



HUAN HSIN HOLDINGS LTD

奐鑫控股有限公司

(Incorporated in the Republic of Singapore)
(Company Registration Number: 199509142R)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the “**EGM**”) of the members of Huan Hsin Holdings Ltd (the “**Company**”) will be held on 14 August 2015 at 3.30 p.m. at Albizia Room 1, Level 2, Jurong Country Club, 9 Science Centre Road, Singapore 609078 for the purpose of considering and, if thought fit, passing with or without any modifications the following resolutions:

AS ORDINARY RESOLUTIONS

Resolution 1

That an independent financial adviser or equivalent professional be appointed for the purposes of reviewing and providing written advice or recommendation to the Shareholders in respect of each of the following:

- (i) the viability of the Group’s existing core business, in particular whether it is in the interest of the Company and the Shareholders to allow further borrowings to be obtained and/or proceeds arising from any Asset Divestment (as defined below) to be deployed in funding the working capital requirements of such business, in view of the Shareholders’ Returns Objective (as defined below);
- (ii) an appropriate strategy for the valuation and/or deployment of property assets of the Group, including any sale or divestment of such property assets (“**Asset Divestment**”), in view of the Shareholders’ Returns Objective (as defined below); and
- (iii) an appropriate overall strategy for the Group’s business and/or its assets with a view to ensuring or maximising distributions or returns to Shareholders, including in the event an exit offer is required to be made to Shareholders by the Company or its controlling shareholders in connection with Rule 1306 of the SGX-ST Listing Manual (the “**Shareholders’ Returns Objective**”).

Resolution 2

In the event that Resolution 1 is not passed, that a vote of no confidence be passed against the existing Board of the Company.

By Order of the Board

Hsu Hung Chun
Chairman

30 July 2015

Notes:

- (1) A Shareholder entitled to attend and vote at the EGM may appoint not more than two proxies to attend and vote in his/her stead. A Shareholder which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. A proxy need not be a Shareholder.
- (2) If a proxy is to be appointed, the instrument appointing a proxy must be duly deposited at the registered office of the Company at 3 Anson Road, #27-01 Springleaf Tower, Singapore 079909 not later than 48 hours before the time appointed for the holding of the EGM.
- (3) The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised.
- (4) A Depositor’s name must appear on the Depository Register maintained by The Central Depository (Pte) Limited as at 48 hours before the time fixed for holding the EGM in order for the Depositor to be entitled to attend and vote at the EGM.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting 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 Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (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.