
NOTICE OF SPECIAL GENERAL MEETING

REFRESHMENTS AT THE SPECIAL GENERAL MEETING
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Only coffee and tea will be served at the Special General Meeting.
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NOBLE GROUP LIMITED

(Incorporated in Bermuda with limited liability)

NOTICE IS HEREBY GIVEN that a Special General Meeting of Noble Group Limited (the “**Company**”) will be held at M Hotel Singapore, Banquet Suite Ballroom, Level 10, 81 Anson Road, Singapore 079908 on Monday, 27 August 2018 at 2.30 p.m. (Singapore time) for the purpose of considering and, if thought fit, passing with or without modification(s), the following resolutions, each of which will be proposed as an ordinary resolution:

*All undefined terms herein shall bear the same meanings ascribed to them in the circular to shareholders of the Company dated 10 August 2018 (the “**Circular**”).*

RESOLUTION 1: ORDINARY RESOLUTION

APPROVAL FOR THE PROPOSED RESTRUCTURING (INCLUDING THE PROPOSED DISPOSAL AND THE PROPOSED TRANSFER OF LISTING STATUS)

That:

- (i) the proposed Restructuring (including the proposed Disposal and the proposed transfer of listing status of NGL to New Noble) upon the terms and conditions of the Restructuring Documents (subject to any further amendment as may be approved by the directors of the Company or any person(s) authorised by the directors of the Company) and the transactions contemplated thereunder be and are hereby approved, subject to the approval of the Schemes, in accordance with the terms and conditions of the Restructuring Documents;
- (ii) the directors of the Company and each of them be and are/is hereby authorised to complete and do all such acts and things (including approving, amending, modifying, supplementing and executing the Restructuring Documents and all such documents as may be required under or pursuant to the Restructuring Documents and/or the proposed Restructuring (including the proposed Disposal and the proposed transfer of listing status of NGL to New Noble)), as they and/or he may consider necessary, desirable, expedient or in the interests of the Company to give effect to this Ordinary Resolution and/or the proposed Restructuring (including the proposed Disposal and the proposed transfer of listing status of NGL to New Noble) as they or he may deem fit; and
- (iii) all actions and steps taken by any and each of the directors and officers of the Company in connection with the proposed Restructuring (including the proposed Disposal and the proposed transfer of listing status of NGL to New Noble) be and are hereby approved, confirmed and ratified.

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RESOLUTION 2: ORDINARY RESOLUTION

WHITEWASH RESOLUTION FOR THE WAIVER BY INDEPENDENT SHAREHOLDERS OF THEIR RIGHTS TO RECEIVE A MANDATORY GENERAL OFFER FOR THEIR NEW NOBLE SHARES FROM THE SENIOR CREDITOR SPV

That, pursuant to the letter dated 2 July 2018 from the Securities Industry Council of Singapore, the shareholders of the Company (other than the Senior Creditor Concert Party Group and parties not independent of the Senior Creditor Concert Party Group) do hereby, on a poll taken, unconditionally and irrevocably waive their rights to receive a mandatory general offer from the Senior Creditor SPV under Rule 14 of the Singapore Code on Take-overs and Mergers for the New Noble Shares to be received by them pursuant to the proposed Restructuring (including the Issuance) at the highest price paid for the Shares and New Noble Shares by the Senior Creditor Concert Party Group in the six months prior to the Relevant Announcement Date.

BY ORDER OF THE BOARD

Chee Ying Lim
Company Secretary
10 August 2018

Notes:

1. A member of the Company entitled to attend and vote at the Special General Meeting may appoint another person as his/her/its proxy to attend and vote in his/her/its stead. A proxy need not be a member of the Company but must be present in person to represent the member.
2. With the exception of The Central Depository (Pte) Limited (“CDP”), who may appoint more than two proxies, a member of the Company entitled to attend and vote at the Special General Meeting is entitled to appoint no more than two proxies to attend and vote in his/her/its stead.
3. A Depositor(s) who is a natural person(s) need not submit a Depositor Proxy Form(s) if he/she is attending the Special General Meeting in person.
4. (a) A Depositor(s) who is not a relevant intermediary may appoint not more than two appointees, who shall be natural persons, to attend and vote in his/her/its place as proxy/proxies of CDP in respect of his/her/its shareholding. Where such a Depositor(s) wishes to nominate more than one appointee, he/she/it must specify the proportion of the shareholdings (expressed as a percentage of the whole) to be represented by such appointee.

(b) A Depositor(s) who is a relevant intermediary may appoint more than two appointees, who shall be natural persons, to attend and vote in its place as proxies of CDP in respect of its shareholding. Where such a Depositor(s) wishes to appoint more than two appointees, such appointee must be appointed to exercise the rights attached to a different share or shares held by such Depositor(s), and the number and class of shares in relation to which each appointee has been appointed shall be specified.

“Relevant Intermediary” has the meaning ascribed to it in Section 181 of the Companies Act, Chapter 50 of Singapore.

5. Completion and return of the Depositor Proxy Form(s) by a Depositor(s) who is a natural person(s) will not prevent him/her from attending and voting in person at the Special General Meeting as proxy/proxies of CDP if he/she subsequently wishes to do so and in such event, the Depositor Proxy Form(s) shall be deemed to be revoked and the proxy form issued by CDP shall be re-instated and become effective for the appointment of the relevant Depositor(s) as the proxy/proxies of CDP as if the Depositor(s) had not delivered any Depositor Proxy Form(s).
6. The instrument or Depositor Proxy Form appointing the proxy/proxies must be lodged at the office of the Company in London, United Kingdom at 11th floor, 33 Cavendish Square, Marylebone, London W1G 0PW, United Kingdom or at the office of the Company's Share Transfer Agent, B.A.C.S. Private Limited, at 8 Robinson Road, #03-00 ASO Building, Singapore 048544, not less than 72 hours before the time appointed for the Special General Meeting or the adjourned Special General Meeting, failing which the instrument or Depositor Proxy Form will not be valid.

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Personal data privacy:

By submitting a proxy form (including a Depositor Proxy Form) appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Special General Meeting and/or any adjournment thereof, a member of the Company and/or a Depositor (i) consents to the collection, use and disclosure of personal data of the member and/or the Depositor by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the Special General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Special General Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the member and/or the Depositor discloses the personal data of the proxy(ies) and/or representative(s) of the member and/or the Depositor to the Company (or its agents or service providers), the member and/or the Depositor 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 and/or the Depositor will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the breach of warranty of the member and/or the Depositor.