



## COSCO CORPORATION (SINGAPORE) LIMITED

(Incorporated in the Republic of Singapore)

Company Registration No.: 196100159G

### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting (“EGM”) of COSCO Corporation (Singapore) Limited (the “Company”) will be held at Meeting Room Nicoll 1, Level 3, Suntec Singapore International Convention & Exhibition Centre, Raffles Boulevard, Suntec City, Singapore 039593 on 20 April 2017 at 4.00 p.m. (or as soon as practicable thereafter following the conclusion or adjournment of the Annual General Meeting of the Company to be held at 3.00 p.m. on the same day and at the same place) for the purpose of considering and, if thought fit, passing the Special Resolution set out in Resolution 1 below and passing (with or without modifications) the Ordinary Resolution set out in Resolution 2 below:

#### **RESOLUTION 1 - SPECIAL RESOLUTION:**

**THE PROPOSED CHANGE OF NAME OF THE COMPANY FROM “COSCO CORPORATION (SINGAPORE) LIMITED” TO “COSCO SHIPPING INTERNATIONAL (SINGAPORE) CO., LTD.”**

RESOLVED THAT:

1. subject to the approval of the Accounting and Corporate Regulatory Authority of Singapore, the name of the Company be changed from “COSCO Corporation (Singapore) Limited” to “COSCO Shipping International (Singapore) Co., Ltd.” (the “**Proposed Change of Name**”), and that the new name “COSCO Shipping International (Singapore) Co., Ltd.” be substituted for “COSCO Corporation (Singapore) Limited”, wherever the latter name appears in the Constitution of the Company; and
2. the directors of the Company (the “**Directors**”) and each of them be and are hereby severally authorised to complete and do all such acts and things (including executing all such documents as may be required and to make such amendments, alterations or modifications thereto as the Directors may consider necessary, desirable and expedient) in connection with the Proposed Change of Name as they or he may consider necessary, desirable or expedient or in the interests of the Company to give effect to this resolution as they or he may deem fit.

#### **RESOLUTION 2 - ORDINARY RESOLUTION:**

**THE PROPOSED INTERESTED PERSON TRANSACTIONS MANDATE**

RESOLVED THAT:

1. approval be and is hereby given, for the purposes of Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited (“**Chapter 9**”), for the Company, its subsidiaries and associated companies that are considered to be “entities at risk” under Chapter 9, or any of them, to enter into any of the transactions falling within the types of interested person transactions described in the Company’s Circular to Shareholders dated 29 March 2017 (the “**Circular**”) with any party who is of the class of interested persons described in the Circular, provided that such transactions are (i) made on normal commercial terms and will not be prejudicial to the interest of the Company and its minority Shareholders and (ii) in accordance with the review procedures for such interested person transactions (the “**Proposed IPT Mandate**”);
2. the Proposed IPT Mandate shall, unless revoked or varied by the Company in general meeting, continue in force until the conclusion of the next annual general meeting of the Company; and
3. the Directors of the Company be and are hereby authorised to complete and do all acts and things (including executing all such documents as may be required) as they may consider expedient or necessary or in the interests of the Company to give effect to the Proposed IPT Mandate and/or this Resolution.

#### **BY ORDER OF THE BOARD**

Tan Wee Sin

*Company Secretary*

29 March 2017

Singapore

#### **NOTES:**

- i. A member of the Company entitled to attend and vote at the EGM is entitled to appoint one or two proxies to attend and vote in his stead. A proxy need not be a member of the Company.
- ii. Where a member appoints two proxies, the appointments shall be invalid unless he specifies the proportion of his shareholding (expressed as a percentage of the whole) to be represented by each proxy.
- iii. The instrument appointing a proxy or proxies must be deposited at the Company’s Share Registrar, Tricor Barbinder Share Registration Services at 80 Robinson Road #11-02 Singapore 068898 not later than 48 hours before the time set for holding the EGM.
- iv. The instrument appointing a proxy or proxies must be under the hand of the appointer or 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 any attorney duly authorised.
- v. A corporation which is a member may also authorise by resolution of its directors or other governing body, such person as it thinks fit to act as its representative at the EGM in accordance with Section 179 of the Companies Act (Cap 50).

#### **Personal data privacy:**

By submitting a proxy form 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.