

WHEELOCK

PROPERTIES

WHEELOCK PROPERTIES (SINGAPORE) LIMITED

(Incorporated in the Republic of Singapore)

(Company Registration No. 197201797H)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**Meeting**") of Wheelock Properties (Singapore) Limited ("**Company**") will be held at Tanglin 1 & 2, RELC International Hotel, 30 Orange Grove Road, Singapore 258352 on Thursday, 10 October 2019 at 9.00 a.m. for the purpose of considering and, if thought fit, passing with or without modifications, the following resolution:

AS SPECIAL RESOLUTION

RESOLVED THAT:

- (i) pursuant to Regulation 66(2)(a) of the constitution of the Company, and subject to the confirmation of the High Court of the Republic of Singapore, the issued share capital of the Company be reduced from S\$1,055,901,223.80 comprising 1,196,559,876 issued and paid-up ordinary shares in the capital of the Company ("**Shares**") to S\$1,028,607,393.60 comprising 1,183,562,814 Shares, and that such reduction be effected by:
 - (a) cancelling the amount of S\$27,293,830.20 constituting part of the total paid-up share capital of the Company held by all the shareholders of the Company (except those directly held by Star Attraction Limited) (the "**Participating Shareholders**"), such Participating Shareholders holding in aggregate 12,997,062 of the Shares; and
 - (b) cancelling all such 12,997,062 Shares constituting part of the total issued share capital of the Company as are held by the Participating Shareholders,and the aggregate sum of S\$27,293,830.20 arising from such reduction of the Company's share capital to be returned to the Participating Shareholders in cash, on the basis of S\$2.10 for each Share held by each Participating Shareholder so cancelled; and
- (ii) the directors of the Company and each of them be and are hereby authorised to do all such acts and things and to execute all such documents as they or he may consider necessary, expedient or desirable to give effect to the proposed selective capital reduction as set out in the preceding paragraph (i) and this resolution.

By Order of The Board

Pearly Oon
Company Secretary
Singapore, 18 September 2019

Notes:

1. (a) A member of the Company who is not a Relevant Intermediary is entitled to appoint not more than two proxies to attend, speak and, in the event of (and only in the event of) a poll vote, vote in his stead. Where such member's form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.
- (b) A member of the Company who is a Relevant Intermediary is entitled to appoint more than two proxies to attend, speak and vote at the meeting, 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 two proxies, the number of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.

"**Relevant Intermediary**" has the meaning ascribed to it in Section 181 of the Companies Act (Chapter 50 of Singapore).

2. A proxy need not be a member of the Company.
3. A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. The appointment of proxy must be executed under seal or under the hand of its duly authorised officer or attorney.
4. Any corporation which is a member may, by resolution of its directors or other governing body, authorise any person to act as its representative at the Meeting, in accordance with its constitution and Section 179 of the Companies Act (Chapter 50 of Singapore).
5. Completion and return of the form of proxy shall not preclude a member from attending and voting at the Meeting. Any appointment of a proxy or proxies shall be deemed to be revoked if a member attends the Meeting in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under this form of proxy to the Meeting.
6. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 501 Orchard Road #11-01, Wheelock Place, Singapore 238880 not less than 72 hours before the time appointed for the Meeting.
7. Where an instrument appointing a proxy or proxies is signed or authorised on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
8. This notice of Meeting ("**Notice**") will be provided by paid advertisement in a daily newspaper published and circulated in Singapore, with a physical copy of the Notice and the circular dated 18 September 2019 available for collection at the registered office of the Company at 501 Orchard Road #11-01, Wheelock Place, Singapore 238880, during normal business hours from the date of the Notice until the date of the Meeting, in which case, such Notice shall be deemed to have been sufficiently given notwithstanding any failure by any Overseas Person to receive or see such advertisement.

"**Overseas Person**" means a member of the Company whose registered address is outside of Singapore and has not supplied to the Company an address within Singapore for the giving of notices.

Personal Data Privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the 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 or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, 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 or service providers), 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 or service providers) 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.