SECOND CHANCE PROPERTIES LTD

(Company Registration No. 198103193M)

(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

Unless otherwise defined, all capitalised terms herein shall bear the same meaning as used in the circular dated 10 December 2019 issued by Second Chance Properties Ltd (the "**Circular**").

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the "**EGM**") of Second Chance Properties Ltd (the "**Company**") will be held on Thursday, 26 December 2019 at such time immediately following the conclusion or adjournment of the annual general meeting of the Company to be held at 12:00 p.m. on the same day at Qian Xi (Paya Lebar) Restaurant, 845 Geylang Road, #04-09 Tanjong Katong Complex, Singapore 400845 for the purpose of considering and, if thought fit, passing with or without any modification, the following RESOLUTION:

ORDINARY RESOLUTION:

THE PROPOSED BONUS ISSUE OF WARRANTS

THAT approval and authority be and is hereby given to the Directors of the Company: -

(a) (i) for the bonus issue of up to 4,508,224,212 warrants (the "**Bonus Warrants**") to be allotted and issued to Shareholders with registered addresses (as set out in the Register of Members of the Company or the Depository Register of CDP, as the case may be) or who have, at least three (3) Market Days prior to the Books Closure Date, provided to the Company or, in the case of Shareholders whose Shares are registered in the name of CDP, to CDP, with addresses in Singapore for the service of documents and notices, to subscribe for new ordinary shares (the "**New Shares**") in cash on the basis of three (3) Bonus Warrants for every one (1) existing Shares held by such Shareholders as at the Books Closure Date, fractional entitlements to be disregarded, at an exercise price of S$0.25 for each New Share, subject to and in accordance with the terms and conditions of the Bonus Warrants to be set out in a deed poll constituting the Bonus Warrants (the "**Deed Poll**"), and on such other terms and conditions as the Directors may in their absolute discretion deem fit;

(ii) to issue such further warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Bonus Warrants as set out in the Deed Poll (and such further warrants to rank *pari passu* with the Bonus 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 Bonus Warrants in the Deed Poll),

provided that no Bonus Warrants shall be issued to Shareholders who do not have registered addresses in Singapore (as set out in the Register of Members of the Company or the records of CDP, as the case may be) as at the Books Closure Date and who have not, at least three (3) Market Days prior to the Books Closure Date, provided to the Company or to CDP, as the case may be, with addresses in Singapore for the service of documents and notices (the "**Foreign Shareholders**") and that the Bonus Warrants which would otherwise be issued to Foreign Shareholders shall, at the discretion of the Directors 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, determine and in connection therewith, the Directors be and are hereby authorised to pool and thereafter distribute the proceeds thereof, if any, (after deducting all expenses in connection therewith), proportionately to and amongst the Foreign Shareholders in proportion to their respective shareholdings as at the Books Closure Date, provided that if the amount distributable to any single Foreign Shareholder is less than S$10.00, such amount shall instead be retained for the sole benefit of the Company or be dealt with as the Directors may, in their absolute discretion, deem fit;

(b) to aggregate and allot the Bonus Warrants which represent fractional entitlements disregarded in accordance with the terms of the issue of the Bonus Warrants and to dispose of the same on the SGX-ST for the benefit of the Company or otherwise deal with the same in such manner and on such terms and conditions as the Directors may, in their absolute discretion, deem fit in the interest of the Company;

(c) to 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) up to 4,508,224,212 New Shares arising from the exercise of the Bonus Warrants, subject to and in accordance with the terms and conditions of the Bonus Warrants as set out in the Deed Poll, such New Shares to be credited as fully paid when issued and to rank *pari passu* in all respects with the then existing Shares and with each other except that the New Shares will not be entitled to any dividends, rights, allotments or other distributions the record date of which falls before the date of completion of the issue of the New Shares; and

(ii) on the same basis as paragraph (c)(i) above, to allot and issue such additional New Shares as may be required to be allotted and issued on the exercise of any of the additional warrants referred to in paragraph (a)(ii) of this ordinary resolution; and

(d) to prepare, finalise, approve and execute any instruments including but not limited to the Deed Poll, announcements, notices or agreements as may be required in connection with or pursuant to this ordinary resolution and exercise such discretion and to do all such acts and things as the Directors may from time to time in their absolute discretion, deem fit, advisable or necessary in connection with and/or to effectuate any or all of the above matters.

By Order of the Board

Mohamed Salleh s/o Kadir Mohideen Saibu Maricar
Founder and CEO
Singapore, 10 December 2019

Notes:-

1. A proxy need not be a member of the Company.

2. Except for a member who is a Relevant Intermediary as defined under Section 181(6) of the Companies Act, Chapter 50 of Singapore, a member entitled to attend and vote at the EGM is entitled to appoint not more than two proxies to attend and vote in his stead.

3. 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. 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.

4. A member who is a Relevant Intermediary is entitled to appoint more than two proxies to attend and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different shares held by such member. Where such member appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the proxy form.

5. If the appointor is a corporation, the proxy must be executed under seal or the hand of its duly authorised officer or attorney.

6. A Depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited as at 72 hours before the time appointed for holding the EGM in order for the Depositor to be entitled to attend and vote at the EGM.

7. The instrument appointing a proxy must be deposited at the registered office of the Company at 845 Geylang Road, #04-22 Tanjong Katong Complex, Singapore 400845 not less than 72 hours before the time for holding the EGM.

Personal data privacy:

By submitting a proxy form 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, 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