

CHASEN HOLDINGS LIMITED(Incorporated in the Republic of Singapore on 2 November 1999)
(Company Registration No. 199906814G)**NOTICE OF EXTRAORDINARY GENERAL MEETING**

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Chasen Holdings Limited (the "Company") will be held at Violet Room, Level 3, The Chevrons, 48 Boon Lay Way, Singapore 609961, on 22 December 2015 at 11.00 a.m. for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolutions as set out below.

All capitalised terms used in this Notice which are not defined herein shall have the meanings ascribed to them in the Circular to Shareholders of the Company dated 7 December 2015.

ORDINARY RESOLUTION 1: THE RIGHTS CUM WARRANTS ISSUE**1. The Renounceable Non-Underwritten Rights cum Warrants Issue**

That a renounceable non-underwritten rights issue of up to 192,779,083 new ordinary shares in the capital of the Company (the "Rights Shares") at the issue price of \$0.05 for each Rights Share, and up to 385,558,166 free detachable warrants (the "Warrants"), with each Warrant allowing the holder to subscribe for one (1) new ordinary share ("New Share") in the capital of the Company at an exercise price of \$0.025 for each New Share, on the basis of one (1) Rights Share for every two (2) existing ordinary shares in the capital of the Company held by the shareholders of the Company as at a time and date to be determined (the "Books Closure Date"), and two (2) free detachable Warrants for every one (1) Rights Share subscribed, fractional entitlements to be disregarded ("Rights cum Warrants Issue"), be and is hereby approved and authority be and is hereby given to the Board of Directors of the Company to:

- (a) create and issue:
 - (i) such number of Rights Shares as the Directors may determine up to 192,779,083 Rights Shares at an issue price of \$0.05 for each Rights Share;
 - (ii) such number of Warrants as the Directors may determine up to 385,558,166 Warrants in registered form to be issued together with the Rights Shares, each such Warrant to entitle the holder thereof to subscribe for one (1) New Share at an exercise price of \$0.025 for each New Share at any time during the period commencing on the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the second (2nd) anniversary of the date of issue of the Warrants subject to the terms and conditions of the deed poll (the "Deed Poll") constituting the Warrants 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 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 to issue up to 192,779,083 Rights Share with up to 385,558,166 Warrants at an issue price of \$0.05 for each Rights Share on the basis of one (1) Rights Share for every two (2) existing ordinary shares in the capital of the Company held by shareholders of the Company (the "Shareholders") as at the Books Closure Date, and two (2) free Warrants for every one (1) Rights Share, fractional entitlements to be disregarded; and
- (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) up to 385,558,166 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 of the Company (save as may otherwise be provided in the terms and conditions of the Deed Poll) save for any dividends, rights, allotments or other distributions the record date for which falls before the date of issue of the New Shares; and
 - (ii) on the same basis as paragraph (c)(i) above, such further new ordinary shares in the capital of the Company as may be required to be allotted and issued on the exercise of any of the Warrants referred to in paragraph (a)(iii) above,

on the terms and conditions set out below and/or otherwise on such terms and conditions as the Directors may deem fit:

- (a) the provisional allotments of the Rights Shares with Warrants under the Rights cum Warrants Issue shall be made on a renounceable basis to the 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 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 Company, as the case may be, addresses in Singapore for the service of notices and documents, on the basis of one (1) Rights Share for every two (2) existing ordinary shares in the capital of the Company then held by the Shareholders, and two (2) Warrants for every one (1) Rights Share subscribed or in such other proportions as the Directors may deem fit;
- (b) no provisional allotment of the Rights Shares with Warrants shall be made in favour of Shareholders with registered addresses outside Singapore as at the Books Closure Date or who have not, at least three (3) market days prior thereto, provided to the CDP or the Company, as the case may be, addresses in Singapore for the service of notices and documents (the "Foreign Shareholders");
- (c) the entitlements to the Rights Shares with Warrants which would otherwise accrue to Foreign Shareholders shall be disposed of by the Company in such manner and on such terms and conditions as the Directors shall deem fit for the purpose of renouncing the rights entitlements relating thereto to purchasers thereof and to pool and thereafter distribute the net proceeds, if any, thereof (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 \$10.00, such amount shall instead be retained or dealt with for the sole benefit of the Company;
- (d) the entitlements to the Rights Shares with Warrants not taken up or allotted for any reason (other than allotments to Foreign Shareholders referred to above) shall be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company; and
- (e) the Rights Shares when issued and fully paid up will rank *pari passu* in all respects with the then existing ordinary shares in the capital of the Company save for any dividends, rights, allotments or other distribution, the record date for which falls before the date of issue of the Rights Shares,

and the Directors be and are hereby authorised to take such steps, do all such acts and things, make such amendments to the terms of the Rights Shares and Warrants and exercise such discretion as the Directors may in their absolute discretion deem fit, advisable or necessary in connection with all or any of the above matters.

