



# KS ENERGY LIMITED

*An Integrated Energy Services Hub*

(Incorporated in the Republic of Singapore)

(Company Registration Number: 198300104G)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting (the “EGM”) of the shareholders of KS Energy Limited (the “Company”) will be held at 19 Jurong Port Road, Singapore 619093 on 21 October 2014 at 10.00 a.m. for the purpose of considering and, if thought fit, passing, with or without any modifications, the following Ordinary Resolution:

### **ORDINARY RESOLUTION: THE RATIFICATION OF THE NEW BUILD CONTRACT (AS DEFINED IN THE CIRCULAR DATED 3 OCTOBER 2014)**

THAT:

- (a) the entry by KS Rig Invest Five Ltd. (“**KS Rig**”), a subsidiary of KS Rig Invest Pte. Ltd., in turn a wholly-owned subsidiary of KS Drilling Pte. Ltd. (“**KS Drilling**”), into the new build contract dated 23 June 2014 with Shanghai Zhenhua Heavy Industry Co., Ltd. (“**ZPMC**”) for the construction and delivery of one (1) new build jack-up drilling rig based on the Friede & Goldman JU-2000E design with an option granted to KS Drilling for the construction and delivery of a second rig of the same design (each a “**New Rig**”, and the contract with ZPMC, the “**New Build Contract**”) and the performance by KS Rig of its obligations under the New Build Contract be hereby ratified and confirmed; and
- (b) the Directors of the Company or any one of them be and is hereby authorised to complete and to do all acts and things (including but not limited to the execution of all such agreements and documents, procurement of third party consents and approving of any amendments whatsoever to the New Build Contract) as they or he may consider necessary, desirable or expedient in connection with the New Build Contract or the transactions contemplated by the New Build Contract or to give effect to this ordinary resolution, as they or he may think fit.

BY ORDER OF THE BOARD

**KS Energy Limited**

Yeo Poh Noi Caroline

Company Secretary

3 October 2014

#### **Notes:**

1. A member entitled to attend and vote at this EGM is entitled to appoint one (1) or two (2) proxies to attend and vote in his/her/its stead. A proxy need not be a member of the Company.
2. The form of proxy in the case of an individual shall be signed by the appointor or his/her/its attorney, and in the case of a corporation, either under its common seal or under the hand of an officer or attorney duly authorised.
3. If the form of proxy is returned without any indication as to how the proxy shall vote, the proxy will vote or abstain as he/she/it thinks fit.
4. If no name is inserted in the space for the name of your proxy on the form of proxy, the Chairman of the EGM will act as your proxy.
5. The form of proxy or other instruments of appointment shall not be treated as valid unless deposited at the Company’s registered office at 19 Jurong Port Road, Singapore 619093 not less than forty-eight (48) hours before the time appointed for holding the EGM and at any adjournment thereof.

#### **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.