



KRISENERGY LTD.

(Company Registration Number: 231666)
(Incorporated in the Cayman Islands on 5 October 2009)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of KrisEnergy Ltd. (the "**Company**") will be held at **Paprika Room, Level 5, Novotel Clarke Quay Singapore, 177A River Valley Road, Singapore 179031** on 16 October 2017 at **3:00 p.m.** for the purpose of considering and, if thought fit, passing with or without modifications, the following resolutions which will be proposed as Special Resolutions:

Resolution 1: Special Resolution The Proposed Change of Auditor

That Deloitte & Touche LLP be and is hereby appointed as the Auditor of the Company in place of Ernst & Young LLP to hold office until the conclusion of the next Annual General Meeting of the Company, at a remuneration to be agreed between the Directors and Deloitte & Touche LLP.

Resolution 2: Special Resolution The Proposed Alterations and Substitution of the Existing Memorandum and Articles of Association of the Company

That the new Memorandum and Articles of Association submitted to this Meeting and, for the purposes of identification, initialled by the Company Secretary, and which incorporate the principal alterations as set out in the Appendix to the Company's Circular to Shareholders dated 22 September 2017, be approved and adopted as the Memorandum and Articles of Association of the Company in substitution for, and to the exclusion of, the existing Memorandum and Articles of Association.

By Order of the Board

Chrystle Kuek / Jennifer Lee
Joint Company Secretaries
Singapore, 22 September 2017

Notes:

1. Poll. All the resolutions proposed at the Extraordinary General Meeting will be voted on by way of a poll.
2. Depositors. Under the Articles of Association of the Company (the "**Articles**"), unless The Central Depository (Pte) Limited ("**CDP**") specifies otherwise in a written notice to the Company, CDP is deemed to have appointed as CDP's proxies to vote on behalf of CDP at the Extraordinary General Meeting each of the persons (who are individuals) holding shares in the capital of the Company through CDP and whose shares are entered in the Depository Register (as defined in Section 81SF of the Securities and Futures Act, Chapter 289 of Singapore) ("**Depositors**"), whose names are shown in the records of CDP as at a time not earlier than 48 hours prior to the time of the Extraordinary General Meeting supplied by CDP to the Company, and such appointment of proxies shall not require an instrument of proxy or the lodgement of any instrument of proxy.

A Depositor may appoint not more than two persons (who shall be natural persons) to attend and vote in his place as proxy or proxies for CDP in respect of his shareholding, by completing and submitting the Depositor Proxy Form. The submission of a Depositor Proxy Form shall not preclude a Depositor appointed as a proxy by virtue of the Articles from attending and voting at the Extraordinary General Meeting but in the event of attendance by such Depositor, the Depositor Proxy Form submitted bearing his name as the Nominating Depositor (as defined in the Articles) shall be deemed to be revoked. The Company will reject a Depositor Proxy Form if the Nominating Depositor's name is not shown in the records of CDP as at a time not earlier than 48 hours prior to the time of the Extraordinary General Meeting supplied by CDP to the Company.

Where a Depositor is a corporation and wishes to be represented at the Extraordinary General Meeting, it must appoint a person or persons (who shall be natural persons) to attend and vote as proxy or proxies of CDP at the Extraordinary General Meeting in respect of its shareholding, by completing and submitting the Depositor Proxy Form.
3. Members. A member of the Company (other than CDP) entitled to attend and vote at the Extraordinary General Meeting who is the holder of two or more shares is entitled to appoint not more than two proxies to attend and vote instead of him, by completing and submitting the Shareholder Proxy Form. A proxy need not be a member of the Company. Delivery of the Shareholder Proxy Form shall not preclude a member from attending and voting in person at the Extraordinary General Meeting and in such event, the Shareholder Proxy Form shall be deemed to be revoked.
4. Deposit of Instrument of Proxy. The instrument appointing a proxy or proxies (together with the power of attorney, if any, under which it is signed or a certified copy thereof) must be deposited at the office of M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902 at least 48 hours before the time appointed for holding the Extraordinary General Meeting.
5. 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, or as the case may be, a Depositor (i) consents to the collection, use and disclosure of the member's, or as the case may be, the Depositor's personal data 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 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 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, or as the case may be, the Depositor, discloses the personal data of the member's, or as the case may be, the Depositor's, proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member, or as the case may be, 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, or as the case may be, the Depositor will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's, or as the case may be, the Depositor's breach of warranty.