

Vallianz Holdings Limited
Co Reg No. 199206945E

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PROPOSED SET-OFF AND SETTLEMENT OF OWINGS OF THE GROUP

1. INTRODUCTION

- 1.1 The board of directors (the “**Board**” or “**Directors**”) of Vallianz Holdings Limited (the “**Company**”, and together with its subsidiaries and associated companies, the “**VHL Group**”) refers to (a) the set-off and settlement agreement dated 24 May 2017 entered into between the Company, Swiber Holdings Limited (Judicial Managers Appointed) (“**SHL**”, and together with its subsidiaries and associated companies (excluding the Company and any other entities within the VHL Group), the “**SHL Group**”) and Swiber Offshore Construction Pte. Ltd. (Judicial Managers Appointed) (“**SOC**”, as amended and supplemented by a supplemental agreement dated 6 November 2017 entered into between the same parties (the “**SHL 2017 SOSA**”); (b) the set-off and settlement agreement dated 24 May 2017 entered into between the Company and Rawabi Holding Company Limited (“**RHCL**”) (the “**RHCL 2017 SOSA**”); (c) the Company’s circulars to the shareholders of the Company (“**Shareholders**”) dated 29 September 2016 and 8 November 2017; and (d) the Company’s announcements dated 3 October 2016, 13 October 2016, 24 May 2017 (the “**May 2017 Announcement**”), 6 July 2017, 6 November 2017, 8 November 2017, 21 November 2017, 25 November 2017, 4 December 2017, 27 December 2017 and 25 November 2019, and 26 December 2019 in respect of, *inter alia*, the matters contemplated in the SHL 2017 SOSA.
- 1.2 (a) The Company had entered into the SHL 2017 SOSA with the view to a comprehensive and holistic approach to settlement of owings as between the VHL Group and SHL Group, on the premise that such settlement would be in the best interests of the VHL Group. As mentioned in the Company’s announcement dated 26 December 2019, the Company, SHL and SOC had mutually agreed in writing to extend the GSO Long Stop Date (as defined in the May 2017 Announcement) to 26 June 2020.
- (b) The Company wishes to update that, as at the date of this Announcement, the GSO Long Stop Date (as defined in the May 2017 Announcement) has passed without the GSO Conditions Precedent (as defined in the May 2017 Announcement) and the Additional SHL Share Issuance Conditions Precedent (as defined in the May 2017 Announcement) being satisfied or waived in accordance with the SHL 2017 SOSA. Accordingly, the relevant provisions under the SHL 2017 SOSA that are applicable to the novations and assignments and Group Set-Off (as defined in the May 2017 Announcement) and the subscription of Additional SHL Shares (as defined in the May 2017 Announcement) by SHL have ceased to have further effect and all obligations and liabilities of the SHL 2017 SOSA under such provisions have ceased.

