

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE
ATTENTION.**

It contains important information and should be read in its entirety. If you are in any doubt about what action you should take, you should consult your professional adviser without delay.

Copies of this document can be obtained by an ATH Scheme Creditor from the registered office of the ATH Scheme Chairman at 8 Shenton Way, #32-03 AXA Tower 068811 Singapore, during normal business hours on any day prior to the date of the ATH Court Meeting (other than a Saturday, a Sunday or a public holiday).

Unless otherwise defined, the capitalised terms used throughout this document (the "**Explanatory Statement**") shall bear the same meanings as defined in the Scheme of Arrangement dated 9 November 2020 enclosed herein.

EXPLANATORY STATEMENT

To

SCHEME OF ARRANGEMENT

(Under Section 210 of the Companies Act (Cap. 50))

Between

ASIATRAVEL.COM HOLDINGS LTD

(Singapore UEN No. 199907534E)

And

ATHSCHEME CREDITORS

(as defined in the ATH Scheme)

A meeting of the ATH Scheme Creditors to consider and, if thought fit, approve the ATH Scheme of Arrangement will be held on 21 December 2020 at 2.30 pm (Singapore time) at 66 Seletar Aerospace View S797509 Level 1 Spitfire Room.

The actions that the ATH Scheme Creditors should take is set out in this Explanatory Statement and the ATH Scheme. As an ATH Scheme Creditor, whether or not you intend to be present at the Court Meeting, you are requested to complete and return the Proxy Form and Proof of Debt enclosed with this document in accordance with the instructions and notes contained therein.

Dated this 9th day of November 2020

IMPORTANT NOTICE: This Explanatory Statement is important and requires your immediate attention.

1. This Explanatory Statement is being distributed to all ATH Scheme Creditors (as defined in the Scheme of Arrangement dated 9 November 2020) of the Company solely for purposes of the ATH Scheme.
2. Except as provided for below, this Explanatory Statement is for the exclusive use of the persons to whom it is addressed and their advisers and shall not be copied, reproduced or distributed to any other person without the prior written consent of the Company. The information contained in this Explanatory Statement is confidential and provided solely for the purposes mentioned above. Recipients of this Explanatory Statement are required to keep this information confidential and use it only for the purposes of consideration of the ATH Scheme.
3. This Explanatory Statement contains extensive and detailed information and should be read in its entirety. If you are in doubt about this document or as to the action which you should take, you should consult your financial or investment adviser, stockbroker, bank manager, solicitor or other professional adviser immediately. You should note that the Explanatory Statement is not intended to constitute professional advice and that you should seek your own professional advice in relation to the ATH Scheme.
4. The actions required to be taken by ATH Scheme Creditors are set out in this Explanatory Statement and the ATH Scheme. Whether or not you intend to be present at the Court Meeting (as defined in the ATH Scheme), you are asked to complete and return as soon as possible the Proof of Debt and Proxy forms (copies of which are enclosed at herein) in accordance with the instructions set out herein. Failure to take action could have consequences in respect of your rights against ATH as set out in the Explanatory Statement and the ATH Scheme, for instance, a failure to submit a Proof of Debt in respect of your claim against ATH to the proposed ATH Scheme Managers by no later than the Proof of Debt Cut-Off Date may result in you being barred from voting at the ATH Court Meeting.
5. While the Company has taken reasonable care in the preparation of the information provided herein, no representation or warranty is made that the information contained herein in the Explanatory Statement and the ATH Scheme is accurate or complete.
6. The Explanatory Statement and the ATH Scheme are to be taken as mutually explanatory of one another but in the event of any conflict or inconsistency between the Explanatory Statement and the ATH Scheme, the terms of the ATH Scheme shall prevail.
7. Important Information:
 - (a) Date and time for lodgement of the Proof of Debt for purposes of voting at the Court Meeting: Monday, 16 November 2020, by no later than 5:00 p.m.(Singapore time).

- (b) Date and time for lodgement of the Proxy Form for purposes of voting at the Court Meeting: Thursday, 17 December 2020, by no later than 10:00 a.m. (Singapore time).
- (c) Place to submit Proof of Debt and Proxy Form: AsiaTravel.com Holdings Limited c/o FTI Consulting (Singapore) Pte Ltd, 8 Shenton Way, #32-03 AXA Tower, Singapore 068811, Attn: Ellyn Tan OR Email: Asiatravel@fticonsulting.com
- (d) Court Meeting: Monday, 21 December 2020, 2.30 p.m. (Singapore time) at 66 Seletar Aerospace View S797509, Level 1 Spitfire Room.

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CHAIRMAN OF THE COURT MEETING AND PROPOSED SCHEME MANAGER

The Chairman of the Court Meeting (the “ATH Scheme Chairman”)	Ms Ellyn Tan Huixian or, failing her, Mr Yit Chee Wah, care of FTI Consulting (Singapore) Pte Ltd (“FTI”)
Proposed Scheme Manager, if so approved (the “ATH Scheme Manager”)	Ms Ellyn Tan Huixian or, failing her, Mr Yit Chee Wah, care of FTI
Specified Address	8 Shenton Way #32-03 AXA Tower Singapore 068811 Attention: Ellyn Tan OR Email: Asiatravel@fticonsulting.com

EXPECTED TIMETABLE

Action	Time/Date
Publication and issuance of Notice of Court Meeting	Monday, 9 November 2020
Proof of Debt Cut-Off Date (this is the last day for lodgement of Proof of Debt for the purposes of voting on the ATH Scheme)	Monday, 16 November 2020 at 5.00pm (Singapore time)
Lodgement of Proxy Form for the purposes of voting at the Court Meeting	Thursday, 17 December 2020 at 5.00pm (Singapore time)
Court Meeting	Monday, 21 December 2020 at 2.30pm (Singapore time)
Court Hearing to sanction the ATH Scheme (subject to approval of the ATH Scheme at the Court Meeting)	To be announced
Proof of Debt Final Cut-Off Date (this is the last day for lodgement of Proof of Debt for the purposes of ascertaining an ATH Scheme Creditor's entitlement under the ATH Scheme)	Friday, 8 January 2021 at 5.00pm (Singapore time)

EXPLANATORY STATEMENT
(In compliance with Section 211 of the Companies Act (Cap.50))

To: The ATH Scheme Creditors

Dear Sir/Madam,

1. INTRODUCTION

- 1.1. The Company has issued this Explanatory Statement pursuant to Section 211 of the Companies Act (the “**Act**”). The purpose of this Explanatory Statement is to explain the background and effect of the proposed scheme of arrangement between AsiaTravel.com Holdings Ltd (“**ATH**”) and ATH Scheme Creditors (as defined hereafter) (the “**ATH Scheme**”) that will be tabled at a meeting of such ATH Scheme Creditors (the “**ATH Court Meeting**”) to seek the approval of the Court, subject to the requisite majorities having been obtained at the Court Meeting convened to consider the ATH Scheme.
- 1.2. This Explanatory Statement is to accompany the ATH Scheme. As such, this Explanatory Statement should be read, construed and interpreted in the context of the ATH Scheme. Capitalised terms used herein shall unless otherwise defined have the same meaning attributed to them under the ATH Scheme.
- 1.3. This Explanatory Statement is issued together with the document setting out the ATH Scheme dated 9 November 2020 (the “**ATH Scheme Document**”) including its annexes.
- 1.4. Please note that this Explanatory Statement does not form the basis of the legal contract between ATH and the ATH Scheme Creditors. The legally binding contract between ATH and the ATH Scheme Creditors in the event the ATH Scheme is approved by both the ATH Scheme Creditors and the Court is the ATH Scheme. ATH has prepared this Explanatory Statement on a best efforts basis, but makes no warranty as to the accuracy or completeness of the information provided herein. The Company reserves the right to amend or supplement this Explanatory Statement and/or the information contained herein.

2. GENERAL INFORMATION

What is a Scheme of Arrangement?

- 2.1. Under Singapore law, a scheme of arrangement of the kind proposed here is an arrangement provided for under Section 210 of the Act to take effect between a company

and its creditors. The arrangement becomes legally binding on all of the creditors to whom it is intended to apply if:

- 2.1.1. a majority in number and representing three-fourths in value of each class of creditors, voting in person or by proxy, vote in favour of it at the meeting convened with the permission of the Court;
 - 2.1.2. all the conditions precedent of the scheme are satisfied;
 - 2.1.3. the Court subsequently approves the scheme; and
 - 2.1.4. a sealed copy of the Court Order sanctioning the scheme is lodged with the Accounting and Corporate Regulatory Authority of Singapore (“ACRA”).
- 2.2. Under Singapore law, the arrangement becomes legally binding on all of the creditors to whom it is intended to apply.
- 2.3. A scheme is normally administered by a scheme manager. In this ATH Scheme, it will be administered by the proposed ATH Scheme Manager, who is Ms Ellyn Tan or, failing her, Mr Yit Chee Wah of FTI.

Who will be affected?

- 2.4. The ATH Scheme is proposed between ATH and its Creditors. An ATH Scheme Creditor is defined in the ATH Scheme.
- 2.5. Parties with no actual claims against ATH will not be entitled to attend or vote at the ATH Court Meeting.

Why have you been sent these documents?

- 2.6. A copy of this Explanatory Statement, along with the related documents, has been sent to parties who have been identified as Creditors of ATH and whose ATH Claims against ATH are proposed to be compromised under the ATH Scheme.

What should you do?

- 2.7. If you are an ATH Scheme Creditor, you are entitled to vote at the Court Meeting convened for the purpose of approving the ATH Scheme.
- 2.8. The Court Meeting will be held on Monday, 21 December 2020, 2.30 pm (Singapore time) at 66 Seletar Aerospace View S797509, Level 1 Spitfire Room. An ATH Scheme Creditor may attend in person or may vote by proxy. Please note that in the event that you are no longer an ATH Scheme Creditor by virtue of you having transferred your interests, please forward this and all related documents to the ATH Scheme Creditor to whom you have transferred your interests.

(a) Proof of Debt

- 2.9. In order to be entitled to participate and vote at the Court Meeting, you must submit a Proof of Debt in respect of your claim against ATH to the ATH Scheme Chairman by no later than the Proof of Debt Cut-Off Date (which is Monday, 16 November 2020 at 5.00pm (Singapore time)).
- 2.10. If you do not do so, you may be barred from voting at the Court Meeting. In the event that the ATH Scheme is approved and becomes effective, your claims against ATH may also be affected.
- 2.11. The Proof of Debt is enclosed at Appendix A of the ATH Scheme.

(b) Proxy

- 2.12. You may attend and vote at the Court Meeting in person or you may appoint another person or the ATH Scheme Chairman as your proxy to attend and vote on your behalf. If you wish to appoint a proxy to attend the Court Meeting, please complete the Proxy Form and submit it to the proposed ATH Scheme Chairman in accordance with the instructions printed thereon.
- 2.13. The Proxy Form should be lodged in accordance with the instructions thereon by Thursday, 17 December 2020 at 5.00pm (Singapore time). If you do not do so, your proxy shall not be entitled to vote at the Court Meeting unless so admitted to vote at the discretion of the ATH Scheme Chairman..
- 2.14. Returning the duly completed Proxy Form will not prevent you from attending and voting in person should you wish to do so. In the event that you attend and vote in person, the Proxy Form shall become null and void.
- 2.15. The Proxy Forms are enclosed at Appendixes B and C of the ATH Scheme.
- 2.16. Completed Proofs of Debt and Proxy Forms are to be submitted to the office of the ATH Scheme Chairman of the ATH Court Meeting at 8 Shenton Way #32-03 AXA Tower Singapore 068811 Attn: Ellyn Tan or via Email: Asiatravel@fticonsulting.com in accordance with the instructions printed thereon.
- 2.17. Please note that for the purposes of voting at the ATH Court Meeting, your claim as set out in your Proof of Debt will be adjudicated by the ATH Scheme Chairman of the ATH Court Meeting at her sole discretion to determine the value of your claim to be admitted for voting at the said ATH Court Meeting.
- 2.18. An indicative timeline with the important milestones from the filing of a Proof of Debt up to the ATH Court Meeting can be found at the start of this Explanatory Statement.

