



GLOBAL TESTING CORPORATION LIMITED

(Incorporated in the Republic of Singapore)

(Registration No. 200409582R)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“EGM”) of Global Testing Corporation Limited (the “Company”) will be held at The Sheraton Towers Singapore, Ballroom 4, Level 2, 39 Scotts Road, Singapore 228230 on 15 May 2017 at 9.00 a.m. for the purpose of considering and, if thought fit, passing the following Special Resolution, with or without modifications:

THE PROPOSED CAPITAL REDUCTION AND CASH DISTRIBUTION

All capitalised terms in the resolution below and defined in the circular to Shareholders of the Company dated 13 April 2017 (the “Circular”) shall, unless otherwise defined in this Notice bear the respective meanings ascribed thereto in the Circular.

Resolved that pursuant to Article 70 of the Constitution of the Company and Section 78C of the Companies Act:

- (a) the issued and paid-up share capital of the Company be reduced by S\$3,535,802.70 from S\$50,189,033.91 (as at the Latest Practicable Date) to S\$46,653,231.21 and that such reduction be effected by returning the sum of S\$3,535,802.70 (the “Cash Distribution”) from the issued and paid-up share capital of the Company to the Shareholders, being registered holders of the Shares other than the Company, except that where the registered holder is The Central Depository (Pte) Limited, the term “Shareholders” shall mean the Depositors (other than the Company) as defined under the Companies Act on the basis of S\$0.10 for each issued ordinary share in the capital of the Company held by a Shareholder or on his/her behalf as at the Books Closure Date (the “Capital Reduction”); and
- (b) the Directors and each of them be and are hereby authorised to do all acts and things (including, without limitation, executing all such documents as may be required) as they or each of them deem desirable, necessary or expedient to give effect to the Capital Reduction and Cash Distribution as they or each of them may in their or each of their absolute discretion deem fit in the interests of the Company.

BY ORDER OF THE BOARD

Chen Tie-Min
Executive Chairman
21 April 2017

NOTICE OF BOOKS CLOSURE DATE FOR THE PROPOSED CAPITAL REDUCTION AND CASH DISTRIBUTION

NOTICE IS HEREBY GIVEN that the Share Transfer Books and Register of Members will be closed from 5.00 p.m. on 22 May 2017 (i.e. the Books Closure Date) in order to determine the entitlements of Shareholders to the proposed Cash Distribution pursuant to the proposed Capital Reduction.

Shareholders whose Securities Accounts with CDP are credited with Shares at 5.00 p.m. on 22 May 2017 will be entitled to S\$0.10 per Share held by the Shareholder as at the Books Closure Date.

Duly completed registrable transfers received by the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, up to 5.00 p.m. on 22 May 2017 will be registered to determine the Shareholders' entitlements to the proposed Cash Distribution.

The payment of the proposed Cash Distribution is subject to, *inter alia*, (i) no creditors having applied to court for the special resolution of the proposed Capital Reduction and Cash Distribution passed at the Extraordinary General Meeting to be cancelled, and (ii) the Company completing the necessary filings with ACRA as provided under Section 78E of the Companies Act, after the end of six (6) weeks, and before the end of eight (8) weeks, beginning with the date the Capital Reduction and Cash Distribution resolution was passed, upon which the Capital Reduction will take effect.

Payment pursuant to the Cash Distribution will be made in the following manner:

(a) Shareholders holding scrip Shares

Shareholders whose Shares are registered in the Register of Members as at the Books Closure Date will have the cheques for payment of their entitlements to the Cash Distribution under the Capital Reduction despatched to them by ordinary post at their own risk addressed to their respective addresses in the Register of Members on the estimated payment date as set out below (the “Estimated Payment Date”). The Company shall not be liable for any loss in transmission.

(b) Depositors

Shareholders who are Depositors and who have Shares standing to the credit of their Securities Accounts as at the Books Closure Date will have the cheques for payment of their respective entitlements to the Cash Distribution under the Capital Reduction despatched to them by CDP by ordinary post at their own risk on the Estimated Payment Date. Neither the Company nor CDP shall be responsible or liable for any loss in transmission. Alternatively, such Depositors will have payment of their respective entitlements to the Cash Distribution under the Capital Reduction made in such other manner as they may have agreed with CDP for the payment of dividends or other distributions on the Estimated Payment Date.

Shareholders who hold Shares registered in their own names in the Register of Members and who wish to deposit their Shares with CDP prior to the Books Closure Date must deliver their existing share certificates in respect of their Shares, together with the duly executed instruments of transfer in favour of CDP, at least twelve (12) Market Days prior to the Books Closure Date in order for their Securities Accounts to be credited with the relevant Shares by the Books Closure Date.

Subject to the Shareholders' approval of the proposed Capital Reduction and Cash Distribution at the Extraordinary General Meeting to be held on 15 May 2017 and the Capital Reduction taking effect, the Estimated Payment Date of the Cash Distribution is expected to be on or about 30 June 2017.

The Company will make the relevant announcements to update and notify the Shareholders of the effective date of the Capital Reduction and the date of payment of the Cash Distribution in due course.

Notes:

- 1) A member, other than a relevant intermediary, entitled to attend and vote at the EGM 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) A member of the Company which is a corporation is entitled to appoint its authorised representatives or proxies to vote on its behalf.
- 3) The instrument appointing the proxy must be deposited at the registered office of the Company at **9 Battery Road, #15-01 MYP Centre, Singapore 049910** not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof.
- 4) A member of the Company who is entitled to attend and vote at the EGM and who is a relevant intermediary is entitled to appoint more than 2 proxies to attend and vote in his stead but each proxy must be appointed to exercise the rights attached to a different share or shares held by him (which number and class of shares shall be specified). “**Relevant Intermediary**” has the meaning ascribed to it in Section 181 of the Companies Act, Chapter 50 of Singapore.

Personal Data Protection:

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.