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- 1.3 The Company had also entered into the RHCL 2017 SOSA with the view to a comprehensive and holistic approach to settlement of all debts then owing by the Company to RHCL, which settlement has been fully effected pursuant to the RHCL 2017 SOSA.
- 1.4 Having undertaken a review of its outstanding debts, and in furtherance of the aforementioned objectives of the SHL 2017 SOSA, and, the Company has on 29 June 2020, entered into the following agreements with a view to settlement of owings as between the SHL Group and the VHL Group not settled pursuant to the SHL 2017 SOSA, and of certain owings to RHCL that had arisen after the RHCL 2017 SOSA :
- (a) a set-off and settlement agreement with SHL and SOC ("**SHL 2020 SOSA**") for (i) the set-off and settlement of part of the Consolidated Owings (as defined in Paragraph 1.5 of this Announcement)(that part of the Consolidated Owings to be settled pursuant to the SHL 2020 SOSA being the Novated VHL Net Owings as defined in Paragraph (B)(1) of Annex 2 to this Announcement) of up to approximately US\$15.5 million (being the Agreed Settlement Amount as defined in Paragraph (A)(1)(c) of Annex 2 to this Announcement) by way of an issue of new ordinary shares ("**Shares**") (being the SHL Subscription Shares as defined in Paragraph (A)(1)(c) of Annex 2 to this Announcement) in the capital of the Company to SHL; and (ii) waiver (being the SHL Debt Waiver as defined in Paragraph (A)(1)(d) of Annex 2 to this Announcement) by SHL in favour of the Company of balance of such Consolidated Owings (being the Excess Novated VHL Net Owings as defined in Paragraph (A)(1)(d) of Annex 2 to this Announcement), subject to and in accordance with the SHL 2020 SOSA;
 - (b) a set-off and settlement agreement with Swiber Corporate Pte. Ltd. (In Creditors' Voluntary Liquidation) ("**SCPL**") ("**SCPL SOSA**") for the set-off and settlement of part of the owings (being the SCPL Debt Conversion Amount as defined in Paragraph 1.8 of this Announcement) by the Company to SCPL, by way of an issue of new Shares (being the SCPL Subscription Shares as defined in Paragraph (C)(1) of Annex 2 to this Announcement) by the Company to SCPL, subject to and in accordance with the SCPL SOSA; and
 - (c) a set-off and settlement agreement with RHCL ("**RHCL 2020 SOSA**") for the set-off and settlement of part of the owings (being the RHCL Debt Conversion Amount as defined in Paragraph 1.9 of this Announcement) by the Company to RHCL, by way of an issue of new Shares (being the RHCL Subscription Shares as defined in Paragraph (D)(1) of Annex 2 to this Announcement) by the Company to RHCL, subject to and in accordance with the RHCL 2020 SOSA.

For the purposes of this Announcement, the issuance of new Shares by the Company pursuant to SHL, RHCL and SCPL pursuant to the SHL 2020 SOSA, RHCL 2020 SOSA and SCPL SOSA respectively shall be collectively referred to as the "**SOSA Share Issuances**".

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- 1.5 In connection with and for the purposes of facilitating the transactions contemplated under the SHL 2020 SOSA, it is a condition precedent to the SHL 2020 SOSA that the Company and SHL enter into a deed of novation and assignment ("**Deed**") (form of which has been agreed as between the Company and SHL under the SHL 2020 SOSA) with (i) certain entities within the VHL Group as set out in Annex 1 to this Announcement ("**Relevant Vallianz Entities**"); and (ii) certain entities within the SHL Group as set out in Annex 1 to this Announcement ("**Relevant Swiber Entities**"), with a view to consolidating – by way of a series of novations and assignments as contemplated under the Deed – owings between Relevant Vallianz Entities and Relevant Swiber Entities into owings between SHL and the Company; and to the extent such owings are consolidated ("**Consolidated Owings**"), for settlement of part of such Consolidated Owings (being the Owings as defined in Paragraph 1.6 of this Announcement) by way of set-off and settlement of the balance thereof subject to and in accordance with the SHL 2020 SOSA.

For the purposes of this Announcement, the SHL 2020 SOSA, the SCPL SOSA, the RHCL 2020 SOSA, and the Deed shall be collectively referred to as the "**Settlement Agreements**".

- 1.6 The owings between Relevant Swiber Entities and Relevant Vallianz Entities subject of consolidation and settlement into the Consolidated Owings under the Deed and the SHL 2020 SOSA comprise owings as at 31 December 2016 ("**Owings**") between entities within the SHL Group and entities within the VHL Group less owings ("**ESE Owings**") to or by certain excluded SHL Group entities¹ (the "**Excluded Swiber Entities**") as at 31 December 2016. There has been no material change to the amount of Owings between 31 December 2016 and the date of this Announcement. Assuming such consolidation is effected to the fullest extent to consolidate such Owings into Consolidated Owings and a set-off is effected in respect of such Consolidated Owings, the net amount owing by the Company to SHL would be US\$34,210,406.31 (being the Novated VHL Net Owings as defined in as defined in Paragraph (B)(1) of Annex 2 to this Announcement).
- 1.7 The ESE Owings amount to US\$27,037,782.02 and have been excluded from settlement under the SHL 2020 SOSA even though the ESE Owings were intended for settlement under the SHL 2017 SOSA because SHL has, since the date of the SHL 2017 SOSA, lost its ability to exercise control over such Excluded Swiber Entities due to, for instance, such Excluded Swiber Entities being in liquidation or under judicial management of which the judicial managers differ from the judicial managers of SHL.

