



THE PLACE

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## THE PLACE HOLDINGS LIMITED

(Incorporated in the Republic of Singapore)  
(Company Registration Number: 200107762R)

### NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting of The Place Holdings Limited (the "**Company**") will be held on 6 August 2019 at 2.00 p.m. at Meeting Room 320, Level 3 Suntec Singapore Convention and Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 for the purposes of considering and, if thought fit, passing with or with modifications, the following Resolution which will be proposed as an Ordinary Resolution:

#### Proposed Acquisition

That pursuant to Chapter 10 of the Listing Manual of the SGX-ST, approval be and is hereby given for:

- (a) the Proposed Acquisition (as defined in the circular to shareholders dated 22 July 2019 accompanying this Notice of Extraordinary General Meeting (the "**Circular**")), on the terms and conditions of the Agreement (as defined in the Circular), the principal terms of which are set out in the Circular; and
- (b) the Directors or any one of them to complete and do any and all such acts and things (including without limitation, to execute all such documents and to approve any amendments, alterations or modifications to any documents) as the Directors or any of them may consider necessary, desirable or expedient to give effect to the Proposed Acquisition.

#### BY ORDER OF THE BOARD

Ji Zenghe  
Executive Chairman

22 July 2019

#### Notes:

1. A member who is not a relevant intermediary is entitled to appoint not more than two (2) proxies to attend, speak and vote at the Extraordinary General Meeting. Where such member's form of proxy appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.
2. A member who is a relevant intermediary is entitled to appoint more than two (2) proxies to attend, speak and vote at the Extraordinary General Meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.  
"Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act.
3. A proxy need not be a member of the Company.
4. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 20 Collyer Quay, #21-01, Singapore 049319 not less than 48 hours before the time fixed for holding the Extraordinary General Meeting, or any adjournment thereof.

#### Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a member of the Company (a) 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 processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (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**"), (b) 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 (c) 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.