



**CSC HOLDINGS LIMITED**  
Co Registration No. 199707845E

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting (the “**EGM**”) of the Shareholders of CSC Holdings Limited (the “**Company**”) will be held on 27 November 2015 at 10.00 a.m. at 2 Tanjong Penjuru Crescent, Singapore 608968 for the purposes of considering and, if thought fit, passing (with or without modifications) the resolutions set out below.

All capitalised terms used in this notice which are not defined herein shall have the meanings ascribed to them in the Circular dated 12 November 2015 to Shareholders of the Company.

### **AS ORDINARY RESOLUTIONS:**

#### **ORDINARY RESOLUTION 1**

#### **THE PROPOSED RIGHTS CUM WARRANTS ISSUE**

Subject to the approval of Ordinary Resolution 2 below:

- (a) a renounceable non-underwritten Rights cum Warrants Issue by the Company of up to 403,241,241 new ordinary shares in the capital of the Company (the “**Rights Shares**”) at an issue price of S\$0.025 per Rights Share, with up to 2,016,206,205 free detachable warrants (the “**Warrants**”), with each Warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (the “**Warrant Share**”) at the exercise price of S\$0.01 per Warrant Share, on the basis of one Rights Share for every three (3) existing Shares held by shareholders of the Company (the “**Shareholders**”) as at the Books Closure Date, fractional entitlements to be disregarded, and five (5) Warrants for every one (1) Rights Share subscribed, be and is hereby approved;
- (b) the Board of Directors be and is hereby authorised to:
  - (i) create and issue:
    - a. such number of Rights Shares as the Directors may determine up to a maximum of 403,241,241 Rights Shares at an issue price of S\$0.025 per Rights Share;
    - b. such number of free detachable Warrants as the Directors may determine up to a maximum of 2,016,206,205 free Warrants to be issued together with the Rights Shares, with each Warrant carrying the right to subscribe for one (1) Warrant Share at an exercise price of S\$0.01 per Warrant Share during the period commencing on and including the date of issue of the Warrants and expiring on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of such date of issue, subject to the terms and conditions of the Deed Poll constituting the Warrants to be executed by the Company on such terms and conditions as the Directors may deem fit;
    - c. such further Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Deed Poll (any such further Warrants to rank *pari passu* with the Warrants and for all purposes to form

part of the same series, save as may otherwise be provided in the terms and conditions of the Deed Poll);

- (ii) provisionally allot and issue up to 403,241,241 Rights Shares with up to 2,016,206,205 free Warrants, at an issue price of S\$0.025 per Rights Share, on the basis of one Rights Share for every three (3) Shares held by Shareholders as at the Books Closure Date, fractional entitlements to be disregarded, and five (5) Warrants for every one (1) Rights Share subscribed, on the terms and conditions set out below and/or otherwise on such terms and conditions as the Directors may think fit:
  - a. the provisional allotments of the Rights Shares under the Rights cum Warrants Issue shall be made on a renounceable basis to Shareholders whose names appear in the Register of Members of the Company or the records of the Central Depository (Pte) Limited ("**CDP**") as at the Books Closure Date and who have not, at least three (3) Market Days prior thereto, provided to CDP or the share register of the Company (the "**Share Register**"), as the case may be, addresses in Singapore for the service of notices and documents;
  - b. no provisional allotments of the Rights Shares shall be made in favour of, and no application form or other documents in respect thereof shall be issued or sent to Shareholders with registered addresses outside Singapore as at the Books Closure Date and who have not, at least three (3) Market Days prior thereto, provided to CDP or the Share Register, as the case may be, addresses in Singapore for the service of notices and documents (the "**Foreign Shareholders**");
  - c. the entitlements to the Rights Shares which would otherwise accrue to Foreign Shareholders shall be disposed of or dealt with by the Company in such manner and on such terms and conditions as the Directors may, in their absolute discretion, deem fit, including without limitation to be sold "nil-paid" on the SGX-ST and to pool and thereafter distribute the net proceeds thereof, if any (after deducting all expenses), proportionately among such Foreign Shareholders in accordance with their respective shareholdings as at the Books Closure Date provided that if the amount to be distributed to any single Foreign Shareholder is less than S\$10.00, such amount shall instead be dealt with as the Directors may, in their absolute discretion, deem fit in the interests of the Company;
  - d. provisional allotments of the Rights Shares which are not taken up or allotted for any reason, or which represent fractional entitlements disregarded in accordance with the terms of the Rights cum Warrants Issue, shall be used to satisfy Excess Applications or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company;
  - e. the Rights Shares when issued and fully paid-up will rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments or other distribution, the Record Date for which falls before the date of issue of the Rights Shares;
  - f. the Warrant Shares to be issued on exercise of the Warrants will rank *pari passu* in all respects with the then existing Shares save for any dividends, rights, allotments or other distribution, the Record Date for which falls before the date of exercise of the Warrants;
- (c) allot and issue, notwithstanding that the issue thereof may take place after the next or any ensuing annual or other general meeting of the Company:

