



ASIA FASHION  
亚洲时尚

## ASIA FASHION HOLDINGS LIMITED

(Incorporated in Bermuda)  
(Company Registration No. 41195)

### NOTICE OF SPECIAL GENERAL MEETING

*Unless otherwise defined, all capitalised terms herein shall bear the same meaning as used in the circular dated 20 January 2016 issued by Asia Fashion Holdings Limited (the "Circular").*

**NOTICE IS HEREBY GIVEN** that a Special General Meeting ("SGM") of Asia Fashion Holdings Limited (the "Company") will be held at Raffles Room #301, 3/F, Maxwell Chambers Pte Ltd, 32 Maxwell Road, #03-01, Singapore 069115 on 5 February 2016 at 10:00 a.m. for the purpose of considering and, if thought fit, passing with or without any amendments, the following resolution set out below.

#### **RESOLUTION 1 (AS AN ORDINARY RESOLUTION): APPROVAL OF THE PROPOSED SHARE CONSOLIDATION**

That:

- (a) with effect from the date to be determined by the Directors of the Company (the "**Effective Consolidation Date**"), every sixteen (16) Existing Shares of par value US\$0.005 each in the capital of the Company as at the Books Closure Date be consolidated into one (1) Consolidated Share of par value US\$0.08 each in the capital of the Company, and the number of Consolidated Shares which each Shareholder is entitled to shall be rounded down to nearest whole Consolidated Share, with fractional entitlements to the Consolidated Shares resulting from the share consolidation to be disregarded and not be issued or given to holders of the same;
- (b) all of the Consolidated Shares shall rank *pari passu* in all respects with each other in the same class and have the rights and privileges and be subject to the restrictions contained in the Bye-laws of the Company;
- (c) the Directors be and are hereby authorised to deal with and make arrangements for the settlement of all fractional entitlements which may arise from the Proposed Share Consolidation in such manner and on such terms as the Directors may, in their absolute discretion, deem fit in the interests of the Company, including (but without limitation) aggregating any fractional entitlements to the Consolidated Shares arising as a result thereof and selling the same and retaining the net proceeds for the benefit of the Company in such manner and on such terms as the Directors may think fit;
- (d) the Directors be and are hereby authorised to fix the Books Closure Date, the Effective Consolidation Date and the date on which the Consolidated Shares will commence trading on the Mainboard of the SGX-ST in board lots of 100 Consolidated Shares, in their absolute discretion as they deem fit; and
- (e) the Directors of the Company and each of them be and is hereby authorised to take any and all steps, and to do (or procure to be done) such acts and things (including without limitation, to finalise, approve, sign and/or execute all such documents which they in their absolute discretion consider to be necessary, to issue new share certificates in respect of the Consolidated Shares in issue and to exercise such discretion as may be required to approve any amendments, alterations or modifications to any documents, and to sign, finalise and/or submit any notices, forms and documents with or to the relevant authorities) as they and/or he may consider necessary, desirable or expedient to give effect to this Resolution, the Proposed Share Consolidation and/or the matters contemplated herein.

#### **By Order of the Board**

ASIA FASHION HOLDINGS LIMITED

Zhou Chen

Company Secretary

20 January 2016

IMPORTANT: Please read notes below.

#### **Notes:**

1. If a Depositor (as defined in Section 81SF of the Securities and Futures Act, Chapter 289 of Singapore) who holds Shares through the CDP and whose name appears in the Depository Register (as defined in Section 81SF of the Securities and Futures Act, Chapter 289 of Singapore) as at a time not earlier than 48 hours prior to the time of the SGM supplied by the CDP to the Company, and such Depositor is an individual but he is unable to attend the SGM in person, or such Depositor is a corporation and wishes to attend and vote at the SGM, then he/it should complete the Depositor Proxy Form and deposit the duly completed Depositor Proxy Form at the office of the Company's Singapore Share Registrar, M&C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902 not less than 48 hours before the time of the SGM.
2. If a Shareholder (who is not a Depositor) who/which holds Shares in his/its own name wishes to appoint a proxy/proxies, he/it must complete the Shareholder Proxy Form and must deposit such form at the office of the Company's Singapore Share Registrar, M&C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902, not less than 48 hours before the time of the SGM. Delivery of the Shareholder Proxy Form shall not preclude him from attending and voting in person at the SGM and in such event, the Shareholder Proxy Form shall be deemed to be revoked.

#### **Personal Data Privacy**

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