3. BACKGROUND INFORMATION AND EVENTS LEADING TO THE SCHEME

Background and Key Milestones

- 3.1. **Background:** ATH (together with its subsidiaries, the “**Group**”) was Asia’s leading online travel company that offers a global inventory of over 8 million travel products through its multichannel distribution platforms, including ATH’s proprietary software platform (“**Platform**”).
- 3.2. Its online booking services feature all-inclusive packages which strongly appeal to travellers seeking convenience, instant confirmation and extra savings. Its ability to provide a full suite of travel products established its distinctive position in the online travel market. ATH was listed on the then SESDAQ, presently Catalist. In recent years, however, the Group’s financial performance has been impacted, inter alia, by increased competition as more players entered the online travel market, with similar offerings as that offered by the Group, adversely affecting its ability to secure its inventory of travel products as well as customer demand for its products.
- 3.3. **Voluntary Suspension:** On 6 July 2018, ATH announced that its auditors, Messrs Ernst & Young LLP (“**Auditors**”) had issued a disclaimer of opinion in respect of ATH’s financial period of 1 October 2016 to 31 December 2017. On the same day, ATH also requested for a trading suspension, citing concerns and queries raised from the Group’s creditors, suppliers and stakeholders on its financial position, pending legal actions, and also the need to reach out to a wider group of stakeholders (including its creditors) to discuss repayment terms and other available options. The Auditors indicated as follows in relation to the Group:
- “The Group incurred a net loss of \$34.55 million for the financial period ended 31 December 2017. As at that date, the Group’s and Company’s current liabilities exceeded their current assets by \$10.99 million and \$0.44 million respectively. These conditions indicate the existence of a material uncertainty which may cast significant doubt on the ability of the Group and the Company to continue as going concern.”*
- 3.4. **Scheme and Moratorium:** On 10 August 2018, ATH announced that it had initiated applications on 7 August 2018 in the High Court of Singapore (“**Court**”) under the Companies Act (Cap 50) of Singapore (the “**Act**”) for a moratorium against enforcement actions and legal proceedings by its creditors, with the intent of subsequently proposing a scheme of arrangement (“**Scheme**”) to reorganise the liabilities of ATH and its subsidiary AT Reservation Network Pte. Ltd. (“**ATRN**”).
- 3.5. On 19 September 2018, the said applications were granted by the Honourable Justice Kannan Ramesh and a moratorium was put in place up till 30 November 2018 and subsequently extended on various occasions up until the convening of the ATH Court Meeting and the subsequent disposal of the Court of an application for sanction of the proposed Scheme.

- 3.6. On 29 September 2020, ATH made an application to the Court by way of OS964 of 2020, inter alia, for leave to convene a meeting of its creditors. OS964 of 2020 was heard on 26 October 2020 whereby the Honourable Justice Kannan Ramesh granted leave to ATH to convene the ATH Court Meeting.
- 3.7. **Cessation of Travel Agent Licence:** On 10 October 2018, ATH announced that its travel agent licence would be suspended by the Singapore Tourism Board with effect on 20 October 2018. ATH had since then relinquished the said licence, but should be able to re-apply for such licence once restructured with a recapitalised balance sheet and financials, including a minimum issued and paid up capital and net value of not less than S\$100,000.
- 3.8. **Default judgement against Zhonghong:** On 3 October 2019, ATH announced that it had obtained default judgement in the amount of S\$7,350,000 and costs against Zhonghong Holding Co., Ltd (“**Zhonghong**”) (the “**Default Judgment**”) (one of ATH’s controlling shareholders with deemed shareholdings of above 25%).
- 3.9. **Earlier Investor Funding:** ATH had previously entered into a Super Priority Financing Agreement (“**SPFA**”) with UGP Limited (“**Earlier Investor**”) pursuant to which the Earlier Investor had agreed, inter alia, to provide a loan of up to S\$450,000 as working capital for the day-to-day operating expenses and continued operations of ATH and ATRN (“**Earlier Loan**”).
- 3.10. Save for certain amounts drawn down on between July to December 2019, ATH has not been able to draw down further pursuant to the SPFA on the funds committed by the Earlier Investor. As things transpired, this led ATH entering into the CFA with the New Investor as further described below.
- 3.11. **New Investor Funding:** Subsequently, ATH has piqued the interest of a strategic investor which has remained committed to inject fresh capital in ATH. To this end on 23 July 2020, ATH announced that it had entered into a Convertible Facility Agreement (“**CFA**”) with Sky Smart Venture Limited (“**Sky Smart**” or “**New Investor**”) to obtain a S\$1.6 million loan from the New Investor (“**Convertible Loan**”). With the Convertible Loan, ATH would be able to obtain immediate and urgent funding for ATH’s day-to-day operations, and also allow ATH to engage with the New Investor to arrive at a restructuring plan for ATH (including with a view to the resumption of trading).
- 3.12. Under the terms of the CFA, it is contemplated that an application to the Court for security to be granted in favour of the New Investor over the Platform, as security for the Convertible Loan, and as part of an application under section 211E of the Act which seeks to confer super priority for rescue financing.
- 3.13. Other salient terms of the Convertible Loan are set out in the announcement made by ATH on 23 July 2020.

3.14. **Settlement of Earlier Loan:** ATH, together with the New Investor, is in the process of negotiating an amicable termination of the SPFA with the Earlier Investor, in relation to the amounts that had already been disbursed to ATH pursuant to the SPFA. The settlement terms have already been finalised and it is envisaged that the Earlier Investor will be excluded from the proposed Scheme as a creditor.

Present Situation of the Group

3.15. Following the relinquishment of ATH's travel agent licence, the Group has presently suspended all business activities to focus on efforts for restructuring and/or rehabilitating the Group.

3.16. The latest audited financial statements of ATH and the Group is in respect of the financial year ended 31 December 2017 (“**FY2017**”) and ATH intends to release its audited financial statements for FY2018 and FY2019 once the audit is completed which is expected on or about November 2020.

3.17. As at end September 2020, based on the unaudited management accounts of ATH:

- a. ATH's total liabilities (both current and long-term) is approximately S\$7.7 million, which excludes the amount claimed by the Earlier Investor but includes lending from the New Investor pursuant to the Convertible Loan of an amount of approximately S\$76,927.36 respectively as at the Ascertainment Date; and
- b. ATH's total assets is approximately S\$2.5 million, comprising mainly the IT asset while the Default Judgement of S\$7.35 million is listed in the note to the accounts.

3.18. The figures above are being verified by the auditors of ATH, and remain subject to adjustments or changes.

3.19. ATH's subsidiaries, including ATRN, are loss-making and in a net liabilities position, and ATH intends to liquidate these subsidiaries, or dispose these subsidiaries at a nominal consideration.

3.20. ATRN is a wholly-owned subsidiary of the Company which used to be the Company's main reservation office that handled the bulk of the bookings. However, as the ownership of the Platform resides with ATH, ATRN's liquidation or winding up should not adversely affect or impact the Company's proposal to resume its business.

3.21. ATH's current directors are Boh Tuang Poh, Guok Chin Huat Samuel, Liu Zuming and Tay Kah Chye.

4. RATIONALE AND OBJECTIVES OF THE ATH SCHEME

- 4.1. The ATH Scheme is an integral part of ATH's reorganization and is crucial to its survival as a going concern. This allows ATH to retain its listing status, subject to its proposal for resumption of trading being approved by the SGX-ST.
- 4.2. Based on ATH's current financial circumstances, in a liquidation scenario, the estimated recovery value for ATH Scheme Creditors is zero. The proposed ATH Scheme is a better alternative to placing ATH into liquidation, whereas the liquidation of ATH will provide zero return to the ATH Scheme Creditors. The calculations on the return to unsecured creditors in a liquidation scenario is enclosed at Appendix F of the Scheme.
- 4.3. ATH Scheme Creditors are to take note that the implementation of the ATH Scheme is contingent upon, *inter alia*, the fulfilment of the conditions precedent set out at Clause 6 of the Scheme and reproduced herein below.

5. SALIENT TERMS OF THE ATH SCHEME

- 5.1. The ATH Scheme is proposed to all ATH Creditors other than creditors with an Excluded Claim.

Selected Definitions

- 5.2. An "**ATH Scheme Creditor**" is defined as a Creditor who has delivered a Proof of Debt to the ATH Scheme Manager on or before the Proof of Debt Final Cut-Off Date and who is entitled to any distribution under the ATH Scheme as determined in accordance with Clause 3 of the Scheme.
- 5.3. An "**ATH Claim**" is defined as any known or unknown claim, charge, promise, cause of action, or similar right which any person may have against ATH (which is not an Excluded Claim), arising out of any transaction, act or omission of ATH or of any person occurring on or before the Ascertainment Date, whether the claim be actual, present, future or contingent or whether liquidated or sounding only in damages, and whether in contract or tort or howsoever arising. Normal or prevailing interest accrues up until the Ascertainment Date and default interest accrues up until 7 August 2018.
- 5.4. "**Ascertainment Date**" is defined as 29 September 2020.
- 5.5. An "**ATH Excluded Creditor**" refers to the following:
 - a. Current employees of ATH whose debt arises out of or in connection with their employment with ATH and are incurred after the Ascertainment Date;
 - b. FTI Consulting (Singapore) Pte Ltd;
 - c. Altum Law Corporation;
 - d. LVM Law Chambers LLC;
 - e. The Investor;

- f. UGP Ltd;
- g. Singapore Exchange Limited; and
- h. Central Provident Fund.

- 5.6. The “**ATH Approved Debt**” refers to the portion of an ATH Claim that is admitted (partially or fully) by the ATH Scheme Manager for the purpose of receiving entitlement under the ATH Scheme.
- 5.7. The “**Conditions Precedent Satisfaction Date**” refer to the date where all conditions precedent set out in Clause 6 of the ATH Scheme have been satisfied.
- 5.8. The “**Scheme Shares**” refers to new ordinary shares in the capital of ATH offered to the ATH Scheme Creditors. The Scheme Shares are issued at 5 cents to a dollar of ATH Approved Debt at an issue price of 3 cents per Scheme Share.

Class

- 5.9. There is only one class of ATH Scheme Creditors for the purposes of the ATH Scheme.

Scheme Entitlement

- 5.10. No ATH Scheme Creditor shall be entitled to any benefits under the ATH Scheme in respect of any ATH Claim unless that ATH Claim is an ATH Approved Debt. Any ATH Claim which is not an ATH Approved Debt shall not be repaid under the ATH Scheme and shall be forever and irrevocably and unconditionally released, waived and extinguished as against ATH.
- 5.11. The ATH Approved Debt shall be settled in the following manner:
- 5.11.1. 95% of the ATH Approved Debt shall be irrevocably waived, released, discharged and extinguished;
 - 5.11.2. 5% of the ATH Approved Debt (the “**ATH Compromised Debt**”) shall be settled by payment in Scheme Shares to be issued at an issue price of 3 cents per Scheme Share.
- 5.12. Upon the settlement of the ATH Compromised Debt, all sums owed to the ATH Scheme Creditors under the ATH Approved Debt shall be irrevocably waived, released, discharged and extinguished.
- 5.13. ATH shall, within 40 Business Days from the Conditions Precedent Satisfaction Date, allot and issue such number of Scheme Shares to each ATH Scheme Creditor as directed by the ATH Scheme Manager.

