
NOTICE OF EXTRAORDINARY GENERAL MEETING

FRENCKEN GROUP LIMITED

(Incorporated in the Republic of Singapore)

(Company Registration No. 199905084D)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Frencken Group Limited (the “**Company**”) will be held at Orchard Parade Hotel, Level 2 Antica I, 1 Tanglin Road, Singapore 247905 on 18 March 2017 at 2.30 p.m. for the purpose of considering and, if thought fit, passing with or without any amendments, the following resolution:

ORDINARY RESOLUTION:

APPROVAL FOR THE PROPOSED DISPOSAL

THAT:

- (a) approval be and is hereby given, for the purpose of Chapter 10 of the Listing Manual of the SGX-ST, for the disposal of 168,200,000 ordinary shares, representing the entire issued and paid-up capital of Precico Electronics Sdn Bhd, an indirect wholly-owned subsidiary of the Company, to Valeo Bayen, in accordance with the terms and conditions of the sale and purchase agreement entered into between the Company, Precico Group Sdn Bhd and Valeo Bayen dated 13 January 2017 (“**SPA**”); and
- (b) the Directors of the Company and each of them be and are hereby authorised to take such steps, approve all matters, implement, execute, perfect or give effect to complete and do all such acts and things (including executing all such documents as may be required) for the purposes of giving effect to or facilitating the Proposed Disposal with full power to assent to any condition, amendment, alteration, modification or variation (including to the SPA) as may be required or as they or he may in their/his absolute discretion consider necessary, desirable or expedient in the interests of the Company to complete the transactions contemplated in the Proposed Disposal and to give effect to this Resolution.

By Order of the Board

Mohamad Anwar Au
Executive Director
Singapore, 2 March 2017

IMPORTANT: PLEASE READ NOTES OVERLEAF.

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Notes:

- (1) Unless otherwise defined, all capitalized terms shall have the meanings ascribed to them in the Company's circular dated 2 March 2017.
- (2) A Member who is not a relevant intermediary, is entitled to appoint not more than two (2) proxies to attend and vote in his/her stead at the Extraordinary General Meeting (the "**Meeting**").
- (3) A Member who is a relevant intermediary, is entitled to appoint more than two (2) proxies to attend and vote at the Meeting, but each proxy must be appointed to exercise the rights attached to a different Share or Shares held by such Member.
- (4) A proxy need not be a member of the Company.
- (5) The instrument appointing the proxy that has been executed by a Shareholder must be lodged at the office of the Company's Share Registrar, Tricor Barbinder Share Registration Services at 80 Robinson Road, #11-02, Singapore 068898 not less than forty-eight (48) hours before the time fixed for holding the Meeting.

PERSONAL DATA PRIVACY

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at 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 by the Company (or its agents) of proxies and representatives appointed for the Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Meeting (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.