



Moya Holdings Asia Limited

MOYA HOLDINGS ASIA LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration Number: 201301085G)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“**EGM**”) of Moya Holdings Asia Limited (“**Company**”) will be held on 22 December 2015 at 11:00 a.m. at Boardroom, Lower Lobby, Fullerton Hotel Singapore, 1 Fullerton Square, Singapore 049178 for the purpose of considering and, if thought fit, passing with or without modifications, the following ordinary resolutions:

All capitalised terms in this Notice of EGM which are not defined herein shall have the same meaning ascribed to them in the Company’s circular to Shareholders dated 7 December 2015.

ORDINARY RESOLUTION 1: THE RIGHTS ISSUE

That subject to and contingent upon the passing of ordinary resolution 2:

the renounceable non-underwritten rights issue of up to 1,598,472,786 new ordinary shares in the capital of the Company (“**Rights Shares**”) at an issue price of S\$0.033 for each Rights Share (“**Issue Price**”), on the basis of five (5) Rights Shares for every four (4) existing ordinary shares (“**Shares**”) in the capital of the Company held by shareholders of the Company (“**Shareholders**”) as at the Books Closure Date, fractional entitlements to be disregarded (“**Rights Issue**”), be and is hereby approved and authority be and is hereby given to the Directors or any of them to:

- (a) allot and issue up to 1,598,472,786 Rights Shares at the Issue Price;
- (b) provisionally allot and issue up to 1,598,472,786 Rights Shares at the Issue Price on the basis of five (5) Rights Shares for every four (4) existing Shares held by Shareholders whose names appear in the Register of Members 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, at least 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 service of notices and documents, fractional entitlements to be disregarded, 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 Rights Shares under the Rights Issue shall be made on a renounceable non-underwritten basis to Entitled Shareholders;
 - (ii) no provisional allotment of Rights Shares 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 Rights Shares which would otherwise accrue 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 Catalist 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 Rights Shares not taken up or cannot be sold or are not sold on Catalist for any reason, or which represent fractional entitlements disregarded in accordance with the terms of the Rights Issue, shall be used to satisfy applications of excess Rights Shares or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company; and
 - (v) the Rights Shares when issued and fully paid-up will rank *pari passu* in all respects with the existing Shares save for any dividends, rights, allotments or other distributions that may be declared or paid, the record date for which falls before the date of issue of the Rights Shares;
- (c) 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 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.

ORDINARY RESOLUTION 2: THE WHITEWASH RESOLUTION

That subject to and contingent upon the passing of ordinary resolution 1:

approval be and is hereby given, subject to the satisfaction of all the conditions as set out in the SIC’s letter dated 16 November 2015, Shareholders (other than TIPL and its concert parties (“**Concert Party Group**”)) do hereby, on a poll taken, unconditionally and irrevocably waive their rights to receive a mandatory general offer from the Concert Party Group in accordance with Rule 14 of the Singapore Code on Take-overs and Mergers (“**Code**”), in the event that (i) TIPL’s subscription for and allotment of the Rights Shares pursuant to the Irrevocable Undertaking; (ii) the possible subscription by, and allotment to, the Concert Party Group of excess Rights Shares under the Rights Issue; and (iii) the Concert Party Group’s possible acquisition of “nil-paid” rights from the market, and subsequent subscription for and allotment of Rights Shares under those “nil-paid” rights, pursuant to the Rights Issue results in them incurring an obligation to make a mandatory general offer pursuant to Rule 14 of the Code.

BY ORDER OF THE BOARD

Simon A. Melhem
Chief Executive Officer/Managing Director
Singapore
7 December 2015

Notes:

- (1) A member of the Company (“**Member**”) entitled to attend and vote at the EGM is entitled to appoint not more than two (2) proxies to attend and vote on his/her behalf. A proxy need not be a Member of the Company.
- (2) The instrument appointing a proxy or proxies that has been executed by a Member, together with the power of attorney or other authority (if any) under which it is signed (or a certified copy thereof), must be lodged at the registered office of the Company at 80 Raffles Place, #28-22 UOB Plaza 2, Singapore 048624 not less than 48 hours before the time appointed for the EGM. The sending of a Proxy Form by a Member does not preclude him from attending and voting in person at the EGM if he finds that he is able to do so. In such event, the relevant Proxy Forms will be deemed to be revoked.
- (3) **Personal data privacy:** By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, or by attending the EGM, a Member (a) 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, 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**”), (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), 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 (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. In addition, by attending the EGM and/or any adjournment thereof, a Member consents to the collection, use and disclosure of the Member’s personal data by the Company (or its agents) for any of the Purposes.

*This Notice of EGM has been prepared by the Company and its contents have been reviewed by the Company’s sponsor, Canaccord Genuity Singapore Pte. Ltd. (“**Sponsor**”), for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”). The Sponsor has not independently verified the contents of this Notice of EGM.*

This Notice of EGM has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this Notice of EGM, including the correctness of any of the statements or opinions made or reports contained in this Notice of EGM.

The contact person for the Sponsor is Ms Alice Ng, Director and Head of Continuing Sponsorship, Canaccord Genuity Singapore Pte. Ltd. at 77 Robinson Road #21-02 Singapore 068896, telephone (65) 6854 6160.