
NOTICE OF EXTRAORDINARY GENERAL MEETING

NEW SILKROUTES GROUP LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No. 199400571K)

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“EGM”) of the Company will be held at **Temasek Club, 131 Rifle Range Road, Singapore 588406, Seletar Room** on **Wednesday, 31 October 2018 at 10.30 a.m.** (or as soon thereafter following the conclusion or adjournment of the annual general meeting to be held at the same place on the same day at 10.00 a.m.) for the purpose of considering and, if thought fit, passing the following resolutions:

All capitalised terms in the resolutions below and defined in the Circular shall, unless otherwise defined herein, have the same meanings ascribed to them in the Circular dated 16 October 2018.

SHAREHOLDERS SHOULD NOTE THAT ORDINARY RESOLUTIONS 1 AND 2 ARE INTER-CONDITIONAL. THIS MEANS THAT IF EITHER RESOLUTION 1 OR 2 IS NOT APPROVED, THE OTHER RESOLUTION WOULD NOT BE CARRIED. THE RESOLUTIONS ARE INTER-CONDITIONAL AS THE PROPOSED PLACEMENT (AS DEFINED BELOW) IS REQUIRED TO FUND THE PROPOSED ACQUISITION (AS DEFINED BELOW).

ORDINARY RESOLUTION 1 – PROPOSED PLACEMENT OF 35,087,720 NEW ORDINARY SHARES TO SY Y CAPITAL HOLDINGS PTE. LTD. AND WTL CAPITAL HOLDINGS PTE. LTD. (THE “PROPOSED PLACEMENT”)

Resolved that:

- (a) approval be and is hereby given for the proposed placement of 35,087,720 new ordinary shares to SY Y Capital Holdings Pte. Ltd. and WTL Capital Holdings Pte. Ltd. at an issue price of S\$0.285 per share (the “**Proposed Placement**”), pursuant to and subject to the terms and conditions of the Subscription Agreements; 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 Proposed Placement as they or each of them may in their or each of their absolute discretion deem fit in the interests of the Company.

ORDINARY RESOLUTION 2 – PROPOSED ACQUISITION OF 100% OF THE REGISTERED CAPITAL OF SHANGHAI FENGWEI GARMENT ACCESSORY CO., LTD. (上海枫围服装辅料有限公司) (THE “PROPOSED ACQUISITION”)

Resolved that:

- (a) the Company’s proposed acquisition of 100% of the registered capital of Shanghai Fengwei Garment Accessory Co., Ltd. (上海枫围服装辅料有限公司) for a consideration of S\$12,500,000 (the “**Proposed Acquisition**”) be and is hereby approved; 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 Proposed Acquisition 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

Ong Beng Hong
Joint Company Secretary
16 October 2018

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Notes:

- 1)
 - (a) A member who is not a relevant intermediary (as defined in Section 181 of the Companies Act (Chapter 50) of Singapore) is entitled to appoint not more than two proxies to attend, speak and vote on his/her behalf at the EGM. Where a member appoints more than one proxy, he/she shall specify the proportion of his/her shares to be represented by each such proxy, failing which the nomination shall be deemed to be alternative.
 - (b) A member who is a relevant intermediary (as defined in Section 181 of the Companies Act (Chapter 50) of Singapore) is entitled to appoint more than two 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 two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.
- 2) A proxy need not be a member of the Company.
- 3) The instrument appointing a proxy or proxies must be under the hand of the appointor or of his/her attorney duly authorised in writing. If the appointer is a corporation, the instrument appointing a proxy must be executed either under its seal or under the hand of its duly authorised officer or attorney.
- 4) The instrument appointing a proxy or proxies must be deposited at the office of the Company's share registrar, B.A.C.S. Private Limited, at **8 Robinson Road #03-00 ASO Building, Singapore 048544** not less than 48 hours before the time appointed for the holding of the EGM.
- 5) A depositor shall not be regarded as a member of the Company entitled to attend, speak and vote at the EGM unless his name appears on the Depository Register (as defined in Section 81SF of the Securities and Futures Act (Chapter 289) of Singapore) 72 hours before the time appointed for the holding of the EGM.

Personal Data Privacy:

By attending the EGM and/or any adjournment thereof or 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.