



# Asiatravel.com Holdings Ltd

(Company Registration No. 199907534E)  
(Incorporated in the Republic of Singapore)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("EGM") of the Company will be held at 743 Lorong 5 Toa Payoh, Level 2, Singapore 319457 on 18 March 2016 at 10:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendment, the ordinary resolutions as set out below.

All capitalised terms in the resolutions below and defined in the Circular dated 3 March 2016 to the shareholders of the Company (the "**Circular**") shall, unless otherwise defined herein, have the respective meanings ascribed thereto in the Circular.

**Shareholders should note that the passing of Ordinary Resolutions 1, 2, and 3 set out in the Notice of EGM are inter-conditional. This means that if any one of Ordinary Resolutions 1, 2, and 3 is not approved, the other resolutions will not be passed.**

### ORDINARY RESOLUTION 1 – PROPOSED PLACEMENT

Resolved that, subject to and contingent upon the passing of Ordinary Resolutions 2 and 3:

- (a) approval be and is hereby given for the allotment and issue of 500,000,000 new ordinary shares in the capital of the Company (the "**Placement Shares**") to Zhong Hong New World Investment Limited (the "**Placee**") at a placement price of S\$0.20 per Placement Share pursuant to the placement agreement dated 26 November 2015 (the "**Placement Agreement**") entered into between the Company and the Placee (the "**Proposed Placement**"); and
- (b) the directors of the Company ("**Directors**") and each of them be and are hereby authorised to implement, effect and complete, and to do all such acts and things (including executing all such documents as may be required in connection with the Proposed Placement) as the Directors or any of them may consider necessary, desirable or expedient to give effect to this resolution as they or he may think fit.

*Note: ZhongHong will, and will procure that its associates to, abstain from voting on this Ordinary Resolution 1 in respect of their shareholding, and will not accept nomination as proxies unless specific instructions have been given in the Proxy Form by the Shareholders appointing them on how they wish their votes to be cast.*

### ORDINARY RESOLUTION 2 – PROPOSED WARRANTS ISSUE

Resolved that, subject to and contingent upon the passing of Ordinary Resolutions 1 and 3:

- (a) approval be and is hereby given for the creation, allotment and issue of 400,000,000 non-listed, non-transferable warrants to the Placee, each carrying the right to subscribe for one (1) new ordinary share in the capital of the Company (the "**Warrant Shares**") at an exercise price of S\$0.24 per Warrant Share (the "**Tranche 1 Warrants**"), and a further 100,000,000 non-listed, non-transferable warrants to the Placee, each carrying the right to subscribe for one (1) Warrant Share at an exercise price of S\$0.30 per Warrant Share (the "**Tranche 2 Warrants**"); and together with the Tranche 1 Warrants, the "**Warrants**") pursuant to the Placement Agreement (which shall be subject to adjustment under such circumstances as may be provided in the terms and conditions of the Warrants), such Warrants to be exercised during the Exercise Period (as defined in the circular to shareholders of the Company ("**Shareholders**") dated 3 March 2016), and on such other terms and conditions as the Directors may in their absolute discretion and from time to time deem fit (the "**Proposed Warrants Issue**");
- (b) approval be and is hereby given for the creation, allotment and issue of such additional warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants (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 Warrants);
- (c) approval be and is hereby given for the allotment and issue (notwithstanding that the issue thereof may take place after the next or ensuing annual or other general meeting of the Company):
  - (i) upon exercise of the Warrants, such number of Warrant Shares as may be required or permitted to be allotted and issued on the exercise of the Warrants, subject to and in accordance with the terms and conditions of the Warrants; and
  - (ii) on the same basis as sub-paragraph (i) above, such further Warrant Shares as may be required to be allotted and issued on the exercise of any additional warrants referred to in paragraph (b) above,

in each case, such Warrant Shares to be credited as fully paid when issued and to rank *pari passu* in all respects with the then existing ordinary shares in the capital of the Company ("**Shares**"), save for any dividends, rights, allotments or other distributions the record date for which falls before the date of allotment and issue of the Warrant Shares, unless otherwise provided in the terms and conditions of the Warrants; and

- (d) the Directors and each of them be and are hereby authorised to implement, effect and complete, and to do all such acts and things (including executing all such documents as may be required in connection with the Proposed Warrants Issue) as the Directors or any of them may consider necessary, desirable or expedient to give effect to this resolution as they or he may think fit.

*Note: ZhongHong will, and will procure that its associates to, abstain from voting on this Ordinary Resolution 2 in respect of their shareholding, and will not accept nomination as proxies unless specific instructions have been given in the Proxy Form by the Shareholders appointing them on how they wish their votes to be cast.*

### ORDINARY RESOLUTION 3 – PROPOSED WHITEWASH RESOLUTION

Resolved that, subject to and contingent upon the passing of Ordinary Resolutions 1 and 2 above, and the conditions in the letter from the Securities Industry Council dated 28 January 2016 being fulfilled, the Shareholders do hereby (on a poll taken), unconditionally and irrevocably waive their rights to receive a general offer from the Placee and the parties acting in concert with him in accordance with Rule 14 of the Singapore Code on Take-overs and Mergers, for all the Shares not already owned or agreed to be acquired by the Placee and parties acting in concert with it, as a result of the Proposed Placement at the highest price per Share paid or agreed to be paid by the Placee and parties acting in concert with it in the six (6) months preceding the commencement of the Proposed Placement.

*Note: The Placee and parties acting in concert with it as well as parties not independent of them will abstain from voting on this Ordinary Resolution 3 in respect of their holding of Shares, and shall not accept nomination as proxies or otherwise for voting on this Ordinary Resolution 3 unless specific instructions have been given in the Proxy Form by the Shareholders appointing them on how they wish their votes to be cast.*

### BY ORDER OF THE BOARD

Shirley Tan Sey Liy  
Company Secretary

Singapore, 3 March 2016

### NOTES:

- 1) A member entitled to attend and vote at the EGM is entitled to appoint a proxy or proxies to attend and vote on his/her behalf. A proxy need not be a member of the Company.
- 2) Where a member (other than a Relevant Intermediary\*) appoints two proxies, he shall specify the proportion of his shareholding to be represented by each proxy in the instrument appointing the proxies.
- 3) A Relevant Intermediary may appoint more than 2 proxies, but each proxy must be appointed to exercise the rights attached to a different share or shares held by him (which number and class of shares shall be specified).
- 4) A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. The appointment of proxy must be executed under seal or the hand of its duly authorised officer or attorney in writing.
- 5) The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 615 Lorong 4 Toa Payoh, #01-01 Storhub, Singapore 319516, at least 48 hours before the time fixed for the EGM.

\* A Relevant Intermediary is:

- (a) a banking corporation licensed under the Banking Act (Chapter 19) of Singapore or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity; or
- (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act (Chapter 289) of Singapore and who holds shares in that capacity; or
- (c) the Central Provident Fund Board established by the Central Provident Fund Act (Chapter 36) of Singapore, in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

### PERSONAL DATA PROTECTION:

Where a member of the Company submits 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) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, proxy lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (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.