
NOTICE OF SPECIAL GENERAL MEETING

NOBLE GROUP LIMITED

(Incorporated in Bermuda with limited liability)

NOTICE IS HEREBY GIVEN that a Special General Meeting (“**SGM**”) of Noble Group Limited (the “**Company**”) will be held at Grand Ballroom, Level 4, Grand Copthorne Waterfront Hotel, 392 Havelock Road, Singapore 169663 on 24 June 2016 at 10.00 a.m. for the purposes of considering and, if thought fit, passing (with or without modifications) the following resolution which will be proposed as an ordinary resolution:

ORDINARY RESOLUTION: PROPOSED RIGHTS ISSUE AND INCREASE IN AUTHORISED SHARE CAPITAL

THAT subject to satisfaction of the conditions to the Rights Issue as described in paragraph 2.4 of the circular of the Company dated 8 June 2016 to Shareholders:

- (a) the authorised share capital of the Company be increased from HK\$3,000,000,000 divided into 12,000,000,000 ordinary shares of HK\$0.25 each in the capital of the Company (“**Shares**”) to HK\$8,000,000,000 divided into 32,000,000,000 Shares of HK\$0.25 each by creation of an additional 20,000,000,000 Shares of HK\$0.25 each;
- (b) a renounceable underwritten rights issue (the “**Rights Issue**”) of 6,535,409,562 new ordinary shares of HK\$0.25 each in the capital of the Company (the “**Rights Shares**”), at an issue price of S\$0.11 for each Rights Share (the “**Issue Price**”), on the basis of one (1) Rights Share for every one (1) existing Share held by Entitled Shareholders (as defined below) as at a books closure date to be determined by the board of directors of the Company (the “**Books Closure Date**”), fractional entitlements to be disregarded, be and is hereby approved;
- (c) to the satisfaction of Bye-law 12(1A) of the Bye-laws of the Company, authority be and is hereby given to the directors of the Company (the “**Directors**”) to undertake the Rights Issue, provisionally allot and issue the Rights Shares on the basis of one (1) Rights Share for every one (1) Share held by the Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded, and allot and issue the Rights Shares at the Issue Price on the terms and conditions set out below and/or on such other terms and conditions (including the basis of provisional allotments of the Rights Shares) as the Directors may in their absolute discretion and from time to time think fit:
 - (i) the provisional allotment of the Rights Shares shall be made on a renounceable basis to Entitled Shareholders;
 - (ii) no provisional allotment of the Rights Shares shall be made to Non-Entitled Shareholders (as defined below);
 - (iii) the provisional allotment of the Rights Shares which would otherwise accrue to Non-Entitled Shareholders may be disposed of, or dealt with, by the Company in such manner and on such terms and conditions as the Directors shall deem fit for the purpose of renouncing the provisional allotment relating thereto to purchasers thereof and to pool and thereafter distribute the net proceeds, if any, thereof (after deducting all expenses) among such Non-Entitled Shareholders in proportion to their respective shareholdings as at the Books Closure Date provided that if the amount to be distributed to any single Non-Entitled Shareholder or persons acting to the account or

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benefit of any such persons is less than S\$10.00, such amount shall instead be retained or dealt with as the Directors may, in their absolute discretion, deem fit for the sole benefit of the Company;

- (iv) the provisional allotment of the Rights Shares not taken up or allotted for any reason shall be aggregated and allotted to satisfy excess applications for the Rights Shares or otherwise disposed of or dealt with in such manner and on such terms and conditions as the Directors may in their absolute discretion deem fit; and
- (v) the Rights Shares when issued and fully paid-up will rank pari passu in all respects with the then existing issued Shares, save for any dividends, rights, allotments or other distributions, the record date for which falls before the date of allotment and issue of the Rights Shares; and
- (d) the Directors be and are hereby authorised to take such steps, do all such acts and things, (including but not limited to finalising, approving and executing all such documents as may be required in connection with the Rights Issue and the issue of the nil-paid Rights and the Rights Shares, and making amendments to the terms and conditions of the Rights Issue (including the Issue Price)) and to exercise such discretion as the Directors may in their absolute discretion deem fit, advisable or to give full effect to this ordinary resolution, the Rights Issue, the allotment and issue of the Rights Shares, and the increase in authorised share capital as described in sub-paragraph (a) above.
- (e) in this Resolution:

