



EMS ENERGY LIMITED

(Company Registration No. 200300485D)
(Incorporated in the Republic of Singapore)

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("EGM") of EMS Energy Limited (the "**Company**") will be held at 28 International Business Park, German Centre, Munich Room, 5th Floor, East Wing, Singapore 609916 on 28 February 2017 at 9:00 a.m. for the purpose of considering and, if thought fit, passing with or without any modification the following ordinary resolutions.

*Unless otherwise defined, all capitalised terms herein shall have the same meanings as defined in the circular to shareholders of the Company dated 13 February 2017 (the "**Circular**").*

ORDINARY RESOLUTION 1

THE PROPOSED PROPERTY DISPOSAL

THAT:

- (a) approval be and is hereby given to EES, a wholly-owned subsidiary of the Company, for the disposal of the Property to SPCO at the price of S\$5,600,000.00 and on such terms and conditions of the sale and purchase agreement dated 14 October 2016 entered into between EES and SPCO; and
- (b) any Director of the Company be and is hereby authorised to complete and do all such acts and things (including executing all such documents and ancillary agreements and to make all such amendments thereto as may be required in connection with the Proposed Property Disposal) as he may in his absolute discretion consider necessary, desirable or expedient in the interests of the Company to give full effect to the Proposed Property Disposal and/or this ordinary resolution.

ORDINARY RESOLUTION 2

RATIFICATION OF THE OSSG DISPOSAL

THAT:

- (a) the disposal by EMS Offshore of its 20% equity interest in OSSG to the Purchasing Party for a consideration of S\$2,800,000.00 on such terms and conditions of the deed of sale and purchase dated 3 November 2016 entered into by EMS Offshore with the Company, Mr Ting Teck Jin, Estate of OSK, OSSG and the Purchasing Party be and is hereby approved, confirmed and ratified;
- (b) any Director of the Company be and is hereby authorised to complete and do all such acts and things (including executing all such documents and ancillary agreements and to make all such amendments thereto as may be required in connection with the OSSG Disposal) as he may in his absolute discretion consider necessary, desirable or expedient in the interests of the Company to give full effect to the OSSG Disposal and/or this ordinary resolution; and
- (c) any acts, matters and things done or performed, and/or documents signed, executed, sealed and/or delivered by the Directors or any of them in connection with the foregoing be and are hereby approved, confirmed and ratified.

By Order of the Board
Ting Teck Jin
Executive Chairman and Chief Executive Officer

13 February 2017

Notes:

- (1) Except for a member who is a Relevant Intermediary as defined under Section 181(6) of the Companies Act, Chapter 50 (the "**Act**"), a member is entitled to appoint not more than two proxies to attend, speak and vote at the EGM. Where a member appoints more than one proxy, the proportion of his concerned shareholding to be represented by each proxy shall be specified in the proxy form. A proxy need not be a member of the Company.
- (2) Pursuant to Section 181(1C) of the Act, a member who is a Relevant Intermediary is entitled to appoint more than two proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different share or 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.
- (3) The instrument appointing a proxy or proxies must be signed by the appointor or of his attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or duly authorised officer.
- (4) The Company shall be entitled to reject an instrument of proxy which is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the instrument of proxy. In addition, in the case of shares entered in the Depository Register, the Company may reject an instrument of proxy if the member, being the appointor, is not shown to have shares entered against his name in the Depository Register as at 72 hours before the time appointed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.
- (5) A Depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited not less than 72 hours before the time fixed for holding the EGM in order for the Depositor to be entitled to attend, speak and vote at the EGM.
- (6) The instrument appointing a proxy must be deposited at the registered office of the Company at 25 International Business Park, German Centre #02-128, Singapore 609916 not less than forty-eight (48) hours before the time for holding the EGM.

Personal data privacy:

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) 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.

*This notice has been prepared by the Company and its contents have been reviewed by the Company's sponsor, UOB Kay Hian Private Limited (the "**Sponsor**") for compliance with the relevant Catalyst Rules. The Sponsor has not independently verified the contents of this notice.*

*This notice has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "**SGX-ST**"). The Sponsor and the SGX-ST assumes no responsibility for the contents of this notice, including the accuracy, completeness or correctness of any of the information, statements or opinions made, or reports contained in this notice.*

The contact person for the Sponsor is Mr Alvin Soh, Head of Catalyst Operations, Senior Vice President, and Mr Lan Kang Ming, Vice President, at 8 Anthony Road, #01-01, Singapore 229957, telephone (65) 6590 6881.