格来德集团

GREAT GROUP HOLDINGS LIMITED

(Company Registration No. 200804077W)
(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the "EGM") of Great Group Holdings Limited (the "**Company**") will be held on 14 July 2015 at 10:00 a.m. at 4 Shenton Way SGX Centre 2 #17-01 Singapore 068807 for the purpose of considering and, if thought fit, passing (with or without modification) the following ordinary resolutions:

All capitalised terms herein shall have the same meanings as ascribed to them in the circular dated 29 June 2015 to the shareholders of the Company, unless otherwise defined herein.

RESOLUTION 1: ORDINARY RESOLUTION

THE PROPOSED RIGHTS ISSUE

That subject to and contingent upon the passing of Resolutions 2, 3 and 4:

(a) the renounceable non-underwritten rights issue (the "**Proposed Rights Issue**") of up to 2,065,000,000 Rights Shares, at an Issue Price of S$0.005 for each Rights Share on the basis of seven (7) Rights Share for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements (if any) to be disregarded, be and is hereby approved; and

(b) authority be and is hereby given to the Directors (or any of them) to:

(i) allot and issue up to 2,065,000,000 Rights Shares at the Issue Price for each Rights Share; and

(ii) provisionally allot and issue up to 2,065,000,000 Rights Shares at the Issue Price for each Rights Share on the basis of seven (7) Rights Share for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded,

on the terms and conditions set out below and/or otherwise on such terms and conditions as the Directors may deem fit:

(aa) the provisional allotment of the Rights Shares pursuant to the Proposed Rights Issue shall be made on a renounceable basis to Entitled Shareholders whose names appear in the Register of Members of the Company or the records of CDP as at the Books Closure Date and whose registered addresses with the Company or CDP (as the case may be) are in Singapore as at the Books Closure Date or who have, at least three (3) days Market Days prior to the Books Closure Date, provided to the CDP or the Share Registrar (as the case may be) addresses in Singapore for the service of notices and documents;

(bb) no provisional allotment of the Rights Shares shall be made in favour of Shareholders with registered addresses outside Singapore as at the Books Closure Date and who have not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar (as the case may be) addresses in Singapore for the service of notices and documents ("**Foreign Shareholders**");

(cc) the provisional allotment of the Rights Shares which would otherwise accrue to Foreign Shareholders may be disposed of or dealt with by the Company in such manner and on such terms and conditions as the Directors may in their absolute discretion deem fit to purchasers thereof, including without limitation to be sold "nil-paid" on SGX-ST, and to pool and thereafter distribute the net proceeds (if any) thereof (after deducting all expenses) proportionately to and among such Foreign Shareholders in proportion to their respective shareholdings as at the Books Closure Date, provided that if the amount to be distributed to any single Foreign Shareholder is less than S$10.00, such amount shall instead be retained or dealt with as the Directors may deem fit;

(dd) the provisional allotment of the Rights Shares not taken up or allotted for any reason or which represent fractional entitlements disregarded in accordance with the term of the Proposed Rights Issue shall be used to satisfy applications for Excess Rights Shares (if any) or disposed of or otherwise dealt with in such manner as the Directors may in their absolute discretion deem fit; and

(ee) the Rights Shares when issued and fully paid-up will rank *pari passu* in all respects with the then existing Shares and with each other, save for any dividends, rights, allotments or other distributions that may be declared or paid, the record date for which falls before the date of issue of the Rights Shares; and

(c) the Directors (or any of them) be and are hereby authorised to take such steps, do all such acts and things (including but not limited to finalising, approving and executing all such documents as may be required in connection with the Proposed Rights Issue and making amendments to the terms and conditions of the Proposed Rights Issue) and to exercise such discretion as the Directors (or any of them) may consider necessary, expedient or desirable to give full effect to this Ordinary Resolution and the Proposed Rights Issue.