- 5.14. Each ATH Scheme Creditor shall be entitled to be allotted and issued thirty-three Scheme Shares for every S\$1 of the ATH Compromised Debt (rounded down to the nearest whole share) based on the Scheme Share Conversion Price.
- 5.15. The ATH Scheme Manager shall:
- 5.15.1. no later than 20 Business Days after the Conditions Precedent Satisfaction Date, direct ATH as to the number of Scheme Shares to which each ATH Scheme Creditor is entitled;
 - 5.15.2. no later than 30 Business Days after the Conditions Precedent Satisfaction Date, direct ATH to allot and issue such number of Scheme Shares to such ATH Scheme Creditor.
- 5.16. The Scheme Shares allotted and issued pursuant to this Clause 5 shall rank pari passu in all respects with the other ordinary shares in the capital of ATH.
- 5.17. If the holding of Scheme Shares by any ATH Scheme Creditor may result in a contravention of any laws of Singapore, or if any ATH Scheme Creditor does not wish to have its account with the CDP credited with Scheme Shares, such ATH Scheme Creditor shall be entitled to nominate another party into whose account with the CDP the Scheme Shares shall be credited instead, provided that such nomination shall be made in writing in accordance with Appendix D and served on ATH no later than 20 Business Days after the Conditions Precedent Satisfaction Date, and the credit of the Scheme Shares to such nominated party's account shall have the same effect of fully satisfying and completely discharging that portion of such ATH Scheme Creditor's rights to those Scheme Shares.
- 5.18. Any and all fees, expenses and charges incurred in connection with the issuance and allotment of the Scheme Shares shall be borne by the ATH Scheme Creditors. ATH may deduct from any sum payable to such person the amount of such fees, expenses and charges.
- 5.19. For the avoidance of doubt, there shall be no moratorium on the Scheme Shares.

Moratorium

- 5.20. During the ATH Scheme Period, no Creditor (regardless of whether it is an ATH Scheme Creditor and regardless of whether it has filed a Proof of Debt under the ATH Scheme) shall, whether directly or indirectly, take any steps to initiate, commence, procure, or continue any legal or other proceedings against ATH or any of its assets and properties in respect of the indebtedness of ATH in any jurisdiction including, but not limited to, Court action (including winding up proceedings, judicial management and any analogous proceedings in any other jurisdiction), arbitration, the appointment of a receiver or receiver and manager, and/or the enforcement of any judgment or court order or arbitral award.
- 5.21. Upon the Completion Date, all ATH Claims shall be waived by the ATH Scheme

Creditors and shall be deemed to be forever extinguished.

- 5.22. For the avoidance of doubt, if an ATH Claim is not submitted before the Proof of Debt Final Cut-Off Date shall also deemed to be waived and forever extinguished and shall have no entitlement under the ATH Scheme whatsoever.

Interest

- 5.23. Normal or prevailing interest accrues up until the Ascertainment Date and default interest accrues up until 7 August 2018. For the avoidance of any doubt, any interest on any ATH Claim that accrues after the Ascertainment Date shall be forever waived, released, discharged and extinguished.

Discharge and Extinguishment of Claims

- 5.24. Upon the Completion Date, all ATH Claims shall be waived by the Creditors and shall be deemed to be forever extinguished.

ATH Scheme Manager

- 5.25. It is proposed that Ms Ellyn Tan Huixian or, failing her, Mr Yit Chee Wah, of FTI be appointed as the ATH Scheme Manager to assume the administration and implementation of the ATH Scheme.
- 5.26. The duties, powers, roles and responsibilities of the ATH Scheme Manager are set out in Clause 7 of the ATH Scheme.

Conditions Precedent

- 5.27. The following are conditions precedent to the entry into force of the ATH Scheme:
- 5.27.1. Approval of the ATH Scheme by a majority in number representing three-fourths in value of each class of ATH Scheme Creditors present and voting either in person or by proxy at the ATH Court Meeting, such approval not having been revoked;
 - 5.27.2. The sanctioning of the ATH Scheme by the Court pursuant to Section 210(3AB)(c) of the Act and a copy of the Court Order sanctioning the ATH Scheme being lodged with ACRA pursuant to Section 210(5) of the Act;
 - 5.27.3. As at the Commencement Date, there being no resolution passed or order made for the winding up of ATH, no receiver, trustee, judicial manager or similar officer is appointed over ATH, its assets or any of them being appointed and no encumbrancer taking possession of its assets;
 - 5.27.4. Approval of the SGX-ST (i.) of ATH's Resumption of Trading proposal and for

the lifting of suspension from trading of the Shares on Catalist, (ii.) for the listing and quotation of the Scheme Shares and Investment Shares on Catalist;

- 5.27.5. ATH obtaining Shareholders' approval for the issuance and allotment of the Scheme Shares to the ATH Scheme Creditors pursuant to the terms of the Scheme;
- 5.27.6. ATH obtaining Shareholders' approval for the issuance and allotment of the Investment Shares pursuant to the exercise of the Conversion Right and/or the Subscription Right;
- 5.27.7. The Securities Industry Council granting the Investor (and the Co-Investors as the case may be) a whitewash waiver (“**Whitewash Waiver Application**”) in respect of the obligation of the Investor and the Co-Investors to make a mandatory general offer under Rule 14 of the Singapore Code on Take-overs and Mergers pursuant to the issuance and allotment of the Investment Shares; and
- 5.27.8. Independent Shareholders passing the resolution in respect of the Whitewash Waiver Application at an extraordinary general meeting of ATH.

Termination of the ATH Scheme

- 5.28. The ATH Scheme shall terminate immediately and absolutely upon the occurrence of any of the events set out in Clause 11 of the ATH Scheme. Unless expressly stated otherwise in the ATH Scheme, in the event of any breach or non-compliance of any terms of the ATH Scheme, ATH or the ATH Scheme Creditor(s) shall rectify such breach or non-compliance within 30 Business Days from the date of such breach or non-compliance. No breach of the ATH Scheme shall be regarded as having occurred if rectified within such time period.

6. APPROVAL AND SANCTION OF THE ATH SCHEME

The Court Meeting

- 6.1. The ATH Scheme is to be effected pursuant to Section 210 of the Act. By an order of Court dated 26 October 2020, the ATH Court Meeting was directed to be convened for the purpose of the approving the ATH Scheme. Before the ATH Scheme can be sanctioned by the Court, it must first be approved by a majority in number and representing three-fourths in value of the claims of the ATH Scheme Creditors who attend the Court Meeting (whether in person or by proxy).
- 6.2. There will be one class of ATH Scheme Creditors for the purposes of voting at the Court Meeting.
- 6.3. Notice of the Court Meeting is annexed hereto at Appendix E of the ATH Scheme. ATH Scheme Creditors are requested to take note of the date and time of the Court Meeting on Monday, 21 December 2020, at 2.30 pm (Singapore time) at 66 Seletar Aerospace

View S797509, Level 1 Spitfire Room.

Proof of Debt and Proxy Form

- 6.4. ATH Scheme Creditors who wish to vote at the ATH Court Meeting and participate in the ATH Scheme must submit a Proof of Debt in respect of their Claims to the ATH Scheme Chairman at the Specified Address by the Proof of Debt Cut-Off Date, that is, no later than Monday, 16 November 2020 at 5.00pm (Singapore time).
- 6.4.1. Any ATH Creditor who fails to submit a Proof of Debt on or before the Proof of Debt Cut-Off Date shall not be entitled to vote at the ATH Court Meeting, unless so admitted at the discretion of the ATH Scheme Chairman.
- 6.4.2. ATH Scheme Creditors who wish to vote but who are unable to attend the ATH Court Meeting in person may appoint a proxy or the ATH Scheme Chairman to attend and vote at the ATH Court Meeting on their behalf. Proxy forms must be completed, signed and returned in accordance with the instructions printed thereon. If an ATH Scheme Creditor fails to lodge a Proxy Form at the office of the ATH Scheme Chairman at the Specified Address before Thursday, 17 December 2020 at 5.00pm (Singapore), the proxy of such ATH Scheme Creditor shall not be entitled to vote at the Court Meeting unless so admitted to vote at the discretion of the Chairman.
- 6.4.3. The completion and return of a Proxy Form by an ATH Scheme Creditor does not preclude him from attending and voting at the ATH Court Meeting in person should he subsequently decide to do so. In such an event, the relevant proxy forms shall be deemed to be revoked.

Adjudication of Proof of Debt for Voting Purposes

- 6.5. For the purposes of voting at the ATH Court Meeting, the ATH Scheme Chairman shall adjudicate each ATH Claim set out in each Proof of Debt, in consultation with ATH and in accordance with Section 211F of the Companies Act and the Companies (Proofs of Debt in Schemes of Arrangement) Regulations 2017, which shall be deemed to be incorporated by reference herein, and which shall prevail in the event of any inconsistency with any other term of this Scheme. The ATH Scheme Chairman shall be entitled to have regard to all relevant information whether supplied by the ATH Scheme Creditor or otherwise made available to him. Any part of the ATH Claim that is admitted shall be the ATH Scheme Creditor's ATH Approved Debt for the purpose of voting at the ATH Court Meeting.
- 6.6. At least 28 calendar days before the ATH Court Meeting or by a date determined by the Court, all ATH Scheme Creditors who have filed Proofs of Debt by the Proof of Debt Cut-Off Date will be notified of:
- (a) their ATH Approved Debts for the purpose of voting at the Court Meeting; and

(b) the results of the adjudication of all Proofs of Debt for the purpose of voting at the ATH Court Meeting.

- 6.7. For the purposes of the ATH Scheme Chairman's adjudication of any Proofs of Debt, any amounts or values not denominated in S\$ shall be converted into S\$ at Singapore Dollars at the Currency Conversion Rate.

Appointment of Independent Assessors

- 6.8. An Independent Assessor may be appointed in the event either ATH and/or the ATH Scheme Creditor does not agree with the ATH Scheme Chairman's adjudication of any Proofs of Debt.
- 6.9. After the appointment of the Independent Assessor, the ATH Scheme Chairman is to, as soon as practicable, provide the relevant Proof of Debt to the Independent Assessor.
- 6.10. After the Independent Assessor has been provided with the Proof of Debt, he must, not later than 7 calendar days, make a decision on the dispute and send a written notice of the decision along with the reasons for his decision to the ATH Scheme Chairman, ATH, the Opposing Party and any ATH Scheme Creditor who is a party to the dispute.
- 6.11. The costs of any Independent Assessor shall in any event be borne by the Opposing Party.
- 6.12. Where the ATH Scheme Manager, ATH, the Opposing Party and any ATH Scheme Creditor disagrees with any determination or decision by any Independent Assessor appointed under Clause 3.10, the ATH Scheme Chairman, ATH, the Opposing Party and/or the ATH Scheme Creditor (as the case may be) shall file a notice of disagreement in accordance with Section 211F(10) of the Act at least 7 calendar days before the Court Hearing under section 210(4) of the Act. For the avoidance of doubt, neither ATH nor the ATH Scheme Chairman shall be liable in any event for any such costs, fees and expenses incurred by such ATH Scheme Creditor in relation to or arising from such ATH Scheme Creditor's submission of an application to the Court.
- 6.13. For the avoidance of doubt, the ATH Scheme Chairman will not be required to delay or postpone the implementation of this Scheme, or the taking of any necessary steps thereunder (including the holding of the ATH Court Meeting), by the fact that there is pending an application to an Independent Assessor or to the Court in respect of any decision of the ATH Scheme Chairman or an Independent Assessor.

Adjudication of Proofs of Debt for the Purpose of Determining Entitlement

- 6.14. For the purpose of the issuance and allotment of the Scheme Shares, the ATH Scheme Manager shall adjudicate each ATH Claim set out in each Proof of Debt. Any part of the ATH Claim that is admitted shall be the ATH Approved Debt for the purpose of the issuance and allotment of the Scheme Shares. The ATH Scheme Manager may

adjudicate any Proof of Debt de novo, or review and revise any past adjudication of any Proof of Debt, at his absolute discretion, save only where a Proof of Debt has been adjudicated by an Independent Assessor pursuant to Clause 3.10 and Sections 211F(9) and 211F(10) of the Act. If a Proof of Debt has been adjudicated by an Independent Assessor, the result of that adjudication shall stand as that ATH Scheme Creditor's ATH Approved Debt for the purpose of the issuance and allotment of the Scheme Shares.

