



EMERGING TOWNS & CITIES SINGAPORE LTD.  
新世界地产集团有限公司

**EMERGING TOWNS & CITIES SINGAPORE LTD.**  
(Incorporated in the Republic of Singapore)  
(Company Registration Number 198003839Z)  
(the "Company")

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

All capitalised terms in the Resolutions below and defined in the circular dated 28 February 2018 to the shareholders of the Company (the "Circular") shall, unless otherwise defined herein, have the respective meanings ascribed thereto in the Circular.

**NOTICE IS HEREBY GIVEN** that the Extraordinary General Meeting of the Company will be held at 55 Market Street #03-01, Singapore 048941 on 15 March 2018 (Thursday) at 9.30 a.m. for the purpose of considering and, if thought fit, passing with or without amendment, the following Resolutions:

**ORDINARY RESOLUTION 1 – PROPOSED DISPOSAL OF THE ENTIRE ISSUED AND PAID-UP SHARE CAPITAL OF CEDAR PROPERTIES PTE. LTD.**

Resolved that:

- (a) approval be and is hereby given for the sale of the entire issued and paid-up share capital of the Company's wholly-owned subsidiary, Cedar Properties Pte. Ltd., to Mr Luo Shandong in accordance with the terms and conditions of the sale and purchase agreement entered into between the Company and Mr Luo Shandong (the "Proposed Disposal") which constitutes an interested person transaction under the Catalyst Rules; and
- (b) the Directors of the Company and each of them be and are hereby authorised to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be advisable, necessary or expedient for the purposes of giving effect to the Proposed Disposal, with full power to assent to any condition, amendment, alteration, modification or variation as may be required by the relevant authorities or as such Directors or any of them may deem fit or expedient or to give effect to this resolution or the transactions contemplated pursuant to or in connection with the Proposed Disposal.

**ORDINARY RESOLUTION 2 – THE PROPOSED EXTENSION OF THE EXPIRY DATE OF THE CONVERSION RIGHT UNDER THE CONVERTIBLE LOAN AGREEMENT ENTERED INTO BETWEEN THE COMPANY AND MR LUO SHANDONG**

Resolved that:

- (a) approval be and is hereby given for the extension of the expiry date of the Conversion Right under the convertible loan agreement entered into between the Company and Mr Luo Shandong by an additional 12 months (the "Proposed Extension"); 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 Extension 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 3 – THE PROPOSED NOVATION OF THE CONVERTIBLE LOAN AGREEMENT ENTERED INTO BETWEEN THE COMPANY AND MR LUO SHANDONG**

Resolved that:

- (a) approval be and is hereby given for the transfer and novation by Mr Luo Shandong to one or more third parties of all his rights, title, interest, benefits, obligations and liabilities under the convertible loan agreement entered into between the Company and Mr Luo Shandong (the "Proposed Novation"), provided that:
  - (i) the Company shall source and identify the third party or third parties in respect of the Proposed Novation;
  - (ii) the identity or identities of such third party or third parties shall be subject to approval by the SGX-ST;
  - (iii) as at completion of the Proposed Novation, none of such third party or third parties shall be a director or substantial shareholder (or associate of such director or substantial shareholder) of the Company or other person specified in Rule 812 and Rule 904(4) of the Catalyst Rules; and
  - (iv) the allotment and issue of any Conversion Shares to such third party or third parties will not result in any one of such third party or third parties holding an aggregate direct and deemed interest in the Company of 15% or more of the enlarged share capital of the Company; 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 Novation 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**

Christopher Chong Meng Tak  
Non-Executive Group Chairman  
28 February 2018

**Notes:**

- (1) Save for a member who is a relevant intermediary as defined in Note 2, a member entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint one or two proxies to attend and vote in his stead. Where a member (other than a relevant intermediary) appoints two proxies, the appointments shall be invalid unless he specifies the proportion of his shareholding (expressed as a percentage of the whole) to be represented by each proxy.
- (2) A member who is a relevant intermediary entitled to attend the Extraordinary General Meeting and vote is entitled to appoint more than two proxies to attend and vote instead of the member, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member appoints more than two proxies, the appointments shall be invalid unless the member specifies the number of shares in relation to which each proxy has been appointed.

"Relevant intermediary" means:

- (a) a banking corporation licensed under the Banking Act (Cap. 19) of Singapore or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
  - (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act (Cap. 289) of Singapore and who holds shares in that capacity; or
  - (c) the Central Provident Fund Board established by the Central Provident Fund Act (Cap. 36) of Singapore, in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
- (3) A proxy need not be a member of the Company.
  - (4) The instrument appointing a proxy or proxies must be under the hand of the appointor or of his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its seal or under the hand of an officer or attorney duly authorised.
  - (5) The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at **80 Raffles Place #26-05 UOB Plaza 1 Singapore 048624** at least 72 hours before the time fixed for the Extraordinary General Meeting. A Depositor's name must appear in the Depository Register maintained by the Central Depository (Pte) Limited not less than 72 hours before the time appointed for the holding of the Extraordinary General Meeting in order for him to be entitled to vote at the Extraordinary General Meeting.
  - (6) By attending the Extraordinary General Meeting and/or any adjournment thereof or 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) for the purpose of the processing and administration by the Company (or its agents) 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) 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.