



## VIBROPOWER CORPORATION LIMITED

(Incorporated in the Republic of Singapore)  
(Company Registration No. 200004436E)

### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that the Extraordinary General Meeting ("EGM") of VibroPower Corporation Limited (the "Company") will be held at 38 Tuas Crescent, Singapore 638725 on 17 December 2019 at 9:30 a.m. for the purpose of considering and, if thought fit, passing with or without any amendments the following ordinary resolutions.

All capitalised terms in the resolution below and defined in the Circular dated 2 December 2019 to the shareholders of the Company (the "Circular") shall, unless otherwise defined herein, have the respective meanings ascribed thereto in the Circular.

#### ORDINARY RESOLUTION 1 – THE RIGHTS CUM WARRANTS ISSUE

That, contingent upon the passing of Ordinary Resolution 2, the Rights cum Warrants Issue be and is hereby approved and authority be and is hereby given to the Directors or any of them to:

- (a) create and issue:
  - (i) such number of Rights Shares as the Directors may determine, up to a maximum of 17,975,428 Rights Shares at the Issue Price of S\$0.10 for each Rights Share;
  - (ii) such number of free detachable Warrants as the Directors may determine, up to a maximum of 17,975,428 free Warrants to be issued together with the Rights Shares, 17,975,428 free detachable and transferable Warrants, each Warrant carrying the right to subscribe for one (1) new Share at the Exercise Price of S\$0.10 for each New Share during the period commencing on and including the date of issue of the Warrants and expiring at 5 p.m. (Singapore time) on the date immediately preceding the fifth (5th) anniversary of the date of issue of the Warrants, subject to the terms and conditions of the deed poll constituting the Warrants ("Deed Poll") to be executed by the Company on such terms and conditions as the Directors may deem fit; and
  - (iii) such further Warrants as may be required or permitted to be permitted to be issued in accordance with the terms and conditions of the Deed Poll (any such further Warrants to rank *pari passu* with the Warrants and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the Deed Poll);
- (b) provisionally allot and issue up to 17,975,428 Rights Shares with up to 17,975,428 free Warrants, on the basis of one (1) Rights Share with one (1) Warrant for every two (2) existing Shares held by Shareholders whose names appear in the register of members of the Company or the records of The Central Depository (Pte) Limited ("CDP") as at the Books Closure Date ("Entitled Shareholders") with registered addresses in Singapore or who have, not later than 5.00 p.m. (Singapore time) on the date being three (3) Market Days prior to the Books Closure Date, provided to the CDP or the share registrar of the Company ("Share Registrar"), as the case may be, addresses in Singapore for the services of notices and documents, on the terms and conditions set out below and/or otherwise on such terms and conditions as the Directors may think fit:
  - (i) the provisional allotments of the Rights Shares with Warrants under the Rights cum Warrants Issue shall be made on a renounceable non-underwritten basis to the Entitled Shareholders;
  - (ii) no provisional allotment of the Rights Shares with Warrants shall be made in favour of, and no application form or other documents in respect thereof shall be issued or sent to Shareholders with registered addresses outside Singapore as at the Books Closure Date and who have not, at least three (3) Market Days prior thereto, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents ("Foreign Shareholders");
  - (iii) the entitlements to the Rights Shares with Warrants which would otherwise have been provisionally allotted to Foreign Shareholders shall 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, including without limitation to be sold "nil-paid" on the Singapore Exchange Securities Trading Limited ("SGX-ST") and to pool and thereafter distribute the net proceeds thereof, if any (after deducting all expenses), proportionately among such Foreign Shareholders in accordance with 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 dealt with as the Directors may, in their absolute discretion, deem fit in the interests of the Company;
  - (iv) provisional allotments of the Rights Shares with Warrants not taken up or cannot be sold or are not sold on the SGX-ST for any reason shall be used to satisfy applications for excess Rights Shares with Warrants or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company;
  - (v) the Rights Shares when issued and fully paid-up will rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions that may be declared or paid, the record date for which falls on or after the date of issue of the Rights Shares; and
  - (vi) the New Shares to be issued on exercise of the Warrants will rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions that may be declared or paid, the record date for which falls on or after the date of issue of the New Shares;
- (c) 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:
  - (i) a maximum of 17,975,428 New Shares on the exercise of the Warrants, credited as fully paid, subject to and otherwise in accordance with the terms and conditions of the Deed Poll, such New Shares (when issued and paid) to rank *pari passu* in all respects with the then existing Shares (save as may otherwise be provided in the terms and conditions of the Deed Poll) for any dividends, rights, allotments or other distributions that may be declared or paid, the record date for which falls on or after the date of issue of the New Shares; and
  - (ii) on the same basis as paragraph (c)(i) above, such further New Shares as may be required to be allotted and issued on the exercise of any of the Warrants referred to in paragraph (a) above; and
- (d) the Directors be and are hereby authorised to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be advisable, necessary or expedient for the purposes of giving effect to the Rights cum Warrants Issue, with full power to assent to any condition, amendment, alteration, modification or variation as may be required by the relevant authorities or as such Directors or any of them may deem fit or expedient or to give effect to this Ordinary Resolution or the transactions contemplated pursuant to or in connection with the Rights cum Warrants Issue.

#### ORDINARY RESOLUTION 2 – THE WHITEWASH RESOLUTION

That, contingent upon the passing of Ordinary Resolution 1 and the satisfaction of all condition set out in SIC's letter dated 24 October 2019, the Independent Shareholders of the Company hereby (on a poll taken) unconditionally and irrevocably waive their rights under Rule 14.1 of the Code to receive a mandatory general offer from the Undertaking Shareholders and parties acting in concert with them, in the event that the Undertaking Shareholders' subscription of the Rights Shares (including any Excess Rights Shares) and the New Shares arising from the exercise of the Warrants under the Rights cum Warrants Issue results in the Undertaking Shareholders incurring an obligation to make a mandatory general offer pursuant to Rule 14.1 of the Code.

**Voting Exclusion:** The Company will, in accordance with the conditional waiver by the SIC, disregard any votes cast on this resolution by the Undertaking Shareholders and their concert parties, as well as parties not independent of them. However, the Company need not disregard a vote if it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

#### BY ORDER OF THE BOARD

Sia Huai Peng  
Company Secretary  
Singapore  
2 December 2019

#### Notes:

- (a) A member who is not a relevant intermediary may appoint not more than two proxies to attend, speak and vote in his stead at the EGM. Where a member appoints more than one proxy, he shall specify the proportion of his shareholding to be represented by each proxy in the form of proxy. A proxy need not be a member of the Company.
- (b) A member who is a relevant intermediary is entitled to appoint one or more proxies to attend, speak 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. Relevant intermediary has the meaning ascribed to it in Section 181 of the Companies Act.
- (c) If the appointer is a corporation, the proxy must be executed under seal or the hand of its duly authorised officer or attorney.
- (d) The instrument appointing a proxy must be deposited at the Registered Office of the Company at 11 Tuas Avenue 16 Singapore 638929 not less than 48 hours before the time appointed for holding the EGM.

#### Personal Data Protection:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM of the Company (the "Meeting") 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, administration and analysis by the Company (or its agents) of proxy(ies) and representative(s) appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, proxy 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.