- 6.15. The ATH Scheme Manager shall give written notice to each ATH Scheme Creditor of the results of their adjudication and of the ATH Scheme Creditor's ATH Approved Debt ("**ATH Adjudication Results for Entitlement**"), within 10 Business Days of the Commencement Date of this Scheme, or such other period as the ATH Scheme Manager may reasonably determine at their discretion.
- 6.16. For the avoidance of doubt, the admission by ATH or the ATH Scheme Chairman of any ATH Claim for the purpose of voting at the ATH Court Meeting, or meeting convened by ATH other than pursuant to the terms of this Scheme, shall not constitute an admission by the ATH Scheme Manager or ATH of such claim, amount or value for the purpose of determining the ATH Approved Debts of such ATH Scheme Creditor for the purpose of the issuance and allotment of the Scheme Shares.
- 6.17. For the purposes of the ATH Scheme Manager's adjudication of any Proofs of Debt, any amounts or values not denominated in S\$ shall be converted into S\$ at Singapore Dollars at the Currency Conversion Rate.

Approval by the Court

- 6.18. Provided that the ATH Scheme is approved by the ATH Creditors at the ATH Court Meeting, the ATH Scheme Creditors are also entitled to attend the hearings of the Company's application to the Court to approve the ATH Scheme.
- 6.19. The ATH Scheme Creditors will be informed of the hearing of the application to the Court to approve the ATH Scheme and will be provided with the relevant court papers upon request.
- 6.20. ATH may consent to any modification of or addition to the ATH Scheme of any condition which the Court may think fit to approve or impose.
- 6.21. When the ATH Scheme becomes effective and binding on the Commencement Date, it will be binding on all the Creditors (including Creditors who fail to submit a Proof of Debt on or before the Proof of Debt Final Cut-Off Date in accordance with the terms of the ATH Scheme) whether or not an ATH Creditor or its proxy was present to vote in favour or against, or abstained from the vote to approve the ATH Scheme at the ATH Court Meeting.

7. SHAREHOLDING EFFECT UPON COMPLETION

- 7.1. Pursuant to the CFA, the New Investor has the right to convert the Convertible Loan into Investment Shares.
- 7.2. An illustration of the shareholding effect assuming the New Investor converts the Convertible Loan into Investment Shares and after the ATH Scheme Creditors have been allotted and issued the Scheme Shares is shown below.

Shareholders	Shareholding percentage before Resumption Proposal	Shareholding percentage after completion of Scheme (with full exercise of Conversion Right by New investor but prior to exercise of Subscription Right by New Investor)
Existing Shareholders	100%	22%
Scheme Creditors	-	1%
New Investor and Co-Investors if applicable	-	77%
Total	100%	100%

8. DIRECTORS AND THE EFFECTS OF THE SCHEME ON THEIR INTERESTS

- 8.1. To meet the requirement in section 211 of the Act that the Scheme states any material interests of the ATH directors (whether as directors or as members or as creditors of ATH or otherwise) and the effect on those interests of the Scheme, in so far as it is different from the effect on the like interests of other persons, ATH wishes to state that:
- 8.1.1. the ATH directors are also ATH Scheme Creditors;
- 8.1.2. the following ATH directors, namely Mr Boh Tuang Poh and Mr Tay Kah Chye, are also Shareholders of ATH. Mr Tay owns 177,000 ordinary shares and Mr Boh owns 15,595,426 ordinary shares;
- 8.1.3. the effect of the Scheme on the interests of ATH's directors will not be different from the effect of the ATH Scheme on the like interests of other persons.

9. RISK FACTORS

- 9.1. In considering whether to vote in favour of the ATH Scheme, each ATH Scheme Creditor should carefully consider all the information contained in this document in particular the summary of risk factors described below. This summary of risk factors is not

exhaustive and the ATH Scheme Creditors should also consider all other risks relevant in the circumstances.

- 9.2. Even if the requisite level of support is obtained from the ATH Scheme Creditors at the ATH Court Meeting (which cannot be assured), approval of the ATH Scheme is at the discretion of the Court. Whilst ATH believes that the requisite statutory formalities have been complied with, the Court could determine that the ATH Scheme Document is inadequate, that the solicitation of votes was improper due to the inadequacy of disclosure or for other reasons, and/or could determine that the ATH Scheme fails to meet various other requirements, and require amendments or modifications which might not be acceptable to ATH or the ATH Scheme Creditors or may not be accomplished in a timely manner. The Court could also differ from the selection and/or classification of creditors of ATH as the ATH Scheme Creditors.
- 9.3. Further, appeals or requests for other reviews in respect of the ATH Scheme and appeals against the Court Order sanctioning the ATH Scheme could delay the effectiveness of the ATH Scheme. The success of the ATH Scheme is also premised on the conditions precedent referenced in Clause 6 of the ATH Scheme herein being met.

10. CONCLUSION AND RECOMMENDATION

- 10.1. The directors of ATH believe that the proposed ATH Scheme, if approved and implemented, will result in a better realisation for ATH Scheme Creditors compared to the liquidation of ATH. The ATH Scheme seeks to resolve the outstanding liabilities of ATH in a manner that would be beneficial to ATH and the ATH Scheme Creditors.
- 10.2. It is envisaged that the successful implementation of the ATH Scheme would allow ATH Scheme Creditors to obtain a stake in ATH by way of a debt-to-equity conversion and benefit from a potential upside in the value of ATH's shares while it recovers from its current financial situation.
- 10.3. Accordingly, the directors of ATH recommend that the ATH Scheme Creditors vote in favour of the ATH Scheme at the ATH Court Meeting.

Dated this 9th day of November 2020

Yours faithfully,
By Order of the Board
AsiaTravel.com Holdings Ltd

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OS 964/2020

In the Matter of Section 210(1) of the Companies Act
(Cap. 50)

And

In the Matter of ASIATRavel.COM HOLDINGS LTD
(Singapore UEN No. 199907534E)

ASIATRavel.COM HOLDINGS LTD
(Singapore UEN No. 199907534E)

...Applicant

SCHEME OF ARRANGEMENT

(Under Section 210 of the Companies Act (Cap. 50))

Between

ASIATRavel.COM HOLDINGS LTD

(Singapore UEN No. 199907534E)

And

ATH SCHEME CREDITORS

(as defined herein)

Dated this 9th day of November 2020

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APPENDIX A: PROOF OF DEBT

APPENDIX B: GENERAL PROXY FORM

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APPENDIX E: NOTICE OF SCHEME MEETING

APPENDIX F: LIQUIDATION SCENARIO

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Scheme, except where the context or subject matter otherwise indicates or requires, words shall have the same meaning attributed to them by the Companies Act.
- 1.2. Words denoting the singular number only shall, where applicable, include the plural number and vice versa, and words denoting persons only shall, where applicable, include firms and corporations.
- 1.3. Words importing any gender shall, where applicable, include the other gender and references to any person shall, where applicable, include that person's successor and permitted assigns.
- 1.4. Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as may from time to time be modified or re-enacted whether before or after the date of this Scheme.
- 1.5. Any reference in this Scheme to a time of day shall be a reference to Singapore time, unless otherwise stated.
- 1.6. The following words and phrases in this Scheme (as defined below) shall have the meanings set out opposite them:

DEFINITIONS / INTERPRETATION

ACRA	: Accounting and Corporate Regulatory Authority of Singapore
Act	: The Companies Act, Chapter 50 of Singapore
ATH	: AsiaTravel.com Holdings Ltd
ATH Adjudication Results for Entitlement	: Shall have the meaning ascribed to it in Clause 3.15 herein
ATH Approved Debt	: The portion of an ATH Claim that is admitted (partially or fully) by the ATH Scheme Manager.
ATH Claim	: This means any known or unknown claim, charge, promise, cause of action, or similar right which any person may have against ATH (which is not an Excluded Claim), arising out of any transaction, act or omission of ATH or of any person occurring on or before the Ascertainment Date, whether the claim be actual, present, future or contingent or whether liquidated or sounding only in damages, and whether in contract or tort or howsoever arising.

Normal or prevailing interest accrues up until the Ascertainment Date and default interest accrues up until 7 August 2018.

- ATH Compromised Debt** : Shall have the meaning ascribed to it in Clause 5.2.2 herein
- ATH Excluded Creditor** : An ATH Excluded Creditor refers to the following:
1. Current employees of ATH whose debt arises out of or in connection with their employment with ATH and are incurred after the Ascertainment Date;
 2. FTI Consulting (Singapore) Pte Ltd;
 3. Altum Law Corporation;
 4. LVM Law Chambers LLC;
 5. The Investor;
 6. UGP Ltd;
 7. Singapore Exchange Limited; and
 8. Central Provident Fund
- ATH Scheme** : The Scheme of Arrangement proposed herein by ATH under the aegis of Section 210 of the Act, subject to any modifications or conditions approved or imposed by the ATH Scheme Creditors or the Court
- ATH Scheme Chairman** : Ms Ellyn Tan Huixian (NRIC No. S8217211D) or, failing her, Mr Yit Chee Wah (NRIC No. S7033535B), care of FTI Consulting (Singapore) Pte Ltd (“FTI”) of 8 Shenton Way, #32-03 AXA Tower, Singapore 068811, who has been appointed by the Court to act as Chairman of the Scheme Meeting within the meaning of Section 211F of the Act
- ATH Scheme Creditor** : This means a Creditor who has delivered a Proof of Debt to the Scheme Manager on or before the Proof of Debt Final Cut-Off Date and who is entitled to any distribution under the ATH Scheme as determined in accordance with Clause 3.
- ATH Scheme Manager** : Ms Ellyn Tan Huixian (NRIC No. S8217211D) or, failing her, Mr Yit Chee Wah (NRIC No. S7033535B), care of FTI Consulting (Singapore) Pte Ltd (“FTI”) of 8 Shenton Way, #32-03 AXA Tower, Singapore 068811, if so approved by the Scheme Creditors.

ATH Scheme Period	: The period of time between the Commencement Date and the Termination Date of the ATH Scheme
Ascertainment Date	: 29 September 2020 in respect of all ATH Claims.
Board / Board of Directors	: The Board of directors of ATH at the latest practicable date
Business Day	: A day (other than Saturday or Sunday or public holiday) on which commercial banks are open for business in Singapore
Calendar Day	: Means every day on the calendar, including weekends and public holidays.
Catalist	: The sponsor-supervised listing platform of the SGX-ST
Catalist Rules	: The Listing Manual of the SGX-ST (Section B: Rules of Catalist) as amended, modified or supplemented from time to time
Co-Investors	: It is contemplated under the terms of the Convertible Facility Agreement that the Investor shall be entitled but not obliged to collaborate with such other interested investors, including to contribute to the amounts to be invested by the Investor and to hold such number of Investment Shares arising pursuant to any exercise of the Conversion Right and/or the Subscription Right.
Commencement Date	: The date on which the ATH Scheme takes effect as determined in accordance with section 210(5) of the Act which is the date of the lodgement of the Court Order with ACRA
Conversion Right	: Under the terms of the Convertible Facility Agreement, the outstanding amount of the Convertible Loan, comprising principal, interest and expenses agreed to be borne by the Investor can be repaid in the form of new ordinary shares in the capital of the Company to be issued and allotted, arising from the exercise of the conditional debt-to-equity conversion right of the Investor.
Convertible Facility Agreement	: The Convertible Facility Agreement entered into between ATH and the Investor whereby, inter alia, the Investor provided a Convertible Loan to ATH in the amount of S\$1.6 million.
Completion Date	: The date on which all of the Company's liabilities and obligations in respect of all ATH Approved Debts are fully discharged in accordance with the provisions of this Scheme
Conditions Precedent	: The conditions precedent set out in Clause 6

Conditions Precedent Satisfaction Date	: Refers to the date on which all the conditions precedent set out in Clause 6 are satisfied
Contingent Scheme Creditor	: This means any ATH Scheme Creditor whose ATH Approved Debt is in respect of a future or contingent ATH Claim as at the Ascertainment Date.
Court	: The High Court of the Republic of Singapore
Court Hearing	: The hearing of ATH's application for the sanction of the ATH Scheme
Court Meeting	: The meeting of ATH Scheme Creditors to be convened and held pursuant to the leave of the Court granted under ATH's application under section 210(1) of the Act, for the purposes of considering, and if thought fit, approving (with or without modification) the ATH Scheme, including any adjournment thereof
Court Order	: The order of Court sanctioning the ATH Scheme
Creditor	: Means any person who has an ATH Claim against ATH, and for the avoidance of doubt, includes any ATH Scheme Creditor and any Contingent Scheme Creditor but excludes any Excluded Creditor
Currency Conversion Rate	: The relevant currency conversion rate as published or "Rate" reported by Bloomberg L.P. (through The Bloomberg Professional Service) on the Ascertainment Date for conversion of a foreign currency into S\$ or, in the case of any non-publication or reporting error, such other relevant rate as quoted on such other replacement page as the ATH Scheme Managers shall determine
Excluded Claim	: An "Excluded Claim" refers to a claim of any ATH Excluded Creditor
Final Milestone	: The date on which the trading suspension on ATH's shares is lifted.
General Meeting	: A meeting of ATH Scheme Creditors convened after the Commencement Date pursuant to Clause 9 herein
GM ATH Scheme Creditor	: Shall bear the meaning ascribed to it at Clause 9.4 herein
Investment Shares	: Shares issued at S\$0.001 or such other price as may be notified by ATH in compliance with the requirements of SGX-ST and/or the Catalist Rules., for each Investment Share to the Investor (and Co-Investors as the case may be), pursuant to the exercise of the

Conversion Right and/or Subscription Right under the Convertible Facility Agreement.