RESOLUTION 2: ORDINARY RESOLUTION

THE PROPOSED TRANSFER OF CONTROLLING INTEREST

That subject to and contingent upon the passing of Resolutions 1, 3 and 4:

(a) approval be and is hereby given for the allotment and issuance by the Company of 1,135,000,000 Rights Shares to Forise Capital Group Limited, at the issue price of S$0.005 for each Rights Share, on and subject to the terms of the Proposed Rights Issue and the Investor Undertaking provided by Forise Capital Group Limited, the issuance of such Rights Shares constituting a transfer of the Controlling Interest in the Company to Forise Capital Group Limited pursuant to Rule 803 of the Listing Manual; and

(b) any of the Directors of the Company be and is hereby authorised to complete and do all acts and things as he may consider necessary or expedient for the purposes of or in connection with, and to give effect to the matter referred to in sub-paragraph (a) of this resolution as he shall think fit and in the interests of the Company.

RESOLUTION 3: ORDINARY RESOLUTION

THE PROPOSED WHITEWASH RESOLUTION

That subject to and contingent upon the passing of Resolutions 1, 2 and 4:

the Shareholders do hereby (on a poll taken) unconditionally and irrevocably waive their rights to receive a mandatory general offer from Forise Capital Group Limited and parties acting in concert with it (if any) for all the Shares not already owned or controlled by them pursuant to Rule 14 of the Code, in the event that Forise Capital Group Limited, as a result of the subscription of Rights Shares under the Proposed Rights Issue, in accordance with the Investor Undertaking, incurs an obligation to make a mandatory general offer pursuant to Rule 14 of the Code.

RESOLUTION 4: ORDINARY RESOLUTION

THE PROPOSED ADJUSTMENT WARRANTS ISSUE

That, subject to and contingent upon the passing of Resolutions 1, 2 and 3:

(a) the issue of up to 98,000,000 free Adjustment Warrants, each carrying the right to subscribe for one (1) new Share in the capital of the Company at an exercise price of S$0.0176 for each new Share, on the basis of 98 Adjustment Warrants for every 30 outstanding, unexercised Warrant as at the Books Closure Date, fractional entitlements to be disregarded (the "**Proposed Adjustment Warrants Issue**"), be and is hereby approved;

(b) authority be and is hereby given to the Directors (or any of them) to create and issue such number of Adjustment Warrants as the Directors may determine, up to 98,000,000 Adjustment Warrants, each Adjustment Warrant to entitle the holders thereof to subscribe for one (1) new Share at an exercise price of S$0.0176 for each new Share at any time during the period commencing on 1 January 2014 and expiring at 5.00 p.m. on the earlier of (a) the date immediately preceding 36 months from the date of issue of the Warrants; and (b) the date ending 30 days upon the announcement by the Company of any agreement (including a conditional agreement) that constitutes a very substantial acquisition or reverse takeover under Rule 1016 of the Listing Manual;

(c) authority be and is hereby given to the Directors (or any of them) to allot and issue, notwithstanding that the issue thereof may take place after the next or any ensuing annual or other general meeting of the Company, up to 98,000,000 new Shares on the exercise of the Adjustment Warrants, credited as fully paid, subject to and otherwise in accordance with the terms and conditions of the Warrants Conditions, such new Shares (when issued and paid) to rank *pari passu* in all respects with the then existing Shares of the Company save for any dividends, rights, allotments or other distributions the record date for which falls before the date of issue of such new Shares; and

(d) the Directors (or any of them) be and are hereby authorised to take such steps, do all such acts and things (including but not limited to finalising, approving and executing all such documents as may be required in connection with the Proposed Adjustment Warrants Issue and making amendments to the terms and conditions of the Proposed Adjustment Warrants Issue) and to exercise such discretion as the Directors (or any of them) may consider necessary, expedient or desirable to give full effect to this Ordinary Resolution and the Proposed Adjustment Warrants Issue.

BY ORDER OF THE BOARD

Mr. Weng Wenwei
Executive Chairman and Chief Executive Officer

29 June 2015

Notes:

(i) A member entitled to attend and vote at the EGM is entitled to appoint not more than two proxies to attend and vote in his stead.

(ii) A member of the Company, which is a corporation, is entitled to appoint its authorized representative or proxy to vote on its behalf. A proxy need not be a member of the Company

(iii) The instrument appointing a proxy must be deposited at the Company's registered office at 75 High Street Singapore (179435), at least 48 hours before the time of the EGM.

(iv) Where a member appoints two proxies, he shall specify the percentage of his shares to be represented by each proxy and if no percentage is specified, the first named proxy shall be deemed to represent 100 per cent of his shareholding and the second named proxy shall be deemed to be an alternate to the first named.

(v) 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.