

# CHINA JISHAN HOLDINGS LIMITED

(Incorporated in the Republic of Singapore) (Company Registration No. 200310591E)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting ("EGM") of China Jishan Holdings Limited (the "Company") will be held at Crystal Suite, Level 2, Holiday Inn Singapore Orchard City Centre, 11 Cavenagh Road, Singapore 229616 on 18 September 2019 at 10 a.m. for the purpose of considering and, if thought fit, passing with or without any modifications the following ordinary resolution:

Unless otherwise defined, all capitalised terms in this Notice of EGM shall have the same meanings as those defined or construed in the Circular dated 2 September 2019 issued by the Company to the Shareholders.

## ORDINARY RESOLUTION – THE PROPOSED DECLARATION OF AN INTERIM DIVIDEND OF \$\$0.0193 PER ORDINARY SHARE FOR THE FINANCIAL PERIOD ENDED 30 JUNE 2019

That:

- (a) approval be and is hereby given for the Company to declare the Interim Dividend to the Shareholders on the basis of S\$0.0193 for each issued ordinary share in the capital of the Company held by a Shareholder or on his/her behalf as at the Books Closure Date; and
- (b) the Directors and each of them be and are hereby authorised to complete and do all such acts and things (including but not limited to executing all such documents as may be required, approving any amendments, alterations or modifications to any documents, and filing and/or submitting any notices, forms and documents with or to the relevant authorities) as they or each of them may in their/or each of their absolute discretion consider desirable, expedient or necessary or in the interests of the Company to give effect to the proposed declaration of the Interim Dividend.

## BY ORDER OF THE BOARD

Xiao Ziliang Executive Director and Chief Executive Officer 2 September 2019

#### Notes:

- 1. A member of the Company entitled to attend and vote at the EGM who is not a relevant intermediary is entitled to appoint not more than two proxies to attend and vote in his/her stead at the EGM. A proxy need not be a member of the Company. Provided that if a member shall nominate two proxies, then the member shall specify the proportion of his shares to be represented by each such proxy, failing which the nomination shall be deemed to be alternative.
- A member of the Company entitled to attend and vote at the EGM which is a corporation is entitled to appoint an authorised representative or proxy to vote on its behalf.
- 3. A member of the Company entitled to attend and vote at the EGM who is a relevant intermediary is entitled to appoint more than two proxies to attend, speak and vote in his/her stead at the EGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. "Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act, (Chapter 50) of Singapore.
- 4. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 112 Robinson Road, #05-01, Singapore 068902, not less 72 hours before the time appointed for holding the EGM or any adjournment thereof.

#### Personal data privacy:

By submitting a proxy form 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, 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 Purposes, and (iii) agrees that the shareholder 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.