- Investor** : Sky Smart Ventures Limited
- Notice of Court Meeting** : The notice of the Court Meeting to be sent by ATH to the ATH Scheme Creditors
- Opposing Party** : Any ATH Scheme Creditor who objects to the results of the adjudication of any Proof of Debt.
- Proof of Debt** : A proof of debt in respect of an ATH Claim
- Proof of Debt Cut-Off Date** : Refers to Monday, 16 November 2020 at 5.00pm (Singapore time)
- Proof of Debt Final Cut-Off Date** : Refers to Friday, 8 January 2021 at 5.00pm (Singapore time)
- Proxy Form** : Proxy form to be filled up by the ATH Creditor who wishes to vote but who is unable to attend the ATH Court Meeting in person appointing a proxy to attend and vote at the ATH Court Meeting on its behalf
- SGX-ST** : Singapore Exchange Securities Trading Limited
- Scheme Shares** : New ordinary shares in the capital of ATH offered to the ATH Scheme Creditors. The Scheme Shares are issued at 5 cents to a dollar of ATH Approved Debt at an issue price of 3 cents per Scheme Share.
- Shares** : Issued and paid-up ordinary shares in the capital of ATH
- Shareholder** : Registered holders of Shares, except that where the registered holder is The Central Depository (Pte) Limited, the term "**Shareholders**" shall, in relation to such Shares mean the Depositors whose Securities Accounts are credited with Shares
- Singapore Dollar / S\$** : The lawful currency of the Republic of Singapore
- Specified Address** : The address to which the Proof of Debt and Proxy Form should be sent which is:
8 Shenton Way
#32-03 AXA Tower
Singapore 068811
Attn: Ellyn Tan

OR

Email: Asiatravel@fticonsulting.com

- Subscription Right** : Under the terms of the Convertible Facility Agreement, the Investor has a separate right in addition to its Conversion Right to subscribe for further new ordinary shares in cash, for an aggregate subscription amount of S\$5.0 million at the issue price of S\$0.001 or such other price as may be notified by ATH in compliance with the requirements of SGX-ST and/or the Catalist Rules for each Investment Share,
- Termination Date** : The date on which the ATH Scheme is terminated in accordance with Clause 11 herein

2. PREAMBLE

- 2.1. ATH was incorporated on 1 December 1999 in Singapore. The registered office is at 46 East Coast Road, #06-03 EastGate, Singapore 428766. It has been listed on the SGX-ST since 2001. The trading of the Shares is currently suspended.
- 2.2. ATH currently has a total of 466,400,952 Shares, with a total issued and paid-up capital of S\$75,110,723.28. As at 3 July 2018, the free float of the Shares on the sponsor-supervised listing platform of the SGX-ST (the “Catalist”) is 33%.
- 2.3. ATH’s directors are Boh Tuang Poh, Guok Chin Huat Samuel, Liu Zuming and Tay Kah Chye.
- 2.4. ATH ran an online travel platform that offered a global inventory of travel products through its multi-channel distribution platforms. It was the leading provider of such services with recorded revenue growth of 72.7% from S\$97.7m for the financial year ended 30 September 2016 to S\$168m for the financial year ended 31 December 2017.

3. ATH CLAIMS AND PROOFS OF DEBT

Submissions of Proof of Debt

- 3.1. Each Creditor shall lodge with the ATH Scheme Chairman, a Proof of Debt in accordance with the terms of the Notice of Court Meeting, setting out the amount of the ATH Claim(s) in relation thereto as at the Ascertainment Date in the form attached as Appendix A by the Proof of Debt Cut-Off Date.

- 3.2. Any Creditor who has not submitted a Proof of Debt in accordance with Clause 3.1 above and the terms of the Notice of ATH Court Meeting on or before the Proof of Debt Cut-Off Date shall not be entitled to vote at the ATH Court Meeting, unless so admitted at the discretion of the ATH Scheme Chairman.
- 3.3. If a Creditor does not lodge a Proof of Debt on or before the Proof of Debt Cut-Off Date, it may nevertheless lodge a Proof of Debt by the Proof of Debt Final Cut-Off Date in respect of its ATH Claim for the purposes of participating in the ATH Scheme. Creditors who have not submitted a Proof of Debt by the Proof of Debt Final Cut-Off Date shall not be entitled to any distribution, payments or benefits under this Scheme. Any ATH Claim of a Creditor which is not lodged by the Creditor on or before the Proof of Debt Final Cut-Off Date shall be forever waived, released, discharged and extinguished, and the Creditor shall not have any rights, interest and claims whatsoever against ATH in respect of such ATH Claim. For the avoidance of any doubt, any interest on any ATH Claim that accrues after the Ascertainment Date shall be forever waived, released, discharged and extinguished.
- 3.4. Any ATH Scheme Creditor who has submitted a Proof of Debt in accordance with Clause 3.1 above and the terms of the Notice of Court meeting on or before the Proof of Debt Cut-Off Date shall be entitled, if it so wishes, to submit an updated Proof of Debt in respect of his ATH Claim(s) to the ATH Scheme Manager before the Proof of Debt Final Cut-Off Date. Where an ATH Scheme Creditor has lodged more than one Proof of Debt, the later Proof of Debt shall be deemed to be that ATH Scheme Creditor's Proof of Debt for the purposes of the ATH Scheme. No ATH Scheme Creditor is entitled to submit an updated Proof of Debt beyond the Proof of Debt Final Cut-Off Date.
- 3.5. Where an ATH Scheme Creditor has filed more than one Proof of Debt (each Proof of Debt being filed in respect of a separate ATH Claim), the amounts under all such Proofs of Debt filed by that ATH Scheme Creditor shall be aggregated and treated as one amount for the purposes of determining that ATH Scheme Creditor's entitlement under the ATH Scheme.

Adjudication of Proofs of Debt for the Purpose of Voting

- 3.6. For the purposes of voting at the ATH Court Meeting, the ATH Scheme Chairman shall adjudicate each ATH Claim set out in each Proof of Debt, in consultation with ATH and in accordance with Section 211F of the Companies Act and the Companies (Proofs of Debt in Schemes of Arrangement) Regulations 2017, which shall be deemed to be incorporated by reference herein, and which shall prevail in the event of any inconsistency with any other term of this Scheme. The ATH Scheme Chairman shall be entitled to have regard to all relevant information whether supplied by the ATH Scheme Creditor or otherwise made available to him. Any part of the ATH Claim that is admitted shall be the ATH Scheme Creditor's ATH Approved Debt for the purpose of voting at the ATH Court Meeting.

- 3.7. At least 28 calendar days before the ATH Court Meeting or by a date determined by the Court, all ATH Scheme Creditors who have filed Proofs of Debt by the Proof of Debt Cut-Off Date will be notified of:
- (a) their ATH Approved Debts for the purpose of voting at the Court Meeting; and
 - (b) the results of the adjudication of all Proofs of Debt for the purpose of voting at the ATH Court Meeting.
- 3.8. For the purposes of the ATH Scheme Chairman's adjudication of any Proofs of Debt, any amounts or values not denominated in S\$ shall be converted into S\$ at Singapore Dollars at the Currency Conversion Rate.

Appointment of Independent Assessors

- 3.9. An Independent Assessor may be appointed in the event either tATH and/or the ATH Scheme Creditor does not agree with the ATH Scheme Chairman's adjudication of any Proofs of Debt.
- 3.10. After the appointment of the Independent Assessor, the ATH Scheme Chairman is to, as soon as practicable, provide the relevant Proof of Debt to the Independent Assessor.
- 3.11. After the Independent Assessor has been provided with the Proof of Debt, he must, not later than 7 calendar days, make a decision on the dispute and send a written notice of the decision along with the reasons for his decision to the ATH Scheme Chairman, ATH, the Opposing Party and any ATH Scheme Creditor who is a party to the dispute.
- 3.12. The costs of any Independent Assessor shall in any event be borne by the Opposing Party.
- 3.13. Where the ATH Scheme Chairman, ATH, the Opposing Party and any ATH Scheme Creditor disagrees with any determination or decision by any Independent Assessor appointed under Clause 3.10, the ATH Scheme Chairman, the Company, the Opposing Party and/or the ATH Scheme Creditor (as the case may be) shall file a notice of disagreement in accordance with Section 211F(10) of the Act at least 7 calendar days before the Court Hearing under section 210(4) of the Act. For the avoidance of doubt, neither ATH nor the ATH Scheme Chairman shall be liable in any event for any such costs, fees and expenses incurred by such ATH Scheme Creditor in relation to or arising from such ATH Scheme Creditor's submission of an application to the Court.
- 3.14. For the avoidance of doubt, the ATH Scheme Chairman will not be required to delay or postpone the implementation of this Scheme, or the taking of any necessary steps thereunder (including the holding of the ATH Court Meeting), by the fact that there is pending an application to an Independent Assessor or to the Court in respect of any decision of the ATH Scheme Chairman or an Independent Assessor.

Adjudication of Proofs of Debt for the Purpose of Determining Entitlement

- 3.15. For the purpose of the issuance and allotment of the Scheme Shares, the ATH Scheme Manager shall adjudicate each ATH Claim set out in each Proof of Debt. Any part of the ATH Claim that is admitted shall be the ATH Approved Debt for the purpose of the issuance and allotment of the Scheme Shares. The ATH Scheme Manager may adjudicate any Proof of Debt de novo, or review and revise any past adjudication of any Proof of Debt, at his absolute discretion, save only where a Proof of Debt has been adjudicated by an Independent Assessor pursuant to Clause 3.10 and Sections 211F(9) and 211F(10) of the Act. If a Proof of Debt has been adjudicated by an Independent Assessor, that result of that adjudication shall stand as that ATH Scheme Creditor's ATH Approved Debt for the purpose of the issuance and allotment of the Scheme Shares.
- 3.16. The ATH Scheme Manager shall give written notice to each ATH Scheme Creditor of the results of their adjudication and of the ATH Scheme Creditor's ATH Approved Debt ("**ATH Adjudication Results for Entitlement**"), within 10 Business Days of the Commencement Date of this Scheme, or such other period as the ATH Scheme Manager may reasonably determine at their discretion.
- 3.17. For the avoidance of doubt, the admission by ATH or the ATH Scheme Chairman of any ATH Claim for the purpose of voting at the ATH Court Meeting, or meeting convened by ATH other than pursuant to the terms of this Scheme, shall not constitute an admission by the ATH Scheme Manager or ATH of such claim, amount or value for the purpose of determining the ATH Approved Debts of such ATH Scheme Creditor for the purpose of the issuance and allotment of the Scheme Shares.
- 3.18. For the purposes of the ATH Scheme Manager's adjudication of any Proofs of Debt, any amounts or values not denominated in S\$ shall be converted into S\$ at Singapore Dollars at the Currency Conversion Rate.