“Beneficial Owners” means beneficial owners of Shares whose Shares are registered in the name of (a) a registered Shareholder whose share certificates have not been deposited with The Central Depository (Pte) Limited (“**CDP**”), or a transferee who has tendered to B.A.C.S. Private Limited (the “**Share Transfer Agent**”) registrable transfers of Shares and the certificates relating thereto for registration up to the Books Closure Date or (b) a Shareholder with Shares standing to the credit of its securities account(s) with CDP (“**Securities Accounts**”) as at the Books Closure Date;

“Entitled Shareholders” means (i) Shareholders with Shares standing to the credit of their Securities Accounts as at the Books Closure Date other than Non-Entitled Depositors and (ii) Shareholders whose share certificates have not been deposited with CDP as well as transferees who have tendered to the Share Transfer Agent registrable transfers of Shares and the certificates relating thereto for registration up to the Books Closure Date, in each case other than Non-Entitled Scripholders;

“Non-Entitled Depositors” means Shareholders with Shares standing to the credit of their Securities Accounts as at the Books Closure Date (a) whose registered addresses with CDP are in or who are otherwise known to the Company to be resident in, or (b) who are holding Shares on behalf of a Beneficial Owner(s) who is/are known to the Company to be resident in, a Specified Territory as at the Books Closure Date, excluding in each case certain Shareholders, and Shareholders holding Shares on behalf of a Beneficial Owner(s), in the Specified Territories who fulfil the relevant requirements to enable them to participate in the Rights Issue to the satisfaction of the Company, provided that if a Shareholder whose registered address with CDP is not in a Specified Territory holds Shares on behalf of a Beneficial Owner(s) who is/are known to the Company to be resident in a Specified Territory, that Shareholder shall only be considered a Non-Entitled Depositor in respect of the Shares

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held on behalf of such Beneficial Owner(s) and not in respect of the other Shares held by it either for its own account or on behalf of Beneficial Owners not resident in Specified Territories;

“Non-Entitled Scripholders” means Shareholders as at the Books Closure Date whose share certificates have not been deposited with CDP, as well as transferees who have tendered to the Share Transfer Agent registrable transfers of Shares and the certificates relating thereto for registration up to the Books Closure Date, (a) whose registered addresses with the Company are in or who are otherwise known to the Company to be resident in, or (b) who are holding Shares on behalf of a Beneficial Owner(s) who is/are known to the Company to be resident in, a Specified Territory as at the Books Closure Date, excluding in each case certain Shareholders, and Shareholders holding Shares on behalf of a Beneficial Owner(s), in the Specified Territories who fulfil the relevant requirements to enable them to participate in the Rights Issue to the satisfaction of the Company, provided that if a Shareholder or transferee whose registered address is not in a Specified Territory holds Shares on behalf of a Beneficial Owner(s) who is/are known to the Company to be resident in a Specified Territory, that Shareholder or transferee shall only be considered a Non-Entitled Scripholder in respect of the Shares held on behalf of such Beneficial Owner(s) and not in respect of the other Shares held by it either for its own account or on behalf of Beneficial Owners not resident in Specified Territories;

“Non-Entitled Shareholders” means Non-Entitled Depositors and Non-Entitled Scripholders;

“Shareholders” means registered holders of Shares in the register of members of the Company, except that where the registered holder is CDP, the term **“Shareholders”** shall, in relation to such Shares and where the context so admits, mean the Depositors (as defined in the Securities and Futures Act, Chapter 289 of Singapore) whose Securities Accounts are credited with those Shares. Any reference to Shares held by or the shareholding of Shareholders shall include Shares standing to the credit of their respective Securities Accounts; and

“Specified Territory” means any jurisdiction outside Singapore in respect of which the Directors determine that it is necessary or expedient not to offer the nil-paid Rights or the Rights Shares on account either of the legal restrictions under the laws of that jurisdiction or the requirements of a relevant regulatory body or stock exchange in that jurisdiction, and Specified Territories shall be construed accordingly.

BY ORDER OF THE BOARD

Chee Ying Lim
Company Secretary
8 June 2016

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Notes:

1. A member of the Company entitled to attend and vote at the SGM 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 CDP, who may appoint more than two proxies, a member of the Company entitled to attend and vote at the SGM 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 SGM in person.
4. 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 SGM 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 CDP Proxy Form 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 Depository Proxy Form(s).
5. The instrument or Depositor Proxy Form appointing a proxy/proxies must be lodged at the office of the Company in Hong Kong at 18th Floor, MassMutual Tower, 38 Gloucester Road, Hong Kong 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 48 hours before the time of the SGM.

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 SGM 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 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 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.