

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the “**EGM**”) of BH Global Corporation Limited (the “**Company**”) will be held on 3 January 2019 at 10 a.m. at 8 Penjuru Lane, Singapore 609189 for the purpose of considering and, if thought fit, passing (with or without modification) the following ordinary resolutions:

All capitalised terms herein shall bear the same meanings as ascribed to them in the circular dated 19 December 2018 to the shareholders of the Company, unless otherwise defined herein.

RESOLUTION: THE PROPOSED RIGHTS ISSUE

That:

- (a) the renounceable non-underwritten rights issue (the “**Proposed Rights Issue**”) of up to 179,999,992 Rights Shares, at an issue price of S\$0.085 for each Rights Share (the “**Issue Price**”) on the basis of three (3) Rights Shares for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded, be and is hereby approved; and
- (b) allot and is hereby given to the Directors (or any of them) to:

- (i) allot and issue up to 179,999,992 Rights Shares at the Issue Price for each Rights Share;
- (ii) provisionally allot and issue up to 179,999,992 Rights Shares at the Issue Price for each Rights Share on the basis of three (3) Rights Shares for every two (2) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded,

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

- (aa) the provisional allotment of the Rights Shares pursuant to the Proposed Rights Issue shall be made on a renounceable non-underwritten basis to the Entitled Shareholders whose names appear in the Register of Members of the Company or the records of CDP as at the Books Closure Date and whose registered addresses with the Company or CDP (as the case may be) are in Singapore as at the Books Closure Date or who have, at least three (3) market days prior to the Books Closure Date, provided to the CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents;
- (bb) no provisional allotment of the Rights Shares shall be made in favour of Shareholders with registered addresses outside Singapore as at the Books Closure Date and who have not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents (“**Foreign Shareholders**”);
- (cc) the provisional allotment of the Rights Shares which would otherwise accrue to Foreign Shareholders may 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 to purchasers thereof, including without limitation to be sold “**nil-paid**” on SGX-ST, and to pool and thereafter distribute the net proceeds, if any, thereof (after deducting all expenses) proportionately to and among such Foreign Shareholders in proportion to 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 retained or dealt with as the Directors may deem fit in the interests of the Company;
- (dd) the provisional allotment of the Rights Shares not taken up or allotted for any reason or which represent fractional entitlements disregarded in accordance with the term of the Proposed Rights Issue shall be used to satisfy applications for Excess Rights Shares (if any) or disposed of or otherwise dealt with in such manner as the Directors may in their absolute discretion deem fit in the interests of the Company;
- (ee) 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; and
- (c) the Directors (or any of them) be and are hereby authorised to take such steps, do all such acts and things, (including but not limited to finalising, approving and executing all such documents as may be required in connection with the Proposed Rights Issue and making amendments to the terms and conditions of the Proposed Rights Issue) and to exercise such discretion as the Directors (or any of them) may consider necessary, expedient or desirable to give full effect to this Ordinary Resolution and the Proposed Rights Issue.

BY ORDER OF THE BOARD

Vincent Lim Hui Eng
Executive Chairman and Chief Executive Officer
19 December 2018

Notes:

- (1) A member of the Company who is entitled to attend and vote at the EGM, who:
- (a) Is not a relevant intermediary is entitled to appoint not more than two (2) proxies to attend and vote on his behalf. Where such member appoints more than one (1) proxy, he/she shall specify the proportion of his/her shareholding to be represented by each proxy. A proxy need not be a member of the Company. If the appointer is a corporation, the proxy must be executed under seal or the hand of its duly authorized officer or attorney.
- (b) Is a relevant intermediary is entitled to appoint more than two (2) proxies to attend and vote in his stead. Where such member appoints more than one (1) proxy, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.

“Relevant intermediary” means:

- (i) a banking corporation licensed under the Banking Act (Cap. 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;
- (ii) a person holding a capital markets services license to provide custodial services for securities under the Securities and Futures Act (Cap. 289) of Singapore and who holds shares in that capacity; or
- (iii) the Central Provident Fund Board established by the Central Provident Fund Act (Cap. 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.
- (2) The instrument or form appointing a proxy or proxies, duly executed, must be deposited at the registered office of the Company at 8 Penjuru Lane, Singapore 609189 at least 48 hours before the time fixed for the EGM in order for the proxy to be entitled to attend and vote at the EGM. A Depositor’s name must appear in the Depository Register maintained by the Central Depository (Pte) Limited not less than 72 hours before the time appointed for the holding of the EGM in order for him to be entitled to vote at the EGM.
- (3) A member of the Company, which is a corporation, is entitled to appoint its authorised representative or proxy to vote on his behalf. A proxy need not be a member of the Company.

PERSONAL DATA PROTECTION:

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 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.