Provision of requested information to the ATH Scheme Manager

- 3.19. Each ATH Scheme Creditor shall promptly provide the ATH Scheme Manager with all such information and documents requested by the ATH Scheme Manager which are relevant to its ATH Claim in its Proof of Debt, or to the adjudication of the amount of its ATH Approved Debt. In the event of any failure to provide any information or documents upon request and within reasonable time, the Scheme Manager shall be entitled to proceed to adjudicate the ATH Claim pursuant to Clause 3.6 or Clause 3.14 with regard to such information in its possession as he deems fit and without further reference to the ATH Scheme Creditor.

3.20. If a ATH Scheme Creditor does not for any reason comply with the provisions of Clause 3.18 (in whole or in part), such ATH Scheme Creditor shall be deemed to have admitted and accepted in its entirety the ATH Scheme Manager's determination as notified to such ATH Scheme Creditor in the ATH Scheme Manager's notice given to such Creditor pursuant to Clause 3.7 or Clause 3.15, and any part of its ATH Claim that is not an ATH Approved Debt shall be forever waived and extinguished at the absolute discretion of the ATH Scheme Manager.

Assessment of Contingent Claims

3.21. For the purposes of adjudicating the ATH Claim of a Contingent Scheme Creditor, the ATH Scheme Manager shall ascertain the ATH Approved Debt of that Contingent Scheme Creditor by application of a just estimate of the value of the ATH Claim as at the Ascertainment Date.

3.22. Where a Contingent Scheme Creditor has more than one ATH Claim against ATH which relates to a contingent or future debt as at the Ascertainment Date and which has been admitted by the ATH Scheme Manager, it shall be open to the ATH Scheme Manager to make different just estimates of each such admitted and contingent ATH Claim. In such event, that Contingent Scheme Creditor's ATH Approved Debt shall be the aggregate of each such admitted and contingent ATH Claim multiplied by the applicable just estimate thereto, together with the aggregate quantum of that Contingent Scheme Creditor's ATH Claim(s) which relate to all present or current debts due from ATH to that Contingent Scheme Creditor as at the Ascertainment Date as may be admitted by the ATH Scheme Manager.

3.23. If the ATH Scheme Manager is notified of any developments following the Ascertainment Date, and prior to the payment and issuance and allotment of Scheme Shares under the Scheme as set out in Clause 5, that affects the ATH Scheme Manager's assessment of the Contingent Scheme Creditor's contingent or future claim, the Scheme Manager may in his sole discretion update his assessment of the claim, and notify the Contingent Scheme Creditor of his revised assessment of the claim.

4. MORATORIUM AND EXTINGUISHMENT OF CLAIMS

4.1. During the ATH Scheme Period and subject to the terms of the ATH Scheme, no Creditor (regardless of whether it is an ATH Scheme Creditor and regardless of whether it has filed a Proof of Debt under the ATH Scheme) shall take any step, cause any step to be taken, or concur in the taking of any step, whether directly or indirectly:

4.1.1. to wind up ATH;

- 4.1.2. to place ATH under judicial management within the meaning of Part VIIIA of the Act;
 - 4.1.3. to commence or continue any proceedings against ATH with respect to any ATH Claim, including without limitation proceedings for the recovery of a debt or damages by civil action, by arbitration, by proceedings before the small claims tribunal or by any other form of dispute resolution procedure, except to the extent and for the purpose provided in the ATH Scheme;
 - 4.1.4. to enforce against ATH or its assets any injunction, judgement or order, arbitral award or any other compulsory direction arising from or referable to any ATH Claim by commencing or continuing any proceedings by way of legal or equitable execution, including without limitation proceedings which have as their purpose the sequestration, attachment, garnishment, repossession or seizure and sale of assets whether tangible or intangible;
 - 4.1.5. to take into possession or repossess any assets or goods in the possession of ATH under any hire-purchase agreement, chattels leasing agreement or retention of title agreement where such entitlement to possess/ repossess arises from or is alleged to arise from the failure, refusal, neglect or inability to satisfy any ATH Claim;
 - 4.1.6. to levy distress against ATH or its assets where such entitlement to levy distress arises from or is alleged to arise from the failure, refusal, neglect or inability to satisfy an ATH Claim; or
 - 4.1.7. to take any steps to terminate, to call an event of default on, to accelerate the scheduled payment of, to call in, reduce, freeze, close out or cease to make available all or any part of, any contracts or agreements relating to or in connection with an ATH Claim.
- 4.2. Upon the Completion Date, all ATH Claims shall be waived by the Creditors and shall be deemed to be forever extinguished.
- 4.3. For the avoidance of doubt, if an ATH Claim is not submitted before the Proof of Debt Final Cut Off Date shall also deemed to be waived and forever extinguished and shall have no entitlement under the ATH Scheme whatsoever.

5. SCHEME ENTITLEMENTS

- 5.1. No ATH Scheme Creditor shall be entitled to any benefits under the ATH Scheme in respect of any ATH Claim unless that ATH Claim is an ATH Approved Debt. Any ATH

Claim which is not an ATH Approved Debt shall not be repaid under the ATH Scheme and shall be forever and irrevocably and unconditionally released, waived and extinguished as against ATH.

- 5.2. The ATH Approved Debt shall be settled in the following manner:
 - 5.2.1. 95% of the ATH Approved Debt shall be irrevocably waived, released, discharged and extinguished;
 - 5.2.2. 5% of the ATH Approved Debt (the “**ATH Compromised Debt**”) shall be settled by payment in Scheme Shares to be issued at an issue price of 3 cents per Scheme Share.
- 5.3. Upon the settlement of the ATH Compromised Debt, all sums owed to the ATH Scheme Creditors under the ATH Approved Debt shall be irrevocably waived, released, discharged and extinguished.
- 5.4. ATH shall, within 40 Business Days from the Conditions Precedent Satisfaction Date, allot and issue such number of Scheme Shares to each ATH Scheme Creditor as directed by the ATH Scheme Manager.
- 5.5. Each ATH Scheme Creditor shall be entitled to be allotted and issued thirty-three Scheme Shares for every S\$1 of the ATH Compromised Debt (rounded down to the nearest whole share) based on the Scheme Share Conversion Price.
- 5.6. The ATH Scheme Manager shall:
 - 5.6.1. no later than 20 Business Days after the Conditions Precedent Satisfaction Date, direct ATH as to the number of Scheme Shares to which each ATH Scheme Creditor is entitled;
 - 5.6.2. no later than 30 Business Days after the Conditions Precedent Satisfaction Date, direct ATH to allot and issue such number of Scheme Shares to such ATH Scheme Creditor.
- 5.7. The Scheme Shares allotted and issued pursuant to this Clause 5 shall rank pari passu in all respects with the other ordinary shares in the capital of ATH
- 5.8. If the holding of Scheme Shares by any ATH Scheme Creditor may result in a contravention of any laws of Singapore, or if any ATH Scheme Creditor does not wish to have its account with the CDP credited with Scheme Shares, such ATH Scheme Creditor shall be entitled to nominate another party into whose account with the CDP the Scheme Shares shall be credited instead, provided that such nomination shall be made in writing in accordance with Appendix D and served on the Company no later than 20 Business Days after the Conditions Precedent Satisfaction Date, and the credit of the Scheme Shares to such nominated party's account shall have the same effect of fully

satisfying and completely discharging that portion of such ATH Scheme Creditor's rights to those Scheme Shares.

- 5.9. Any and all fees, expenses and charges incurred in connection with the issuance and allotment of the Scheme Shares shall be borne by the ATH Scheme Creditors. ATH may deduct from any sum payable to such person the amount of such fees, expenses and charges.
- 5.10. For the avoidance of doubt, there shall be no moratorium on the Scheme Shares.

6. CONDITIONS PRECEDENT

- 6.1. The following are conditions precedent to the entry into force of the ATH Scheme, and the date on which all of the following are fulfilled shall be the "**Conditions Precedent Satisfaction Date**", from which date onwards the ATH Scheme shall take effect:
 - 6.1.1. Approval of the ATH Scheme by a majority in number representing three-fourths in value of each class of ATH Scheme Creditors present and voting either in person or by proxy at the ATH Court Meeting, such approval not having been revoked;
 - 6.1.2. The sanctioning of the ATH Scheme by the Court pursuant to Section 210(3AB)(c) of the Act and a copy of the Court Order sanctioning the ATH Scheme being lodged with ACRA pursuant to Section 210(5) of the Act;
 - 6.1.3. As at the Commencement Date, there being no resolution passed or order made for the winding up of ATH, no receiver, trustee, judicial manager or similar officer is appointed over ATH, its assets or any of them being appointed and no encumbrancer taking possession of its assets;
 - 6.1.4. Approval of the SGX-ST (i.) of ATH's Resumption of Trading proposal and for the lifting of suspension from trading of the Shares on Catalist, (ii.) for the listing and quotation of the Scheme Shares and Investment Shares on Catalist;
 - 6.1.5. ATH obtaining Shareholders' approval for the issuance and allotment of the Scheme Shares to the ATH Scheme Creditors pursuant to the terms of the Scheme;
 - 6.1.6. ATH obtaining Shareholders' approval for the issuance and allotment of the Investment Shares pursuant to the exercise of the Conversion Right and/or the Subscription Right;

- 6.1.7. The Securities Industry Council granting the Investor (and the Co-Investors as the case may be) a whitewash waiver (“**Whitewash Waiver Application**”) in respect of the obligation of the Investor and the Co-Investors to make a mandatory general offer under Rule 14 of the Singapore Code on Take-overs and Mergers pursuant to the issuance and allotment of the Investment Shares; and
 - 6.1.8. Independent Shareholders passing the resolution in respect of the Whitewash Waiver Application at an extraordinary general meeting of ATH.
- 6.2. Notwithstanding anything to the contrary herein, the ATH Scheme shall not commence and shall have no effect at all if the above conditions precedent are not met.

7. ATH SCHEME MANAGER

- 7.1. Ms Ellyn Tan, or failing her, Mr Yit Chee Wah shall on and from the Commencement Date be appointed the ATH Scheme Manager with the powers and duties set out in this Clause.
- 7.2. The ATH Scheme Manager may at any time and from time to time delegate her or his powers and functions under the ATH Scheme to a natural person employed by the ATH Scheme Managers. Any natural person to whom the ATH Scheme Manager may delegate her or his powers may likewise exercise the same powers of delegation as are vested in the ATH Scheme Manager by this Clause 7.
- 7.3. The ATH Scheme Manager shall oversee ATH's compliance with the provisions of the ATH Scheme and shall have the power to do all such things as she or he may consider necessary or desirable towards that end, including and without limitation:
 - 7.3.1. the power to appoint an agent to carry out or to assist her or him in carrying out any of her or his functions;
 - 7.3.2. the power to delegate the performance of any of her or his duties and the exercise of any of her or his powers to a suitably qualified person; and
 - 7.3.3. the power to engage professional advisors including without limitation, accountants, solicitors or counsel, whether practicing within Singapore or outside Singapore.
- 7.4. In exercising her or his powers and carrying out her or his duties under the ATH Scheme, the ATH Scheme Manager shall be deemed at all times to act as agent for and on behalf of ATH. Nothing in this ATH Scheme shall at any time be construed as creating any

obligation on the part of the ATH Scheme Manager to act as agent for or on behalf of any of the ATH Scheme Creditors.