- (i) a maximum of 2,016,206,205 Warrant Shares on the exercise of the Warrants, credited as fully paid, subject to and otherwise in accordance with the terms and conditions of the Deed Poll, such Warrant Shares (when issued and paid) to rank *pari passu* in all respects with the then existing Shares (save as may otherwise be provided in the terms and conditions of the Deed Poll) save for any dividends, rights, allotments or other distributions the Record Date for which falls before the date of exercise of the Warrants;
  - (ii) on the same basis as paragraph (c)(i) above, such further Warrant Shares as may be required to be allotted and issued on the exercise of any of the Warrants referred to in paragraph (b) above; and
- (d) the Directors be and are hereby authorised to take such steps, enter into all such transactions, arrangements and agreements and execute all such documents as may be advisable, necessary or expedient for the purposes of giving effect to the Rights cum Warrants Issue, with full power to assent to any condition, amendment, alteration, modification or variation as may be required by the relevant authorities or as such Directors or any of them may deem fit or expedient or to give effect to this ordinary resolution or the transactions contemplated pursuant to or in connection with the Rights cum Warrants Issue.

## **ORDINARY RESOLUTION 2**

### **THE WHITEWASH RESOLUTION**

Subject to and contingent upon the passing of Ordinary Resolution 1 and the satisfaction of all the conditions set out in the Securities Industry Council's ("SIC") letter dated 12 October 2015, the Shareholders of the Company (other than the Concert Party Group), do hereby, on a poll taken, unconditionally and irrevocably waive their rights to receive a mandatory general offer under Rule 14 of the Code from the Concert Party Group, in respect of all or any part of the Shares held by such Shareholders, in the event that their subscription of the Rights Shares and Warrant Shares arising from the exercise of the Warrants under the Rights cum Warrants Issue results in them incurring an obligation to make a mandatory general offer pursuant to Rule 14 of the Code.

**Voting Exclusion:** The Company will, in accordance with the conditional waiver by the SIC, disregard any votes cast on this resolution by the Concert Party Group and any parties not independent of them. However, the Company need not disregard a vote if it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form, or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

BY ORDER OF THE BOARD  
**CSC HOLDINGS LIMITED**

**See Yen Tarn**  
Group Chief Executive Officer

12 November 2015

### **NOTES:**

1. *A member entitled to attend and vote at the Extraordinary General Meeting is entitled to appoint a proxy or proxies (not more than two (2)) to attend and vote on his/her behalf. A proxy need not be a member of the Company.*

2. *Where a member appoints more than one proxy, he/she should specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy and if no percentage is specified, the first named proxy shall be treated as representing 100 per cent of the shareholding and the second named proxy shall be deemed to be an alternate to the first named.*
3. *The instrument appointing a proxy or proxies must be under the hand of the appointor or of his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its seal or under the hand of an officer or attorney duly authorised. Where the instrument appointing a proxy or proxies is executed by an attorney on behalf of the appointor, the letter or power of attorney or a duly certified copy thereof must be lodged with the instrument.*
4. *The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 2 Tanjong Penjuru Crescent, Singapore 608968 at least 48 hours before the time fixed for the Extraordinary General Meeting.*
5. *Please note that as the Concert Party Group and parties not independent of them are abstaining from voting on Ordinary Resolution 2 relating to the Whitewash Resolution (as set out above), they will not accept nominations as proxy or otherwise for voting on the Whitewash Resolution, unless specified instructions as to voting are given. Shareholders are advised not to appoint any of them as their proxy.*
6. *CPF investors who wish to attend the Meeting as an observer must submit their requests through their CPF Approved Nominees within the time frame specified. If they also wish to vote, they must submit their voting instructions to the CPF Approved Nominees within the time frame specified to enable them to vote on their behalf.*

## **PERSONAL DATA PRIVACY**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.