¹ These entities are: (i) Swiber Offshore (India) Private Limited; (ii) Tuscan Offshore Pte. Ltd.; (iii) Swiber UK Limited; (iv) Swiwar Offshore Pte. Ltd.; (v) PT Rajawali Swiber Cakrawala; (vi) Swiber Atlantis Pte. Ltd.; (vii) Holmen Kaizen Ltd; and (viii) Bitachon Limited.

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- 1.8 The owings which are the subject of settlement under the SCPL SOSA amount to US\$543,620.00 (the “**SCPL Debt Conversion Amount**”). The owings by the Company to SCPL, including the SCPL Debt Conversion Amount, relate to, *inter alia*, rental charges, utilities, management fees and operational chargeback amounts incurred pursuant to a sublease agreement entered into between the Company and SCPL dated 9 May 2016 (“**SCPL Sublease Agreement**”). The SCPL Conversion Amount is subject of settlement under the SCPL SOSA by way of issuance of new Shares by the Company to SCPL. The SCPL Sublease Agreement had expired on 8 May 2019.
- 1.9 The owings by the Company to RHCL as at 30 September 2019 was US\$65,959,575.00 (“**RHCL Aggregate Owings**”) in aggregate and are unrelated to the owings which were the subject of and had been settled pursuant to the RHCL 2017 SOSA. The owings by the Company to RHCL subject of settlement under the RHCL 2020 SOSA by way of issuance of new Shares by the Company to RHCL comprise US\$26,300,000.00 (the “**RHCL Debt Conversion Amount**”) of the RHCL Aggregate Owings. The remainder of the RHCL Aggregate Owings not subject of settlement under the RHCL 2020 SOSA will remain outstanding and payable by the Company to RHCL.
- 1.10 It is intended that the SOSA Share Issuances, to the extent undertaken, do not result in:
- (a) the aggregate voting rights of SHL and its subsidiaries and associated companies (including without limitation SCPL) in the Company amounting to 30% or more; and
 - (b) the voting rights of RHCL in the Company falling below 50% and RHCL losing its majority shareholding interests in the Company,
- so as not to trigger any obligations for mandatory offers under the Singapore Code on Take-Overs and Mergers (“**Code**”), while at all times maintaining the minimum percentage of Shares held by the public as required under the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) Listing Manual Section B: Rules of Catalist (“**Catalist Rules**”) post-such issuance.
- 1.11 The Company will be seeking specific approval – to the extent required under the Catalist Rules (in particular Chapter 8 and 9 thereof) – from Shareholders at the extraordinary general meeting to be convened by the Company (the “**EGM**”) for the SOSA Share Issuances and transactions contemplated under the Settlement Agreements.

2. ABOUT SHL, SCPL and RHCL

- 2.1 SHL is a controlling shareholder of the Company holding 115,102,345 Shares representing approximately 20.58% of the Company’s total issued Shares. SHL is a company incorporated in Singapore and is listed on the Mainboard of the SGX-ST. SHL is currently under judicial management.

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2.2 SCPL is a wholly-owned subsidiary of SHL, and is currently in creditors' voluntary liquidation.

2.3 RHCL is a controlling shareholder of the Company holding 317,560,389 Shares representing approximately 56.77% of the Company's total issued and paid-up Shares. RHCL is a company incorporated in the Kingdom of Saudi Arabia.

3. PRINCIPAL TERMS OF THE SETTLEMENT AGREEMENTS

A summary of the principal terms of each of the Settlement Agreements are set out in Annex 2 to this Announcement, and terms used in this Announcement, unless otherwise defined herein, shall have the meaning as ascribed thereto in Annex 2 to this Announcement.

For the purposes of this Announcement, the SOSA Share Issuances and the set-off and settlement arrangements in connection therewith under the Settlement Agreements shall collectively be referred to as the "**2020 SOSA Arrangements**".