- 7.5. ATH shall at all times indemnify and keep harmless the ATH Scheme Manager and her or his delegates appointed under this Clause from and against any and all losses, damages, charges, costs and expenses of whatsoever nature which they may at any time and from time to time sustain, incur or suffer at any time in connection with the reasonable exercise of their powers in the performance of their duties under this ATH Scheme unless such losses, damages, charges, costs or expense arise out of the gross negligence, fraud or wilful default of the ATH Scheme Manager.
- 7.6. To the extent that, in the ATH Scheme Manager's reasonable opinion, there is any doubt as to whether the ATH Scheme Manager may execute, perform or do any act, matter or thing under the powers conferred upon her or him under the ATH Scheme, then that act, matter or thing may only be executed, performed or done with the ordinary resolution of the ATH Scheme Creditors at a General Meeting.
- 7.7. To the extent that, in the ATH Scheme Manager's reasonable opinion, there is any doubt as to whether the execution, performance or action by the ATH Scheme Manager under the powers conferred upon her or him gives rise to a conflict or potential conflict of interest as between ATH and the ATH Scheme Creditors, the ATH Scheme Manager shall as soon as practicable inform ATH's Board of Directors and the ATH Scheme Creditors of such conflict or potential conflict of interest and shall not be obliged to take any action until the conflict or potential conflict of interest is resolved between ATH (acting through the ATH Board of Directors) and such ATH Scheme Creditor at a General Meeting.
- 7.8. The ATH Scheme Manager may, at any time and notwithstanding any contrary resolution of the ATH Scheme Creditors passed at a General Meeting, apply to the Court for any order or direction in relation to any particular matter arising in connection with the carrying out of her or his powers or functions under the ATH Scheme or the interpretation of any specific provision of this ATH Scheme and shall do all such things as the Court may order or direct.
- 7.9. The ATH Scheme Manager may resign at any time after the Commencement Date if she or he gives at least thirty (30) days' prior written notice to ATH. The resigning ATH Scheme Manager may appoint a successor scheme manager, who shall have the capacity and experience to undertake the duties undertaken by the ATH Scheme Manager. However, the resignation of the ATH Scheme Manager shall not take effect unless and until a new scheme manager is appointed.

8. NOTICES TO ATH SCHEME CREDITORS

- 8.1. Every notice to be given under the ATH Scheme to any of the ATH Scheme Creditors shall be deemed to be duly served,
 - 8.1.1. if left at, or sent by post to, the registered address of such ATH Scheme Creditor, or
 - 8.1.2. if left at, or sent by post to the address of such ATH Scheme Creditor last known to ATH; or
 - 8.1.3. to the last known email address of such ATH Scheme Creditor.
- 8.2. Every such notice shall be deemed to have been received by the ATH Scheme Creditor within two (2) days of posting if sent to the registered address or last known address of the ATH Scheme Creditor or on the same day if sent to the email address of the ATH Scheme Creditor regardless of whether the said notice be actually received or not and regardless of whether the said notice be returned to ATH through the post unclaimed.

9. GENERAL MEETING OF ATH SCHEME CREDITORS

- 9.1. ATH may at any time after the Commencement Date convene a General Meeting of all the ATH Scheme Creditors if ATH so chooses to do so or requested to do so in writing by at least three (3) of the ATH Scheme Creditors.
- 9.2. At all such General Meetings, the ATH Scheme Creditors will be treated as one class.
- 9.3. The General Meeting shall be chaired by the ATH Scheme Manager.
- 9.4. An ATH Scheme Creditor whose entitlements have been discharged in full shall not be entitled to notice or, to attend or to vote at, any General Meeting. An ATH Scheme Creditor whose entitlements have been partially discharged, reduced and/or repaid in part (the "**GM ATH Scheme Creditors**") shall be entitled to notice of, and to attend any General Meeting, and to vote at such meetings to the extent of that part of this ATH Approved Debt which remains undischarged.
- 9.5. The following provisions apply to a General Meeting:
 - 9.5.1. ATH shall give at least fourteen (14) days' notice (excluding the date of notice and the date of the General Meeting) to the GM ATH Scheme Creditors, specifying the place, day and hour of the General Meeting and the agenda of the General Meeting;
 - 9.5.2. two (2) GM ATH Scheme Creditors who are present in person or by proxy shall form a quorum for the transaction of business at the General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present at the commencement of business;

- 9.5.3. the General Meeting shall be chaired by the ATH Scheme Manager;
- 9.5.4. if within thirty (30) minutes from the time appointed for any General Meeting, a quorum of the GM ATH Scheme Creditors is not present, that General Meeting shall be adjourned to the same day in the next week at the same time and place and if at such adjourned meeting, a quorum is not present, the GM ATH Scheme Creditor(s) present shall form a quorum and may transact any business which a General Meeting is competent to transact;
- 9.5.5. every question submitted to a General Meeting shall, except as herein specifically provided, be decided in the first instance by a show of hands, and unless a poll is directed to be taken by the Chairman of the General Meeting or demanded by at least two (2) GM ATH Scheme Creditors, a declaration by the Chairman of the General Meeting that a resolution has been carried or lost or not carried by a particular majority shall be *prima facie* evidence of that fact;
- 9.5.6. if a poll is demanded as aforesaid, it shall be taken in such manner and either at once or after interval or adjournment as the Chairman of the General Meeting shall direct, and the result of such a poll shall be deemed to be the resolution of that General Meeting at which the poll was demanded;
- 9.5.7. in the case of an equality of votes, the Chairman of the General Meeting shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as, or as the proxy of, a GM ATH Scheme Creditor;
- 9.5.8. each GM ATH Scheme Creditor shall be entitled to one vote;
- 9.5.9. a resolution of the General Meeting shall be deemed to be carried when it has been passed by a majority in number and value of the GM ATH Scheme Creditors who are present and voting either in person or by proxy at the General Meeting; and
- 9.5.10. the Chairman of the General Meeting may adjourn the General Meeting from time to time and from place to place with the consent of the GM ATH Scheme Creditors.

10. PROXIES FOR GENERAL MEETINGS

- 10.1. Every GM ATH Scheme Creditor shall be entitled to attend any General Meeting in person and every such GM ATH Scheme Creditor shall be entitled to appoint a proxy to attend any General Meeting in his place.

- 10.2. Any instrument appointing a proxy must be in writing. If given by a natural person, it must bear his signature, and if given by a corporation it must be executed by a director, officer or employee of the corporation authorised to do so or in such other manner as shall be approved by the Chairman of the General Meeting at which it is sought to be used in the Chairman's absolute discretion.
- 10.3. Every Proxy Form for a General Meeting must be in the form set out in Appendix B or Appendix C.
- 10.4. Any natural person may be appointed a proxy, whether or not he is a GM ATH Scheme Creditor.
- 10.5. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it was signed or a notarially certified copy of such power of attorney or authority shall be deposited at the office of the ATH Scheme Managers at least forty eight (48) hours before the time appointed for holding the General Meeting or adjourned General Meeting and in default, the instrument of proxy shall be of no effect unless the Chairman of the General Meeting at which it is sought to be used decides otherwise in the Chairman's absolute discretion.
- 10.6. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of execution.

11. CESSATION / TERMINATION OF ATH SCHEME

- 11.1. The ATH Scheme shall terminate by performance when the ATH Scheme Manager certifies that the terms of the ATH Scheme have been fully performed or completed.
- 11.2. The ATH Scheme shall also be terminated if the ATH Scheme Creditors resolve at a duly convened General Meeting to terminate the ATH Scheme due to any of the following events occurring:
 - 11.2.1. if ATH, or one or more of its Creditors, at any time fails to comply, breaches or defaults on any of the terms, conditions, stipulations, provisions, undertakings or obligations under the ATH Scheme;
 - 11.2.2. if ATH ceases or threatens to cease to carry on its business or any material part thereof;
 - 11.2.3. if a Court order is made for ATH to be placed under judicial management or liquidation;

- 11.2.4. if a resolution passed or a notice is issued convening a meeting for the purpose of passing any resolution for ATH to be placed under liquidation;
 - 11.2.5. if a receiver and/or manager or other similar officer is appointed over the undertakings, properties, assets or revenues of ATH;
 - 11.2.6. if ATH is declared by the Minister to be a declared company under the provisions of Part IX of the Act,
 - 11.2.7. if ATH is not able to maintain its listing status; or
 - 11.2.8. if ATH's Shares are suspended from trading other than trading halts for 3 Business Days or less for the purposes of releasing SGXNET announcements.
- 11.3. Provided that the ATH Scheme Creditors shall not rely on any of the above events of default until the expiry of thirty (30) Business Days from the date on which the event of default occurred or at the end of such period of time as agreed by way of an ordinary resolution passed by the ATH Scheme Creditors at a General Meeting and shall permit ATH to remedy such default before the expiry of the aforesaid thirty (30) day period or such period of time as agreed by way of an ordinary resolution passed by the ATH Scheme Creditors at a General Meeting. In the event ATH remedies such default within the aforesaid thirty (30) day period or at the end of such period of time as agreed by way of an ordinary resolution passed by the ATH Scheme Creditors at a General Meeting, the ATH Scheme Creditors shall have no further claims against ATH in respect of such event of default.
- 11.4. If the ATH Scheme is terminated otherwise than by performance, all ATH Scheme Creditors shall be entitled to exercise any and all rights, powers and remedies against ATH as though the ATH Scheme had not been implemented.

12. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

- 12.1. Save as specifically provided for herein, no neglect or failure on the part of any of the ATH Scheme Creditors to exercise, and no delay or forbearance on its part in enforcing any provision in or exercising any right or remedy under the ATH Scheme nor any time which may be given to ATH will operate as a waiver thereof and preclude the relevant ATH Scheme Creditor from acting strictly in accordance with the provisions of the ATH Scheme; nor will any single or partial exercise of any other right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights

and remedies provided in the ATH Scheme are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

12.2. Save as specifically provided for herein, no neglect or forbearance of any of the ATH Scheme Creditors to require and enforce payment of any moneys hereunder or the performance and observance of any undertakings, stipulations, terms and conditions herein contained and/or such other related documents, nor anytime which may be given to ATH shall in any way prejudice or affect any of the rights, powers or remedies of that ATH Scheme Creditor at any time afterwards to act strictly in accordance with the provisions hereof and/or thereof.

12.3. No such waiver of any such breach as aforesaid shall prejudice the rights of any of the ATH Scheme Creditors in respect of any other or subsequent breach of any of the undertakings, stipulations, terms or conditions aforesaid.

13. SETTLEMENT

13.1. Any settlement, assignment, payment, release, waiver or discharge between an ATH Scheme Creditor and ATH shall be conditional upon no security or payment to the ATH Scheme Creditor in respect of its ATH Claims or any part thereof being avoided or reduced by virtue of any law relating to bankruptcy, judicial management, insolvency or liquidation for the time being in force and in that event such settlement, assignment, payment, release, waiver or discharge shall be wholly void so that thereafter that ATH Scheme Creditor shall be entitled to exercise all its rights hereunder or such other related documents against ATH as if such settlement assignment, payment, release, waiver or discharge had never been granted, given or made.

14. FURTHER ASSURANCE

14.1. Each ATH Scheme Creditor shall, if so requested by ATH and/or the Scheme Manager, provide ATH and/or the Scheme Manager all such information, documents and evidence as may be necessary, or as ATH and/or the Scheme Manager may reasonably require, to give effect to this Scheme (including the Scheme Manager's determination of the ATH Approved Debt of such ATH Scheme Creditor and the entitlement of such ATH Scheme Creditor to any distribution under this Scheme and for the Scheme Manager's verification of any statement or assertion by any ATH Scheme Creditor in relation to this Scheme).

14.2. ATH shall, if so requested by the Scheme Manager, provide the Scheme Manager all such information, documents and evidence as may be necessary, or as the Scheme Manager may reasonably require, to give effect to this Scheme (including for the Scheme Manager's verification of any statement or assertion by ATH in relation to this Scheme).

14.3. Each ATH Scheme Creditor shall, if requested by ATH or the Scheme Manager, regardless of whether it has delivered a Proof of Debt under this Scheme, promptly execute and deliver to ATH or the Scheme Manager such instrument(s), document(s) or instruction(s) (including such form(s) or deed(s) of release) as may be necessary, or as ATH or the Scheme Manager may reasonably require, to give effect to this Scheme (including any surrender, cancellation, extinguishment, release or discharge of ATH from any claim, right, title or interest of such ATH Scheme Creditor).

