



RIVERSTONE HOLDINGS LIMITED

(Company Registration Number 200510666D)

(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“EGM”) of Riverstone Holdings Limited (the “**Company**”) will be held at Conference Room 3, 55 Market Street, #03-01 Singapore 048941 on 15 January 2016 at 10.00 a.m. for the purpose of considering and, if thought fit, passing (with or without amendments) the following ordinary resolution:–

All capitalised terms used in this Notice of EGM which are not defined herein shall, unless the context otherwise requires, have the same meanings ascribed to them in the Circular to the Shareholders of the Company dated 31 December 2015.

ORDINARY RESOLUTION

That:

- (1) the bonus issue (the “**Proposed Bonus Issue**”) of 371,226,025 new ordinary shares in the share capital of the Company (the “**Bonus Shares**”), such Bonus Shares to be credited as fully paid, on the basis of one (1) Bonus Share for every one (1) existing ordinary share in the capital of the Company (the “**Shares**”) held by shareholders of the Company (the “**Shareholders**”), as at the books closure date (“**Books Closure Date**”) to be determined by the Directors for the purpose of determining the entitlement of shareholders under the Proposed Bonus Issue, fractional entitlements to be disregarded, be and is hereby approved; and
- (2) the Directors and/or any of them be and are hereby authorised to enter into all such transactions, arrangements and agreements and approve, execute and deliver all documents and do all deeds and things as may be necessary, expedient, incidental or in the interests of the Company to give effect to the approvals given in this ordinary resolution or the transactions contemplated by the Proposed Bonus Issue.

BY ORDER OF THE BOARD

Wong Teek Son

Executive Chairman/Chief Executive Officer

31 December 2015

Notes:–

1. A member of the Company entitled to attend and vote at the Extraordinary General Meeting may appoint a proxy or proxies to attend and vote in his/her behalf. A proxy need not be a member of the Company.
2. Where a member of the Company appoints more than one (1) proxy, he/she shall specify the proportion of his/her shareholding to be represented by each proxy in the instrument appointing the proxies.
3. If a proxy is to be appointed, the instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power of attorney, must be duly deposited at the registered office of the Company at 80 Robinson Road, #02-00, Singapore 068898 not less than 48 hours before the time appointed for the holding of the Extraordinary General Meeting.
4. The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be executed either under its seal or under the hand of any official or attorney duly authorised.

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.