4. AGREED ISSUE PRICE FOR SOSA SHARE ISSUANCES

4.1 The issue price (being the Agreed Issue Price as defined in Paragraph (A)(1)(c) of Annex 2 to this Announcement) for each of the SHL Subscription Shares, RHCL Subscription Shares and SCPL Subscription Shares, of S\$0.09, represents a premium of approximately 50% to the volume weighted average price of S\$0.06 for trades done on the Catalist on 18 June 2020, being the last full market day on which Shares were traded prior to the signing of the SHL 2020 SOSA, RHCL 2020 SOSA and SCPL SOSA.

For purposes of calculating the number of SHL Subscription Shares, RHCL Subscription Shares and SCPL Subscription Shares to be issued under the Settlement Agreements, parties to the respective agreements have agreed to use an agreed exchange rate of US\$1.00 : S\$1.3878 ("**Agreed Exchange Rate**"), which was the agreed exchange rate under the SHL 2017 SOSA. For reference, the US\$: S\$ exchange rate as at the date of this Announcement is US\$1 : S\$1.3922².

4.2 There is no placement agent appointed for the purpose of the SOSA Share Issuances.

5. RATIONALE FOR THE ISSUANCE OF THE ADDITIONAL SHARES AND USE OF PROCEEDS

SHL Subscription Shares

² Extracted from Bloomberg as at the date of this Announcement.

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- 5.1 The rationale of the issue of the SHL Subscription Shares and the SHL Subscription And Set-Off and Settlement Arrangement is to further the objectives of the SHL 2017 SOSA where owings as between the VHL Group and SHL Group would be settled via the issuance of Shares to SHL and, together with the SHL Debt Waiver, would comprise a holistic solution to the settlement of Owings as between the VHL Group and SHL Group.
- 5.2 Based on the Maximum Subscription Scenario (as defined in Paragraph 7.1 of this Announcement), the aggregate amount of proceeds from the allotment and issue of all the 238,337,380 SHL Subscription Shares will be approximately S\$21.5 million (amounting to approximately US\$15.5 million based on the Agreed Exchange Rate), which shall be fully set-off and settled against the Novated VHL Net Owings on the SHL Subscription Completion Date. The actual aggregate amount of proceeds from the allotment and issue of the SHL Subscription Shares is dependent on a variety of factors, including but not limited to the extent of Novations and Assignments effected by the Relevant Vallianz Entities and Relevant Swiber Entities, and correspondingly the Novated VHL Net Owings.

SCPL Subscription Shares

- 5.3 The rationale of the issue of the SCPL Subscription Shares and SCPL Subscription And Set-Off and Settlement Arrangement is to set-off and settle the SCPL Debt Conversion Amount, whilst conserving cash reserves of the VHL Group.
- 5.4 The aggregate amount of proceeds from the allotment and issue of all of the 8,382,620 SCPL Subscription Shares will be approximately S\$0.8 million (amounting to approximately US\$0.5 million based on the Agreed Exchange Rate), which shall be fully set-off and settled against the SCPL Debt Conversion Amount on the SCPL Subscription Completion Date.

RHCL Subscription Shares

- 5.5 The rationale of the issue of the RHCL Subscription Shares and RHCL Subscription And Set-Off and Settlement Arrangement is to fully set-off and settle the RHCL Debt Conversion Amount.
- 5.6 The aggregate amount of proceeds from the allotment and issue of all of the 405,546,000 RHCL Subscription Shares will be approximately S\$36.5 million (amounting to approximately US\$26.3 million based on the Agreed Exchange Rate), which shall be fully set-off and settled against the RHCL Debt Conversion Amount on the RHCL Subscription Completion Date.

Directors' Opinion

- 5.7 The Directors are of the opinion that, after taking into consideration the VHL Group's present banking facilities and the 2020 SOSA Arrangements, the working capital available to the VHL Group is

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sufficient to meet its present requirements, and that the 2020 SOSA Arrangements are in the best interests of the Company.

