



NOBLE GROUP LIMITED

(Incorporated in Bermuda with limited liability)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a Special General Meeting of Noble Group Limited (the "**Company**") will be held at Room 334-336, Level 3, Suntec Singapore International Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on Thursday, 25 January 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, of which Resolution 1 will be proposed as an ordinary resolution and Resolution 2 will be proposed as a special resolution:

RESOLUTION 1: ORDINARY RESOLUTION

APPROVAL FOR THE PROPOSED DISPOSAL OF VESSELS

That:

- (i) the Proposed Disposal (as defined in the circular to shareholders of Noble Group Limited (the "**Company**") dated 29 December 2017 (the "**Circular**")) upon the terms and conditions of the MOAs (as defined in the Circular and 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;
- (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 MOAs and all such documents as may be required under or pursuant to the MOAs and/or the Proposed Disposal), 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 Disposal 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 MOAs and/or the Proposed Disposal be and are hereby approved, confirmed and ratified.

RESOLUTION 2: SPECIAL RESOLUTION

APPROVAL FOR PROPOSED ALTERATIONS TO THE BYE-LAWS

That:

- (i) the existing Bye-laws of the Company be amended in the manner as set out in the Appendix to the Circular; and
- (ii) the amended and restated Bye-laws of the Company which consolidates all of the proposed amendments referred to in the Appendix to the Circular and all previous amendments approved pursuant to resolutions passed by shareholders of the Company at prior general meetings, a copy of which is produced to the Special General Meeting and marked "A" and initialled by the chairman of the Special General Meeting for the purpose of identification, be and are hereby adopted as the amended and restated Bye-laws of the Company in substitution for and to the exclusion of the existing Bye-laws with effect from the closure of the Special General Meeting.

BY ORDER OF THE BOARD

Chee Ying Lim
Company Secretary
29 December 2017

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, 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. 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 The Central Depository (Pte) Limited 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 The Central Depository (Pte) Limited shall be re-instated and become effective for the appointment of the relevant Depositor(s) as the proxy/proxies of The Central Depository (Pte) Limited as if the Depositor(s) had not delivered any Depositor Proxy Form(s).
5. The instrument or Depositor Proxy Form appointing the proxy/proxies must be lodged at the office of the Company in Hong Kong at 18th Floor, China Evergrande Centre, 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 appointed for the Special General Meeting or the adjourned Special General Meeting, failing which the instrument or Depositor Proxy Form will not be valid.

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.