



## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting (“EGM”) of the Company will be held at 743 Lorong 5 Toa Payoh, Level 2, Singapore 319457 on 21 July 2017 at 9.30 a.m. for the purpose of considering and, if thought fit, passing with or without amendment, the ordinary resolutions as set out below.

All capitalised terms in the resolutions below and defined in the Circular dated 5 July 2017 to the shareholders of the Company (the “Circular”) shall, unless otherwise defined herein, have the respective meanings ascribed thereto in the Circular.

**Shareholders should note that the passing of Ordinary Resolutions 1 and 2 set out in the Notice of EGM are inter-conditional. This means that if any one of Ordinary Resolutions 1 and 2 is not approved, the other resolution will not be passed.**

**ORDINARY RESOLUTION 1 – THE PROPOSED ISSUE OF UP TO S\$10,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CONVERTIBLE NOTE DUE 3 YEARS FROM THE DATE OF ISSUANCE OF THE NOTE TO ZHONGHONG HOLDING CO., LTD (THE “PROPOSED CONVERTIBLE NOTES ISSUE”)**

Resolved that, subject to and contingent upon the passing of Ordinary Resolution 2 set out in this Notice of EGM:

- (a) approval be and is hereby given for the transactions contemplated under the Convertible Note Subscription Agreement, and without prejudice to the generality of the foregoing, authority be and is hereby given to the Directors or any of them to issue the Note and the Issuer’s New Shares arising from the conversion of the Note, pursuant to Rule 805(1) of the Catalyst Rules, Section 161 of the Companies Act (Chapter 50) of Singapore, and the Articles of Association of the Company; and
- (b) the Directors and each of them be and are hereby authorised and empowered to do all acts and things as they or he may consider necessary or expedient to give effect to this Resolution 1, including without limitation to the foregoing, to negotiate, sign, execute and deliver all documents, approve any amendments, alterations or modifications to any document (if required) in the interests of the Company, and, to the extent that any of the foregoing have been done, that they be and are hereby adopted, confirmed and ratified.

**ORDINARY RESOLUTION 2 – PROPOSED CONVERTIBLE NOTE ISSUE AS AN INTERESTED PERSON TRANSACTION (THE “PROPOSED IPT RESOLUTION”)**

Resolved that, subject to and contingent upon the passing of Ordinary Resolution 1:

In connection with the Proposed Convertible Note Issue and for the purpose of Chapter 9 of the Catalyst Rules, approval be and is hereby given for the Company, as an entity at risk (as defined in Chapter 9 of the Catalyst Rules), to enter into the Proposed Convertible Note Issue as an interested person transaction as set out in paragraph 4 of the Circular.

*Note: The Subscriber will, and will procure that its associates to, abstain from voting on these Resolution 1 and 2 in respect of their shareholding, and will not accept nominations as proxies unless specific instructions have been given in the Proxy Form by the Shareholders appointing them on how they wish their votes to be cast.*

### BY ORDER OF THE BOARD

**Shirley Tan Sey Liy**  
Company Secretary

Singapore, 5 July 2017

### NOTES:

- 1) A member entitled to attend and vote at the EGM is entitled to appoint a proxy or proxies to attend and vote on his/her behalf. A proxy need not be a member of the Company.
- 2) Where a member (other than a Relevant Intermediary\*) appoints two proxies, he shall specify the proportion of his shareholding to be represented by each proxy in the instrument appointing the proxies.
- 3) A Relevant Intermediary may appoint more than 2 proxies, but each proxy must be appointed to exercise the rights attached to a different share or shares held by him (which number and class of shares shall be specified).
- 4) A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. The appointment of proxy must be executed under seal or the hand of its duly authorised officer or attorney in writing.
- 5) The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 615 Lorong 4 Toa Payoh, #01-01 Storhub, Singapore 319516, at least 48 hours before the time fixed for the EGM.

\* A Relevant Intermediary is:

- a) a banking corporation licensed under the Banking Act (Chapter 19) of Singapore or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity; or
- b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act (Chapter 289) of Singapore and who holds shares in that capacity; or
- c) the Central Provident Fund Board established by the Central Provident Fund Act (Chapter 36) of Singapore, in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

### PERSONAL DATA PROTECTION:

Where a member of the Company submits 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, 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.