
**ENTRY INTO MEMORANDUM OF UNDERSTANDING AND HEADS OF TERMS AGREEMENT IN
RELATION TO VIETNAM LNG POWER PLANT PROJECT**

1. INTRODUCTION

- 1.1 Swiber Holdings Limited (Judicial Managers Appointed) (the "**Company**") and together with its subsidiaries, the "**Group**") refers to its announcement on 28 December 2020 (the "**28 December 2020 Announcement**") relating to the proposed investment of up to US\$200 million by Rawabi Holding Company Limited ("**Rawabi**") comprising of (i) the proposed subscription by Rawabi of new ordinary shares in the capital of a new wholly-owned subsidiary to be incorporated by the Company in Singapore ("**New Swiber**") at an aggregate issue price of US\$10 million (the "**New Swiber Investment**") pursuant to an investment agreement entered into between the Company and Rawabi on 28 December 2020 (the "**Investment Agreement**"); and (ii) the proposed investment of up to US\$190 million in the Company's wholly-owned subsidiary, Equatoriale Energy Pte. Ltd. ("**Project Owner**"), on terms to be agreed.
- 1.2 Unless otherwise stated herein, defined terms used herein shall bear the meaning ascribed to them in the 28 December 2020 Announcement.

2. ENTRY INTO MEMORANDUM OF UNDERSTANDING AND HEADS OF TERMS AGREEMENT

- 2.1 The Company wishes to announce that on 14 May 2021, the Project Owner entered into a memorandum of understanding ("**MOU**") with the People's Committee of Ben Tre Province, together with Rawabi and Thang Uy Energy Co., Ltd. ("**Thang Uy**") (collectively, the "**Partners**"), in relation to the Project (being a project for the development, construction and operation of a liquified natural gas (LNG) power plant to be constructed in Ben Tre province, Vietnam ("**LNG Power Plant**")).
- 2.2 As agreed, amongst others, in the MOU:-
- (a) the Project Owner and the Partners will, amongst others, implement related works in respect of the Project according to the project schedule and carry out any other activities in relation to the Project, and they will bear their own costs and expenses incurred in carrying out prefeasibility studies and other preparatory work for the Project; and
 - (b) the People's Committee of Ben Tre Province permits the Project Owner and the Partners to submit investment proposals for the development of the Project, and will, amongst others, (i) assist and coordinate with the Project Owner and the Partners in relation to the Project; (ii) provide the Project Owner and the Partners, at their request, with such information relating to the Project which it is able to provide; and (iii) promote the Project for inclusion in Vietnam's National Power Development Plan for the Period of 2021 to 2030 with a Vision to 2045 (also known as PDP8).

Pursuant to the entry into the MOU, the Project Owner and the Partners are currently candidates being considered by the People's Committee of Ben Tre Province as potential investors to implement the Project.

- 2.3 The MOU is valid for 36 months from the date of signing or until the date of commencement of the construction for the Project, whichever is earlier, unless otherwise extended or terminated by mutual agreement between the parties prior to expiry, and is subject to further definitive agreement(s) to be entered into amongst the relevant parties in relation to the Project.

