



GENTING SINGAPORE LIMITED

(Registered in the Republic of Singapore)
(Company Registration No: 201818581G)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Shareholders of Genting Singapore Limited ("**Company**") will be held at Resorts World Ballroom East, Resorts World Convention Centre, Basement 2, 8 Sentosa Gateway, Resorts World Sentosa, Singapore 098269 on Tuesday, 4 February 2020 at 11.00 a.m. for the purpose of considering and, if thought fit, passing, with or without amendment, the following resolutions, which will each be proposed as an Ordinary Resolution:

All capitalised terms used in this Notice of EGM which are not defined herein shall, unless the context otherwise requires, have the same meanings ascribed to them in the circular to the shareholders of the Company dated 20 January 2020 ("**Circular**").

Resolution 1 – Proposed Bid for Integrated Resort Project in Japan

That:

- (1) approval be and is hereby given to the Company to submit one or more bids for the development, operation and/or ownership of an integrated resort in Japan ("**Japan IR project**") and to undertake the Japan IR project on such terms and conditions as the Directors deem fit; and
- (2) the Directors or any of them be authorised to do all such things and execute all documents as they may consider necessary or expedient to give effect to the Proposed Bid and the Company's investment in the Japan IR project and this Ordinary Resolution as they, he or she may deem fit.

Resolution 2 – Proposed Grant of Special Incentive Awards to Non-Executive Directors

That:

- (1) approval be and is hereby given to the Company to grant the Special Incentive Awards to the Non-Executive Directors on the terms set out in **Section 3** of the Circular; and
- (2) the Directors or any of them be authorised to do all such things and execute all documents as they may consider necessary or expedient to give effect to this Ordinary Resolution as they, he or she may deem fit.

Resolution 3 – Proposed Increase in Limit of PSS Share Awards to Chairman

That:

- (1) approval be and is hereby given to the Company to increase the limit of the size of the PSS Share Awards to the Chairman on the terms set out in **Section 4** of the Circular; and
- (2) the Directors or any of them be authorised to do all such things and execute all documents as they may consider necessary or expedient to give effect to this Ordinary Resolution as they, he or she may deem fit.

By Order of the Board of Directors of
GENTING SINGAPORE LIMITED

Liew Lan Hing
Company Secretary

Singapore, 20 January 2020

Notes:

1. The resolutions to be put to the vote of members at the EGM (and at any adjournment thereof) will be voted on by way of a poll.
2. (a) A member who is not a Relevant Intermediary is entitled to appoint not more than two proxies to attend, speak and vote at the EGM. 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. If no proportion is specified, the first named proxy shall be deemed to represent 100% of the shareholding and the second named proxy shall be deemed to be an alternate to the first named. Where there is only one proxy appointed and the shareholding is not specified, the proxy shall be deemed to represent 100% of the shareholding.

(b) A member who is a Relevant Intermediary 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.

"Relevant Intermediary" has the meaning given it in Section 181 of the Companies Act, Chapter 50 of Singapore.

3. A proxy need not be a member of the Company.
4. Completion and return of this instrument appointing a proxy or proxies shall not preclude a member from attending and voting in person at the EGM if he finds that he is able to do so. In such event, the relevant instrument appointing a proxy or proxies will be deemed to be revoked, and the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy, to the EGM.
5. The instrument appointing a proxy or proxies, duly executed, must be deposited at the office of the Company's Share Registrar, M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902, or if submitted by electronic communication (as defined in the Companies Act, Chapter 50 of Singapore), be received, not less than 72 hours before the time appointed for holding the EGM and at any adjournment thereof.

Personal data privacy:

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 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 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 or service providers) 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 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.