

QUE LIPPO HEALTHCARE LIMITED

(Company Registration No. 201304341E)
(Incorporated in the Republic of Singapore)
(the “**Company**”)

(In receivership over charged shares in certain subsidiaries)

NOTICE OF EXTRAORDINARY GENERAL MEETING

All capitalised terms used in this Notice which are not defined herein shall, unless the context otherwise requires, have the same meaning ascribed to them in the circular to Shareholders dated 13 January 2019.

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at Mandarin Orchard Singapore, Mandarin Ballroom I, 6th Floor, Main Tower, 333 Orchard Road, Singapore 238867 on Monday, 28 January 2019 at 10.00 a.m., for the purpose of considering and, if thought fit, passing with or without modifications, the following ordinary resolution:

ORDINARY RESOLUTION

THE PROPOSED ACQUISITION OF (1) 40% STAKE IN YOMA SILOAM HOSPITAL PUN HLAING LIMITED AND (2) 35% STAKE IN PUN HLAING INTERNATIONAL HOSPITAL LIMITED

That for the purposes of Chapter 9 of the Catalist Rules Section B: Rules of Catalist of the Singapore Exchange Securities Trading Limited (the “**Catalist Rules**”):

(a) approval be and is hereby given for the following transactions:

- (i) acquisition by OUE LH Healthcare Services (MM) Pte. Ltd. (“**OHS**”), a wholly-owned subsidiary of the Company, from PT Waluya Graha Loka (the “**Vendor**”) of 9,120,000 shares in the capital of Yoma Siloam Hospital Pun Hlaing Limited (“**YSHPH**”), representing 40% of the total number of shares in the capital of YSHPH; and
- (ii) acquisition by OUE LH Healthcare Assets (MM) Pte. Ltd. (“**OHA**”), a wholly-owned subsidiary of the Company, from the Vendor of 735,105 shares in the capital of Pun Hlaing International Hospital Limited (“**PHIH**”), representing 35% of the total number of shares in the capital of PHIH,

(collectively, the “**Proposed Transaction**”), upon the terms and conditions of the conditional sale and purchase agreement dated 10 January 2019 entered into between OHS, OHA and the Vendor (the “**Agreement**”); and

(b) the directors of the Company (the “**Directors**”) and each of them be and are hereby authorised to complete and to do all acts and things (including, without limitation, executing all such documents as may be required) as they or he may consider necessary, desirable or expedient for the purposes of or in connection with and to give effect to this resolution (including any amendment to the Agreement, execution of any other agreements or documents and procurement of third party consents).

Note:

(1) Pursuant to Rule 919 of the Catalist Rules, Dr. Stephen Riady and his associates will abstain from exercising any voting rights in relation to the ordinary resolution as set out above.

BY ORDER OF THE BOARD

Ng Ngai
Company Secretary

Singapore, 13 January 2019

Personal data privacy

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