- 2.4 In connection with the MOU, the Project Owner and the Partners have also on 14 May 2021 entered into a non-binding heads of terms agreement (the "**HOTA**") in relation to the terms and conditions for the formation of a consortium in relation to the development and operation of the LNG Power Plant pursuant to the Project.
- 2.5 As agreed, amongst others, in the HOTA:-
- (a) the Project Owner and Thang Uy (the "**JV Parties**"), as joint venture parties, intend to form a consortium to act as the developer of the Project. In the event that the consortium is nominated as the developer for the Project, the JV parties shall as soon as practically possible thereafter establish a special purpose company ("**SPV**") in a jurisdiction to be determined jointly by the JV Parties, with the Project Owner taking the lead role in the development of the Project and Thang Uy taking the lead role in negotiating with the applicable government agency on behalf of the consortium;
 - (b) prior to the satisfaction of the conditions and milestones in relation to the payment of the Project Investment Tranches as set out under the Investment Agreement and to be set out in the definitive Project Owner Investment Agreement, the Project Owner shall consult with and obtain Rawabi's approval prior to the Project Owner taking any step or exercising any of its material rights under the HOTA, including but not limited to the execution of the Shareholders' Agreement (as defined below); and
 - (c) the HOTA is entered into on an exclusive basis and each JV Party undertakes, during the term of the HOTA, not to engage in negotiations with any third party for the purpose of participating in the Project.
- 2.6 The HOTA shall continue in force until the earliest of (i) the date that the MOU is terminated; (ii) the date falling 36 months from the date of the HOTA; or (iii) the date on which the HOTA is otherwise terminated in accordance with its terms.
- 2.7 The HOTA, which is intended to serve as a framework for negotiations for the definitive shareholders' agreement to be entered into between the JV Parties to regulate their relationship as shareholders of the SPV (the "**Shareholders' Agreement**"), does not create any legally binding obligations on the JV Parties, except for certain provisions relating to, amongst others, exclusivity, confidentiality, costs and expenses and governing law, and is subject to and shall automatically terminate upon the execution of the Shareholders' Agreement.

3. INFORMATION ON THE PARTNERS

*Shareholders of the Company (the "**Shareholders**") should note that information relating to each of the Partners in paragraphs 3.1 to 3.3 below was provided by the respective Partners. Neither the Company, the board of directors of the Company (the "**Directors**") nor the judicial managers of the Company (the "**Judicial Managers**") have independently verified the accuracy and correctness of such information.*

- 3.1 Rawabi is a company incorporated in the Kingdom of Saudi Arabia. The group comprising Rawabi and its subsidiaries is a substantial energy services player in Saudi Arabia which has a total of 19 business units and joint ventures.
- 3.2 Thang Uy is an integrated energy development company focused on developing LNG to power projects, LNG logistics, coal supply & trading solutions in Vietnam. Thang Uy is a developer of LNG-to-power projects, LNG distribution & logistics and coal trading solutions with specific focus on Vietnam.
- 3.3 Neither Rawabi nor Thang Uy holds any shares, directly or indirectly, in the Company, and each of Rawabi and Thang Uy does not have any connection (including business relationships) with any Director or substantial Shareholder of the Company.

4. INTERESTS OF THE JUDICIAL MANAGERS, DIRECTORS AND CONTROLLING SHAREHOLDERS

Save as described under paragraph 6 of the 28 December 2020 Announcement, none of the Judicial Managers and Directors of the Company and, to the best of the knowledge of the Judicial Managers and Directors of the Company, none of the controlling Shareholders of the Company have any interest, direct or indirect, in the MOU and/or the HOTA, other than through their respective directorships and shareholdings in the Company and/or options in the shares of the Company, if any, and (in the case of Raymond Kim Goh) his directorship in the Project Owner.

5. CAUTIONARY STATEMENT

Shareholders should note that there is no certainty or assurance that the Project Owner and the Partners will be selected by the Vietnamese authorities as the investors for the Project, the development, construction and operation of the LNG Power Plant will be undertaken by the Project Owner and the Partners, or that the definitive agreement(s) relating to the Project will be entered into or that the terms and conditions of such definitive agreement(s) will not differ from the broad terms set out in the MOU and/or the HOTA.

The Company will make further announcements, in compliance with the requirements of the Listing Manual of the SGX-ST, when there are material developments in respect of the MOU, the HOTA and the Investment Agreement. Shareholders are advised to read this announcement, the 28 December 2020 Announcement and any further announcements by the Company carefully. Persons who are in doubt as to the action they should take should consult their financial, tax, legal or other professional adviser(s).

By Order of the Judicial Managers
Bob Yap Cheng Ghee
Joint and Several Judicial Manager
17 May 2021

By Order of the Board
Raymond Kim Goh
Chairman
17 May 2021

