, Friede & Goldman has seen its revenues increase five-fold.

Recommendation of the Aecon Board of Directors

The transaction is the culmination of the sale process conducted by Aecon and disclosed on August 25, 2017. The Aecon board of directors, after consulting with its financial and legal advisors, has unanimously determined that the transaction is in the best interest of Aecon and that the consideration being offered to Aecon shareholders is fair from a financial point of view. The Aecon board has resolved to unanimously recommend that Aecon shareholders vote their shares in favour of the arrangement resolution at the Special Meeting of shareholders to be held on or before December 21, 2017. In connection with the proposed transaction, each director and senior officer of Aecon has agreed to support and vote their shares in favour of the arrangement resolution.

BMO Capital Markets and TD Securities are acting as joint financial advisors to Aecon and have each provided an opinion to the board of directors of Aecon that, subject to the assumptions, limitations and qualifications contained therein, the consideration to be received by Aecon shareholders pursuant to the transaction is fair to Aecon shareholders from a financial point of view. A copy of each opinion will be included in the management proxy circular to be filed and mailed to Aecon shareholders in connection with the approval of the transaction at a Special Meeting of shareholders.

Barclays is acting as financial advisor to CCCI. Davies Ward Phillips & Vineberg LLP is acting as legal counsel to Aecon and Blake, Cassels & Graydon LLP is acting as legal counsel to CCCI.

Additional Transaction Details

The transaction will be implemented by way of a statutory plan of arrangement under the Canada Business Corporations Act and is subject to customary closing conditions, including court approval of the arrangement; approval of two-thirds of the votes cast by holders of common shares in person or by proxy at a special meeting of Aecon shareholders; and applicable government and regulatory approvals under the Investment Canada Act, the Canadian Competition Act and from relevant authorities in China. The parties expect to close the transaction by the end of the first quarter of 2018. The transaction is not subject to any financing condition.

The definitive agreement between CCCI and Aecon provides for, among other things, a non-solicitation covenant on the part of Aecon, subject to customary "fiduciary out" provisions that entitle Aecon to consider and accept a superior proposal prior to approval of the transaction by Aecon shareholders and provides a right in favour of CCCI to match any superior proposal. If the definitive agreement is terminated in certain circumstances, including if Aecon enters into an agreement with respect to a superior proposal or if the board of directors of Aecon withdraws or modifies its recommendation with respect to the proposed transaction, CCCI is entitled to a termination payment of \$50 million. A termination payment of \$75 million will be payable by CCCI to Aecon should the transaction not close in certain circumstances, including failure to obtain the necessary approvals from relevant authorities in China.

Further information regarding the transaction will be included in the material change report and in the management proxy circular expected to be mailed to Aecon shareholders in late November.

Copies of the definitive agreement, material change report, and management proxy circular will be available on SEDAR at www.sedar.com.

Conference Call

Aecon will hold a conference call with analysts and shareholders today at 10:00 am EDT. Use the following numbers to access the conference: dial-in 416-981-9023 or 1-800-785-6380, reservation number 21860750. A slide presentation will be available at aecon.com/investing. A recording of the conference call will be available at 416-626-4100 or 1-800-558-5253, reservation number 21860750 until November 2, 2017.

About Aecon

Aecon Group Inc. (TSX: ARE) is a Canadian leader and partner-of-choice in construction and infrastructure development. Aecon provides integrated turnkey services to private and public sector clients in the Infrastructure, Energy and Mining sectors and provides project management, financing and development services through its Concessions segment. Aecon is also pleased to be consistently recognized as one of the Best Employers in Canada. For more information, please visit www.aecon.com and follow us on Twitter at @AeconGroup.

About CCCI

CCCC International Holding Limited (CCCI) is a wholly owned subsidiary of China Communications Construction Company Limited (CCCC), one of the world's largest infrastructure companies. With more than 118,000 employees, CCCC is a public company listed on both the Hong Kong Stock Exchange (1800.HK) and Shanghai Stock Exchange (601800.SH). Headquartered in Hong Kong, CCCI serves as the primary overseas investment and financing platform for CCCC, including multinational mergers and acquisitions and post-acquisition management, infrastructure-related investment and real estate development. CCCI's subsidiaries include John Holland Group Pty Ltd (John Holland), one of Australia's largest engineering and construction companies, and Friede and Goldman, Ltd. (F&G), a world leader and innovator in offshore architecture and engineering based in Houston, Texas.

Statement on Forward-Looking Information

The information in this press release includes certain forward-looking statements. These forward-looking statements are based on currently available competitive, financial and economic data and operating plans but are subject to risks and uncertainties. More particularly and without limitation, this press release contains forward-looking statements and information concerning: the anticipated benefits of the transaction to the parties, to Aecon shareholders and certain of the countries in which Aecon operates; the timing and anticipated receipt of required regulatory, court and shareholder approvals for the transaction; the ability of the parties to satisfy the other conditions to, and to complete, the transaction; and the anticipated timing of the meeting of Aecon shareholders to consider the transaction and for the closing of the transaction.

Forward-looking statements may include, without limitation, statements regarding the operations, business, financial condition, expected financial results, performance, prospects, ongoing objectives, strategies and outlook for Aecon. Forward-looking statements may in some cases be identified by words such as "will," "plans," "believes," "expects," "anticipates," "estimates," "projects," "intends," "should" or the negative of these terms, or similar expressions. Except as required by applicable securities laws, forward-looking statements speak only as of

the date on which they are made and Aecon undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

In respect of the forward-looking statements and information concerning the anticipated benefits and completion of the proposed transaction and the anticipated timing for completion of the transaction, Aecon and CCCI have provided such in reliance on certain assumptions that they believe are reasonable at this time, including assumptions as to the time required to prepare and mail shareholder meeting materials; the ability of the parties to receive, in a timely manner and on satisfactory terms, the necessary regulatory, court, shareholder, and other third party approvals, including but not limited to the receipt of applicable foreign investment approval required in Canada and the necessary approvals from the relevant authorities in China; the ability of the parties to satisfy, in a timely manner, the other conditions to the closing of the transaction; and other expectations and assumptions concerning the transaction and the operations and capital expenditure plans of Aecon following completion of the transaction. The anticipated dates provided may change for a number of reasons, including unforeseen delays in preparing shareholder meeting materials, the inability to secure necessary shareholder, regulatory, court or other third party approvals in the time assumed or the need for additional time to satisfy the other conditions to the completion of the transaction. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this press release.

Since forward-looking statements and information address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of factors and risks. Risks and uncertainties inherent in the nature of the transaction include the failure of Aecon and CCCI to obtain necessary shareholder, regulatory, court and other third party approvals, including those noted above, or to otherwise satisfy the conditions to the completion of the transaction, in a timely manner, or at all. Failure to so obtain such approvals, or the failure of the parties to otherwise satisfy the conditions to or complete the transaction, may result in the transaction not being completed on the proposed terms, or at all. In addition, if the transaction is not completed, and Aecon continues as an independent entity, there are risks that the announcement of the transaction and the dedication of substantial resources of Aecon to the completion of the transaction could have an impact on Aecon's current business relationships (including with future and prospective employees, customers, distributors, suppliers and partners) and could have a material adverse effect on the current and future operations, financial condition and prospects of Aecon. Furthermore, the failure of Aecon to comply with the terms of the definitive agreement may result in Aecon being required to pay a fee to CCCI, the result of which could have a material adverse effect on Aecon's financial position and results of operations and its ability to fund growth prospects and current operations.

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