

# ISR

## ISR CAPITAL LIMITED

(Incorporated in the Republic of Singapore)  
(Company Registration Number: 200104762G)

### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an **EXTRAORDINARY GENERAL MEETING** ("EGM") of ISR Capital Limited (the "Company") will be convened on 28 June 2019 at 51 Cuppage Road, #03-03 (Room Oasis 1 and 2), Singapore 229469 at 11:30 a.m. (or as soon as possible following the conclusion of the Annual General Meeting of the Company to be held at 10:00 a.m. on the same day and at the same place (or its adjournment thereof)), for the purpose of considering and, if thought fit, passing with or without any modifications the following resolutions:-

*Unless otherwise defined, all capitalised terms used herein shall have the meanings ascribed to them in the circular to shareholders of the Company dated 6 June 2019.*

#### ORDINARY RESOLUTION

##### Ordinary Resolution 1:

#### THE PROPOSED RATIFICATION OF THE WAIVER RELATING TO THE CONDITIONS PRECEDENT

THAT:

- the waiver of the conditions precedent set out in Clause 4.1.8 of the First Sale and Purchase Agreement and Clause 4.1.9 of the Second Sale and Purchase Agreement, respectively, which relates to "the Cash-flow Budget and Liquidity Plan having been agreed on by the Buyer with the Seller and/or the Target Company" (the "Conditions Precedent") (the "Waiver") be approved, ratified and confirmed; and
- the Directors and each of them be and is hereby authorised to complete and to do all acts and things as they or each of them deem desirable, necessary or expedient for the purposes of or in connection with the Acquisition and to give effect to this resolution (including any amendment to either of the Sale and Purchase Agreements, execution of any other agreements or documents and procurement of third party consents) as they or each of them shall think fit and in the interests of the Company.

#### SPECIAL RESOLUTION

##### Special Resolution 1:

#### THE PROPOSED CHANGE OF NAME OF THE COMPANY TO "REENOVA INVESTMENT HOLDING LIMITED"

THAT:

- the name of the Company be changed from "ISR Capital Limited" to "Reenova Investment Holding Limited" (the "Proposed Name Change");
- the name "ISR Capital Limited" be substituted with "Reenova Investment Holding Limited" wherever the name "ISR Capital Limited" appears in the Company's Constitution; and
- the Directors and/or each of them be and are hereby authorised to do all acts and things, enter into all transactions, arrangements and agreements, and approve, execute and deliver all documents as they or each of them deem desirable, necessary or expedient to give effect to the matters referred to in the above paragraphs of this Special Resolution 1 or the transactions contemplated by the Proposed Name Change as they or each of them may in their or each of their absolute discretion deem fit in the interests of the Group.

#### BY ORDER OF THE BOARD

Chen Tong  
Executive Chairman  
6 June 2019

#### Notes: -

- A member who is not a relevant intermediary may appoint not more than two proxies to attend and vote at the Extraordinary General Meeting ("EGM"). A proxy need not be a member of the Company.
- Where a member appoints more than one proxy, he shall specify the proportion of his shareholding to be presented by each proxy, failing which, the first named proxy may be treated as representing 100% of the shareholding and the second name proxy as an alternate to the first named.
- A member who is a relevant intermediary is entitled to appoint more than two proxies to attend and vote in his/her stead, 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 number and class of shares in relation to which each proxy has been appointed shall be specified in the proxy form.  
"Relevant Intermediary" has the meaning ascribed to it in Section 181 of the Companies Act, Chapter 50 of Singapore.
- If the appointer is a corporation, the proxy must be executed under seal or the hand of its duly authorised officer or attorney.
- An investor who buys shares using CPF monies ("CPF Investor") and/or SRS monies ("SRS Investor") (as may be applicable) may attend and cast his vote(s) at the EGM in person. CPF and SRS Investors who are unable to attend the EGM but would like to vote, may inform their CPF and/or SRS Approved Nominees to appoint the Chairman of the EGM to act as their proxy, in which case, the CPF and SRS Investors shall be precluded from attending the EGM.
- The instrument appointing a proxy must be deposited at the registered office of the Company at 83 Clemenceau Avenue, #10-03 UE Square, Singapore 239920, at least 48 hours before the time set for the EGM or any postponement or adjournment thereof.

#### PERSONAL DATA PRIVACY

By submitting a proxy form appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting ("EGM") 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 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, take-over 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 or service providers), 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 or service providers) 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.