ORDINARY RESOLUTION 2: THE PROPOSED TCL SHARE AND WARRANTS ISSUE

That subject to and contingent upon the passing of Ordinary Resolution 1:

- (a) approval be and is hereby given for the Company to allot and issue, as payment for the consultancy services rendered by Tanamerah Capital Limited ("TCL"):
 - (i) up to 10,000,000 new Shares to TCL immediately after the allotment and issue of the Rights Shares but before the allotment of the new Shares ("TCL Consultancy Fee Shares"), odd lots to be disregarded, credited as fully paid, such new Shares to rank *pari passu* in all respects with the then existing issued Shares of the Company;
 - (ii) up to 16,000,000 free warrants to TCL ("TCL Warrants"), odd lots to be disregarded, each TCL Warrant carrying the right to subscribe for one (1) new Share ("New TCL Share") at an exercise price of \$0.025 for each New TCL Share, during the period commencing on and including the date of issue of the TCL Warrants and expiring at 5:00 p.m. on the date immediately preceding the second (2nd) anniversary of the date of issue of the TCL Warrants, subject to the terms and conditions of the Deed Poll constituting the Warrants and the TCL Warrants to be executed by the Company on such terms and conditions as the Directors may deem fit; and
 - (iii) such further TCL Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Deed Poll (any such further TCL Warrants to rank *pari passu* with the TCL Warrants and 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),
 (the "Proposed TCL Shares and Warrants Issue"); and
- (b) the Directors of the Company and/or any of them be and are hereby authorised to implement, execute, perfect or give effect to complete and do all such acts and things (including executing all such documents as may be required) as they and/or he may in their/his absolute discretion consider necessary, desirable or expedient in the interests of the Company to complete the Proposed TCL Shares and Warrants Issue and to give effect to this Resolution 2.

ORDINARY RESOLUTION 3: APPROVAL OF THE ADJUSTED WARRANTS ISSUE

That subject to and contingent upon the passing of Ordinary Resolution 1, the issue of up to 8,507,170 new warrants ("Adjusted Warrants") each carrying the right to subscribe for one (1) new ordinary share in the capital of the Company ("Adjusted Share") at an exercise price of \$0.11 for each Adjusted Share, on the basis of 0.0909091 Adjusted Warrant for every one (1) Outstanding Warrant held as at the Books Closure Date, fractional entitlements to be disregarded (the "Adjusted Warrants Issue") be and is hereby approved and authority be and is hereby given to the Board of Directors to:

- (a) create and issue:
 - (i) such number of Adjusted Warrants as the Directors may determine up to 8,507,170 Adjusted Warrants in registered form to entitle the holder thereof to subscribe for one (1) Adjusted Share at an exercise price of \$0.11 for each Adjusted Share at any time during the period commencing on the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants (2014) subject to the terms and conditions of the 2014 Deed Poll constituting the Warrants (2014) to be executed by the Company on such terms and conditions as the Directors may deem fit; and
 - (ii) such further Warrants (2014) as may be required or permitted to be issued in accordance with the terms and conditions of the 2014 Deed Poll (any such further Warrants (2014) to rank *pari passu* with the Warrants (2014) and for all purposes to form part of the same series, save as may otherwise be provided in the terms and conditions of the 2014 Deed Poll);
- (b) 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) up to 8,507,170 Adjusted Shares on the exercise of the Adjusted Warrants, credited as fully paid, subject to and otherwise in accordance with the terms and conditions of the 2014 Deed Poll, such Adjusted Shares (when issued and paid) to rank *pari passu* in all respects with the then existing shares of the Company (save as may otherwise be provided in the terms and conditions of the 2014 Deed Poll) save for any dividends, rights, allotments or other distributions the record date for which falls before the date of issue of the Adjusted Shares; and
 - (ii) on the same basis as paragraph (b)(i) above, such further new ordinary shares in the capital of the Company as may be required to be allotted and issued on the exercise of any of the Warrants (2014) referred to in paragraph (a)(ii) above,

on the terms and conditions set out in the 2014 Deed Poll and/or otherwise on such terms and conditions as the Directors may deem fit; and

- (c) to take such steps, do all such acts and things, make such amendments to the terms of the Adjusted Warrants Issue and exercise such discretion as the Directors may in their absolute discretion deem fit, advisable or necessary in connection with all or any of the above matters.

For the purposes of this Resolution 3:

"2014 Deed Poll" means the deed poll dated 19 February 2014 entered into by the Company; and

"Warrants (2014)" means the warrants in registered form allotted and issued by the Company pursuant to the terms and conditions of the Warrants (2014) as set out in the 2014 Deed Poll.

By Order of the Board

Chew Kok Liang
Company Secretary
Singapore
7 December 2015

NOTES:

1. A member of the Company entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint not more than two proxies to attend at the same meeting. Where a member appoints more than one proxy, he shall specify the proportion of his shareholdings to be represented by each proxy.
2. A proxy need not be a member of the Company.
3. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 18 Jalan Besut Singapore 619571 not later than 48 hours before the time appointed for holding the Extraordinary General Meeting.