14.4. Each ATH Scheme Creditor hereby irrevocably agrees and authorises the Scheme Manager to execute or effect on behalf of each such ATH Scheme Creditor any and all instrument(s), document(s) or instruction(s) as may be necessary, or as ATH or the Scheme Manager may reasonably require, to give effect to this Scheme. Every such instrument, document or instruction so executed by the Scheme Manager shall be effective as if it had been executed by the relevant ATH Scheme Creditor.

14.5. If any provision in this Scheme shall be, or at any time shall become, invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Scheme but this Scheme shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

15. PROPER AND GOVERNING LAW AND JURISDICTION

15.1. The proper and governing law of the ATH Scheme is the law of the Republic of Singapore.

15.2. The parties to the ATH Scheme (including the ATH Scheme Managers and the ATH Scheme Creditors), hereby irrevocably submit to the exclusive jurisdiction of the Singapore High Court in relation to any legal actions or proceedings arising out of or in connection with the ATH Scheme.

16. CONTRACT (RIGHT OF THIRD PARTIES ACT) (CAP. 53B)

16.1. Save as expressly provided in this ATH Scheme, the operation of the Contracts (Right of Third Parties) Act (Cap. 53B) is hereby expressly excluded.

APPENDIX A

PROOF OF DEBT

SCHEME OF ARRANGEMENT BETWEEN ASIATRAVEL.COM HOLDINGS LTD AND ATH SCHEME CREDITORS (AS DEFINED IN THE SCHEME OF ARRANGEMENT)

1 Particulars of Creditor Claiming Debt

Name of Creditor: _____
I/C/Passport No./Company/Business Registration No.: _____
Postal Address (<i>Please see note a</i>): _____
Contact Nos. (Tel./Pager/HP): _____ Fax No.: _____
E-mail Address: _____
Creditor's Reference No. (<i>Please see note b</i>): _____

2 Particulars of Claim

Date Debt Incurred	Details of Debt <i>(Please see notes c, d & e)</i>	Currency	Amount

Date Debt Incurred	Details of Debt (Please see notes c, d & e)	Currency	Amount
Total Amount of Debt (In Figures):			
Total Amount of Debt (In Words):			

3 Security Held (Please indicate "NIL" if no securities are being held by the creditor)

4 Particulars of Person Authorised to Complete this Proof of Debt Form

Name : _____

NRIC No./Passport No.: _____

Name of Firm/Company : _____

(eg. Solicitors/Accountants etc.)

Contact Nos. (Tel./Pager/HP): _____ Fax No. : _____

E-mail Address : _____

Your Reference No.: _____

Signature of ATH Scheme Creditor/Person Authorised to Complete this Proof of Debt Form

a. I declare that to the best of knowledge and belief, ATH owes the ATH Scheme Creditor the amount claimed in Box 2.

b. I declare that I am duly authorised by the ATH Scheme Creditor/under the seal of the ATH Scheme Creditor, to complete this proof of debt form.

Signature : _____ *Date* : _____ / _____ / 2020

Notes:

- a. Please inform the ATH Scheme Manager of any change in address.
- b. Please indicate the reference number that will be quoted in future correspondences with the ATH Scheme Manager.
- c. Examples of Debts are:
 - Goods Supplied
 - Services Rendered
 - GST
 - Other (please specify)
 - Wages and Salaries
 - Personal Loan
 - Overdraft facilities
 - Income Tax
 - Property Tax
 - CPF
- d. Please attach copies of documents substantiating the debt. **The onus is upon the ATH Scheme Creditor to prove the debt.**
- e. For ATH Claims made by an authorized person on behalf of a group of workmen and others employed by ATH, please provide a schedule reflecting the name, identification/passport no., address, debt description, period for which wages are due and the amount due, for each individual workman/employee.

APPENDIX B

GENERAL PROXY FORM

SCHEME OF ARRANGEMENT BETWEEN ASIATRavel.COM HOLDINGS LTD AND ATH SCHEME CREDITORS (AS DEFINED IN THE SCHEME OF ARRANGEMENT)

* I / We _____ (Name of Creditor)
of _____ (Address),
a Creditor of AsiaTravel.com Holdings Ltd, hereby appoint * Mr / Miss / Mrs
_____, (NRIC/FIN/Passport No)
_____ in *my / our regular employ to be * my / our **general proxy** to vote at the *
ATH Court Meeting to be held on Monday, 21 December 2020 at 2.30pm (Singapore time) at 66 Seletar Aerospace
View S797509 Level 1 Spitfire Room in the above matter and at any adjournments thereof.

Dated this _____ day of _____ 2020

(Signature and Stamp)

Name:

Position:

Signature of Witness

Name:

Address:

APPENDIX C

SPECIAL PROXY FORM

SCHEME OF ARRANGEMENT BETWEEN ASIATRavel.COM HOLDINGS LTD AND ATH SCHEME CREDITORS (AS DEFINED IN THE SCHEME OF ARRANGEMENT)

* I / We _____ (Name of Creditor)
of _____ (Address),

a Creditor of AsiaTravel.com Holdings Ltd, hereby appoint:

- (a) * Mr / Miss / Mrs _____ (NRIC/FIN/Passport No)
_____ in *my / our regular employ; or
- (b) the Chairman of the ATH Court Meeting

to be * my / our special proxy to vote * **for / against the proposed ATH Scheme** at the * ATH Court Meeting to be held on Monday, 21 December 2020 at 2.30pm (Singapore time) at 66 Seletar Aerospace View S797509 Level 1 Spitfire Room in the above matter and at any adjournments thereof.

Dated this day of 2020

(Signature and Stamp)

Name: Position:

Signature of Witness

Name: Address:

APPENDIX D

NOMINATION FORM (SCHEMESHARES)

**SCHEME OF ARRANGEMENT BETWEEN ASIATRAVEL.COM HOLDINGS LTD AND ATH
SCHEME CREDITORS (AS DEFINED IN THE SCHEME OF ARRANGEMENT)**

* I / We _____ (Name of Creditor)
of _____ (Address),
a Creditor of AsiaTravel.com Holdings Ltd (“ATH”), hereby confirm that I would like ATH to transfer all
Scheme Shares that I am entitled to under the ATH Scheme to:

Name _____

CPD Account No: _____

* I / We confirm that ATH’s transfer of all Scheme Shares to the CPD Account set out above will fully satisfy
and completely discharge * my / our rights to the Scheme Shares that * I am / we are entitled to under the ATH
Scheme. This Nomination Form adopts all terms defined in the Scheme of Arrangement and ATH Scheme
Creditors (as defined in the Scheme of Arrangement), unless otherwise stated.

Dated this day of 2020

(Signature and Stamp)

Name:

Position:

Signature of Witness

Name:

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OS 964/2020

In the Matter of Section 210(1) of the Companies
Act (Cap. 50)

And

In the Matter of ASIATRAVEL.COM HOLDINGS
LTD (Singapore UEN No. 199907534E)

ASIATRAVEL.COM HOLDINGS LTD
(Singapore UEN No. 199907534E)

...Applicant

NOTICE OF SCHEME MEETING

NOTICE IS HEREBY GIVEN that by an Order dated 26 October 2020 (the “**Order**”) made in the above matter, the High Court of the Republic of Singapore (the “**Court**”) has directed that a meeting of Scheme Creditors (as defined in the Scheme) of the above-named company (hereinafter called the “**Scheme Company**”) (the “**Scheme Meeting**”) be convened for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement pursuant to Section 210 of the Companies Act (Chapter 50; 2006 Revised Edition) (the “**Act**”) (the “**Scheme**”), proposed to be made between the Scheme Company and the Scheme Creditors and that such Scheme Meeting shall be held on 21 December 2020 commencing at 2.30 pm (Singapore time) at 66 Seletar Aerospace View S797509 Level 1 Spitfire Room.

A copy of the Scheme is incorporated in the composite document to be dispatched to Scheme Creditors in respect of the Scheme, which includes an explanatory statement pursuant to Section 211 of the Act (the “**Scheme Document**”).

Copies of the Scheme Document, the Notice of Scheme Meeting, and the Order may be obtained upon request by Scheme Creditors to the Chairman of the Scheme Meeting, Ms Ellyn Tan of FTI Consulting (Singapore) Pte Ltd care of 8 Shenton Way #32-03 AXA Tower Singapore 068811 or obtained by email at Asiatravel@fticonsulting.com

The Applicant’s address is 46 EAST COAST ROAD #06-03 EASTGATE SINGAPORE 428766

The Applicant's solicitors are LVM LAW CHAMBERS LLC of 160 Robinson Rd,
#13-02 SBF Building, Singapore 068914.

LVM LAW CHAMBERS LLC
Solicitors for the Applicant

 AsiaTravel.com Holdings Limited (“ATHL”)



Liquidation analysis

Disclaimer

- This report is confidential and has been prepared by FTI Consulting for ATHL.
- This report should not be provided to or circulated to any other party, in whole or in part, without FTI Consulting's prior express written consent.
- This report has been prepared on the basis of, and subject to, the assumptions and qualifications stated herein.
- FTI Consulting's work does not constitute an audit, as defined by Generally Accepted Auditing or other Assurance Standards in the relevant jurisdiction(s), and accordingly we do not express any form of assurance on the financials of the Company.
- In performing our work, we have not conducted any verification of the information provided to us, except as specifically mentioned in this report. We do not assume any responsibility for and make no representation with respect to the accuracy or completeness of the information provided to us by ATHL.
- In the event that any new or updated information is made available to us after the date of this report, we reserve the right to review any additional information and to assess the impact, if any, on our findings.

Financial position of ATHL

As at 30 September 2020 (unaudited)

Consolidated Balance sheet as of Sep 2020 **S\$**

Non Current Assets	
Intangible Website Development & Software Cost	3,482,608
	<u>3,482,608</u>
Current Assets	
Cash at bank & in hand	859
	<u>859</u>
Current Liabilities	
Trade Creditors	7,406,823
Hire purchase creditors	32,912
Other creditors	1,343,473
VAT Payable	116,776
	<u>12,376,543</u>
Non-Current Liabilities	
Hire purchase creditors	60,271
	<u>60,271</u>
Total Net Assets/(Liabilities)	<u>(19,103,240)</u>
Capital and Reserves	
Share capital	40,800,957
Share premium	27,683,987
Capital Redemption Reserve	87,120
Revenue reserves	(86,874,882)
Translation reserves	(957,902)
Minority Interests	(3,714,356)
Capital Reserve	3,871,834
	<u>(19,103,240)</u>

Notes:

1. The audit for both FY2018 & FY2019 is currently in progress. ATHL expects some audit adjustments that may affect the value of the Net Assets/Liabilities.
2. The balance sheet does not include the default judgement against Zhonghong Holding Co. Ltd in the amount of SGD7,350,000. ATH does not expect any recovery from this asset.
3. The trade creditors does not include a potential claim of approximately USD3m.
4. Other creditors predominantly relate to outstanding salaries to employees.

ATHL – Liquidation analysis

■ Intangible Website Development & Software Cost

- The Platform needs further working capital to restart. In the current stage, ATH estimates that the realization value in a liquidation is no more than 5% of current book value. This is subject to valuation by experts in intangible assets.

■ Outstanding super priority financing

- Assuming ATHL is liquidated, there is an amount of SGD264k due to UGP Limited whose claims stand in equal priority to the Liquidators' fees and expenses.

S\$	Amount	ERV
Intangible Website Development & Software Cost	3,482,608	174,130
Cash at bank	859	859
Estimated realizable assets [A]		174,989
<u>Preferential claims</u>		
Liquidators' fees and expenses		150,000
Outstanding super priority financing		264,000
Total preferential claims pursuant to S328(1)(a) [B]		414,000
Return to preferential claims pursuant to S3228(1)(a) [A]/[B]		42%
Return to unsecured claims		0%