



GP Industries Limited

(Incorporated in the Republic of Singapore)

Co. Reg. No. 199502128C

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of GP Industries Limited (the “**Company**”) will be held at 10.00 a.m. on 7 September 2018 at Marina Mandarin Singapore, Capricorn, Level 1, 6 Raffles Boulevard, Marina Square, Singapore 039594 for the purpose of considering and, if thought fit, passing with or without amendment, the following resolution which will be proposed as an Ordinary Resolution:

### ORDINARY RESOLUTION

#### Approval for the Disposal of Land and Buildings in Huizhou, PRC

That:

- (i) the entry by the Company's wholly-owned subsidiary, 惠州市金山电子有限公司 (GP Electronics (Huizhou) Co., Ltd.) (“**GPHC**”) into:
  - (a) the sale and purchase agreement (the “**Disposal Agreement**”) dated 28 June 2018 with 惠州市晟鸿实业有限公司 (Huizhou Cheng Hong Industrial Co., Ltd.) (the “**Purchaser**”), as purchaser, and 广东省东莞机械进出口有限公司 (Guangdong Dongguan Machinery Import & Export Co., Ltd.) (the “**Guarantor**”), as guarantor to the Purchaser relating to, *inter alia*, the proposed disposal of land and buildings in Huizhou, the People's Republic of China (the “**Property**”), held by GPHC to the Purchaser (the “**Proposed Disposal**”) and the rent free leaseback of the Property by GPHC from the Purchaser (the “**Rent Free Leaseback**”);
  - (b) the first supplementary agreement to the Disposal Agreement dated 28 June 2018 with the Purchaser and the Guarantor relating to, *inter alia*, the early handover of the Property during the Rent Free Leaseback period; and
  - (c) the second supplementary agreement to the Disposal Agreement dated 28 June 2018 with the Purchaser and the Guarantor relating to, *inter alia*, the payment of compensation for costs and losses to be incurred by GPHC in relocating its operations from the Property to a new site (the “**Compensation Arrangement**”),

(collectively, the “**Agreements**”) be approved, confirmed, ratified, and adopted;
- (ii) the Proposed Disposal, the Rent Free Leaseback and the Compensation Arrangement, and all other transactions contemplated by the Agreements, be and are hereby approved, in each case on the terms and conditions of the Agreements; and
- (iii) the Directors and each of them be and are hereby authorised to complete and do all such acts and things (including executing all such documents as may be required under or pursuant to the Agreements and to make such amendments thereto as the Directors may consider necessary, desirable or expedient) in connection with the Proposed Disposal, the Rent Free Leaseback and the Compensation Arrangement and all other transactions contemplated by the Agreements as they or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to this Resolution as they or he may deem fit.

By Order of the Board

**Victor Lai Kuan Loong**  
**Kelly Kiar Lee Noi**  
Company Secretaries  
Singapore  
23 August 2018

**Notes:**

1. (a) A Shareholder of the Company ("**Member**") who is not a relevant intermediary is entitled to appoint one or two proxies to attend and vote at the Extraordinary General Meeting (the "**EGM**"). Where such Member appoints two proxies, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the proxy form.
- (b) A Member who is a relevant intermediary is entitled to appoint more than two proxies to attend and vote at the EGM, 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 one proxy, 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.

2. A proxy need not be a Member of the Company.
3. The instrument appointing a proxy must be deposited at the registered office of the Company at 3 Fusionopolis Link, #06-11 Nexus @one-north, Singapore 138543 not less than forty-eight (48) hours before the time appointed for holding the EGM.

**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) 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, 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.