



HUAN HSIN HOLDINGS LTD

奐鑫控股有限公司

(Incorporated in the Republic of Singapore)
(Company Registration Number: 199509142R)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the “**EGM**”) of the members of Huan Hsin Holdings Ltd (the “**Company**”) will be held on 24 April 2015 at 1.00 p.m. at Albizia Room 1, Level 2, Jurong Country Club, 9 Science Centre Road, Singapore 609078 for the purpose of considering and, if thought fit, passing with or without any modifications the following resolution:

AS ORDINARY RESOLUTION

THE PROPOSED DISPOSAL BY HUAN HSIN (BVI) LIMITED OF ITS ENTIRE HOLDING OF SHARES OF INDEED HOLDINGS LIMITED, COMPRISING 51% OF THE ISSUED SHARE CAPITAL OF INDEED HOLDINGS LIMITED, TO PHOENIX BRIDGE INTERNATIONAL HOLDINGS GROUP INVESTMENT CO., LIMITED

It is **RESOLVED** that approval be and is hereby given to the Company for the following actions:

- (1) the proposed disposal by Huan Hsin (BVI) Limited (“**HHBL**”), a wholly-owned subsidiary of the Company, of shares comprising 51% of the issued share capital of Indeed Holdings Limited to Phoenix Bridge International Holdings Group Investment Co., Limited (the “**Purchaser**”), on the terms and conditions of the conditional share transfer agreement entered into by HHBL, Casetek Holdings Limited and the Purchaser on 13 February 2015 (the “**Proposed Disposal**”); and
- (2) any director of the Company be and is hereby authorised to complete and to do all acts and things as he may consider necessary, desirable or expedient to give effect to the Proposed Disposal and/or to give effect to this resolution, 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) as he shall think fit and in the interests of the Company.

By Order of the Board

Hsu Hung Chun
Chairman

9 April 2015

Notes:

- (1) A Shareholder entitled to attend and vote at the EGM may appoint not more than two proxies to attend and vote in his/her stead. A Shareholder which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. A proxy need not be a Shareholder.
- (2) If a proxy is to be appointed, the instrument appointing a proxy must be duly deposited at the registered office of the Company at 3 Anson Road, #27-01 Springleaf Tower, Singapore 079909 not later than 48 hours before the time appointed for the holding of the EGM.
- (3) The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised.
- (4) A Depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited as at 48 hours before the time fixed for holding the EGM in order for the Depositor to be entitled to attend and vote at the EGM.

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 (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 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) 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.