HEALTHWAY MEDICAL CORPORATION LIMITED

(Company Registration Number 200708625C)
(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**EGM**") of **HEALTHWAY MEDICAL CORPORATION LIMITED** (the "**Company**") will be held at The National University of Singapore Society, Kent Ridge Guild House, 9 Kent Ridge Drive, Singapore 119241 on 21 April 2017 at 10.30 a.m., for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolutions as set out below:

*All capitalised terms used in this Notice of EGM which are not defined herein shall have the same meaning ascribed to them in the circular to shareholders of the Company dated 6 April 2017 ("**Circular**").*

All resolutions put to the vote at the EGM shall be decided by way of poll.

AS ORDINARY RESOLUTIONS

RESOLUTION 1: THE PROPOSED ISSUE OF UP TO S$60 MILLION IN AGGREGATE PRINCIPAL AMOUNT OF THE SECURED ZERO-COUPON CONVERTIBLE NOTES SERIES B DUE 2022 TO GW ACTIVE LIMITED AND THE PROPOSED ISSUE OF CONVERSION SHARES

That:

(a) pursuant to Section 161 of the Companies Act (Cap. 50) and Chapter 8 of the Catalist Rules of the SGX-ST, approval be and is hereby given to the directors of the Company (the "**Directors**") or any of them to create and issue an aggregate principal amount of up to S$60 million of the secured convertible notes series B due 2022 (the "**CN B**") to GW Active Limited (the "**Subscriber**") on the terms and conditions of CN B (the "**Terms and Conditions**") pursuant to the provisions of the subscription agreement dated 16 January 2017 between the Company and the Subscriber, as amended, varied and supplemented from time to time (the "**Subscription Agreement**"), such CN B to be convertible, at the option of the holders of CN B from time to time (the "**Noteholders**"), into fully paid new ordinary shares in the capital of the Company (the "**Conversion Shares**") at a conversion price determined in accordance with the Terms and Conditions, and subject to such adjustments as the Terms and Conditions shall stipulate (the "**Conversion Price**") (such proposed issue of CN B, the "**Proposed Notes Issue**");

(b) approval be and is given under Rule 803 of the Catalist Rules to:

  (i) the transfer of controlling interest which may take place upon the issuance of the CN B to the Subscriber pursuant to the Proposed Notes Issue; and

  (ii) the potential transfer of controlling interest which may take place upon the conversion of the CN B by a Noteholder;

(c) approval be and is hereby given to the Directors or any one of them to allot and issue:

  (i) such number of Conversion Shares as may be required or permitted to be allotted and issued to a Noteholder (including any Noteholder who may be a restricted person under Rule 812(1) of the Catalist Rules) on the conversion of the CN B, subject to and in accordance with the Terms and Conditions, whereby such Conversion Shares when issued shall rank *pari passu* in all respects with the then existing ordinary shares in the capital of the Company;

  (ii) on the same basis as paragraph (c)(i) above, such further Conversion Shares as may be required to be allotted and issued to a Noteholder (including any Noteholder who may be a restricted person under Rule 812(1) of the Catalist Rules) on the conversion of any of the CN B upon the adjustment of the Conversion Price in accordance with the Terms and Conditions;

  (such proposed issue of Conversion Shares, the "**Proposed Shares Issue**");

(d) the Directors or any of them be and are hereby authorised to take such steps, make such amendments to the Terms and Conditions (provided that the amendments are not material) and exercise such discretion as they or he may from time to time deem fit, advisable, desirable, expedient or necessary in connection with all or any of the above matters; and

(e) the Directors or any of them be authorised to exercise such discretion to complete and do all such acts and things, including without limitation, to sign, seal, execute and deliver all such documents and deeds, and to approve any amendment, alteration or modification to any document, as they or he may consider necessary, desirable or expedient or in the interest of the Company to give effect to the Proposed Notes Issue, the Proposed Shares Issue and any of all matters set out in this Ordinary Resolution as they or he may think fit, and, to the extent that any of the foregoing have been done, that they be and are hereby approved, confirmed and ratified.

RESOLUTION 2: THE PROPOSED ACQUISITION OF 100% OF THE TOTAL ISSUED SHARES OF HEALTHWAY MEDICAL ENTERPRISES PTE. LTD. ("HME")

That:

(a) pursuant to Chapter 10 of the Catalist Rules, approval be and is hereby given for the proposed acquisition of 100% of the total issued shares of HME (including the clinics owned by HME) by the Company's wholly-owned subsidiary, Healthway Medical Group Pte. Ltd. ("**HMG**") from Mr Yeo Kay Beng ("**Vendor**") ("**Proposed Acquisition**");

(b) approval be and is hereby given for the Proposed Acquisition at the purchase consideration of S$3.54 million ("**Purchase Consideration**") and on the terms and subject to the conditions set out in the Agreements; and

(c) the Directors or any of them be authorised to exercise such discretion to complete and do all such acts and things, including without limitation, to sign, seal, execute and deliver all such documents and deeds, and to approve any amendment, alteration or modification to any document, as they or he may consider necessary, desirable or expedient or in the interest of the Company to give effect to the Proposed Acquisition and any of all matters set out in this Ordinary Resolution as they or he may think fit, and, to the extent that any of the foregoing have been done, that they be and are hereby approved, confirmed and ratified.

By Order of the Board

Wee Woon Hong
Srikanth Rayaprolu
Company Secretaries
6 April 2017

Notes:

(1) A shareholder of the Company entitled to attend and vote at the EGM of the Company may appoint not more than two proxies to attend and vote in his/her stead. A proxy need not be a shareholder of the Company.
(2) Intermediaries such as banks and capital markets services licence holders which provide custodial services and are members of the Company may appoint more than two proxies provided that each proxy is appointed to exercise the rights attached to different shares held by the member.
(3) The instrument appointing a proxy must be duly deposited at the registered office of the Company at 2 Leng Kee Road, #06-07, Thye Hong Centre, Singapore 159086 not later than 48 hours before the time appointed for the holding of the EGM.
(4) The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised.
(5) A Depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited as at 72 hours before the time fixed for holding the EGM in order for the Depositor to be entitled to attend and vote at the EGM.

PERSONAL DATA PRIVACY:

Where a member of the Company submits 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, proxy 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.