



**ICP LTD.** (Co. Reg. No: 196200234E)  
(Incorporated In The Republic of Singapore)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of ICP Ltd. (the "**Company**") will be held on 28 October 2014 at 3.15 pm (or as soon thereafter as the Annual General Meeting of the Company to be held at 3.00 pm on the same day and at the same place is concluded or adjourned) at M Hotel Singapore, The Banquet Suite, 81 Anson Road, Singapore 079908 for the purpose of considering and, if thought fit, passing with or without any modifications the following resolution:

Capitalised terms not defined in this Notice of Extraordinary General Meeting shall bear the meanings ascribed to them in the circular of the Company dated 13 October 2014 (the "**Circular**").

### AS AN ORDINARY RESOLUTION

#### **RESOLUTION 1: THE DIVERSIFICATION**

- (a) the diversification of the business scope of the Company and its subsidiaries to include (i) the ownership, leasing, operation and management of hotels and franchising of hotel brands and (ii) investment in in quoted and/or unquoted securities including debentures, stocks, shares and units in any fund or collective investment scheme (the "**Diversification**") be and is hereby approved; and
- (b) any of the Directors of the Company be and is hereby authorised to complete and to do all acts and things as he may consider necessary or expedient for the purposes of or in connection with the proposed Diversification and to give effect to this resolution (including the execution of any agreements or documents or procurement of third party consents) as he shall think fit and in the interests of the Company.

BY ORDER OF THE BOARD

**AW CHEOK HUAT**

Chairman

13 October 2014

#### Notes:

1. *A member entitled to attend and vote at the meeting is entitled to appoint a proxy or proxies to attend and vote instead of him. A proxy need not be a member of the Company*
2. *The form of proxy in the case of an individual shall be signed by the appointor or his attorney, and in the case of a corporation, either under its common seal or under the hand of an officer or attorney duly authorised.*
3. *If the form of proxy is returned without any indication as to how the proxy shall vote, the proxy will vote or abstain as he thinks fit.*
4. *If no name is inserted in the space for the name of your proxy on the form of proxy, the Chairman of the meeting will act as your proxy.*
5. *The form of proxy or other instruments of appointment shall not be treated as valid unless deposited at the Company's registered address at 10 Anson Road, #29-02, International Plaza, Singapore 079903 not less than 48 hours before the time appointed for holding the meeting and at any adjournment thereof.*
6. *For depositors holding their shares through The Central Depository (Pte) Limited in Singapore, the Directors have determined that it is more practicable for the depositor proxy form to be delivered to, collected, collated, reviewed and checked at the Company's registered office at 10 Anson Road, #29-02, International Plaza, Singapore 079903 and as such will be counted as valid in regards to this meeting pursuant to the Company's Articles of Association.*

#### **Personal Data Privacy:**

By submitting a proxy form appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the meeting and/or any adjournment thereof, a shareholder of the Company (i) consents to the collection, use and disclosure of the shareholder'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 meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the 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 shareholder discloses the personal data of the shareholder's proxy(ies) and/or representative(s) to the Company (or its agents), the shareholder 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 shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the shareholder's breach of warranty.