6. STATUS OF THE SHL SUBSCRIPTION SHARES, SCPL SUBSCRIPTION SHARES AND RHCL SUBSCRIPTION SHARES

- 6.1 The SHL Subscription Shares, SCPL Subscription Shares and RHCL Subscription Shares, when allotted and issued, shall be free from all claims, charges, liens and other encumbrances whatsoever and shall rank *pari passu* in all respects with the Shares existing as at the date of issue and allotment of the SHL Subscription Shares, SCPL Subscription Shares and RHCL Subscription Shares, save that they will not rank for any dividends, rights, allotments other distributions, the record date in respect of which falls on or prior to such issue and allotment.
- 6.2 The Catalyst sponsor of the Company, Provenance Capital Pte. Ltd., will be making an additional listing application for and on behalf of the Company to the SGX-ST for the listing and quotation of the SHL Subscription Shares, SCPL Subscription Shares and RHCL Subscription Shares on the Catalyst. The Company will make the necessary announcement upon receipt of the approval in-principle from the SGX-ST for the listing and quotation of the SHL Subscription Shares, RHCL Subscription Shares and SCPL Subscription Shares.

7. FINANCIAL EFFECTS OF THE SOSA SHARE ISSUANCES AND SET-OFF AND SETTLEMENT ARRANGEMENTS

- 7.1 Assuming that the (i) Novations and Assignments (on a Full Novation basis); (ii) Group Set-Off; and (iii) 2020 SOSA Arrangements have been completed, and all of the SHL Subscription Shares, SCPL Subscription Shares and RHCL Subscription Shares have been issued ("**Maximum Subscription Scenario**"), the existing issued number of Shares will increase by approximately 116.61% from 559,354,434 Shares (as at the date of this Announcement) to 1,211,620,434 Shares.
- 7.2 Based on the latest unaudited consolidated financial statements of the Group for the second quarter ended 30 September 2019 ("**2Q2020**") as announced by the Company on 14 November 2019, the financial effects of the Maximum Subscription Scenario on (i) the net tangible assets ("**NTA**") per Share of the VHL Group (assuming that the matters contemplated under the Maximum Subscription Scenario had been all completed at the end of 2Q2020); and (ii) the earnings per Share ("**EPS**") of the VHL Group (assuming that the matters contemplated under the Maximum Subscription Scenario had been completed at the beginning of 2Q2020), are as follows:

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	For the half year ended 30 September 2019 (latest announced consolidated financial statements)	After SOSA Share Issuances under a Maximum Subscription Scenario
NTA (US\$ '000)	184,273	184,816 ⁽¹⁾
Profit after tax attributable to Shareholders (US\$ '000)	599	599 ⁽²⁾
NTA per Share (US cents)	32.94	15.25
Number of Shares excluding treasury shares ('000)	559,352	1,211,620
EPS (US cents)	0.11	0.07
Weighted average number of Shares ('000)	559,352	885,487

Notes:

- (1) There is no material change in NTA as the amount of owings to SHL and RHCL are already classified as equity in the VHL Group's consolidated Statement of Financial Position as at 30 September 2019.
- (2) There is no change in profit after tax attributable to Shareholders as the net cost of the SOSA Share Issuances which comprises substantially the net waiver of owings by the Company is expected to be set off against the issuance of SHL Subscription Shares to SHL under the SHL 2020 SOSA.

7.3 The financial effects of the SOSA Share Issuances and set-off and settlement arrangements in connection therewith on the VHL Group are for illustrative purposes only and are, therefore, not indicative of the actual financial performance or position of the VHL Group after the completion of the SOSA Share Issuances and 2020 SOSA Arrangements under the Maximum Subscription Scenario.

8. INTERESTED PERSON TRANSACTIONS

8.1 On the basis of:

- (a) the Company being an "entity at risk" within the meaning of the Catalist Rules; and

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- (b) SHL and RHCL being “interested persons” within the meaning of the Catalist Rules and SCPL being considered by SGX-ST to be an “interested person” within the meaning of the Catalist Rules,

the transactions contemplated under the Settlement Agreements may be regarded to be “interested person transactions” within the meaning of Chapter 9 of the Catalist Rules.

- 8.2 The Company will be seeking Shareholders’ approval at the EGM for, *inter alia*, each of the following to the extent required under the Catalist Rules:

- (a) the SHL Subscription And Set-Off and Settlement Arrangement and (to the extent an “interested person transaction” for purposes of Chapter 9 of the Catalist Rules) the SCPL Subscription And Set-Off and Settlement Arrangement³, which involves, based on the Maximum Subscription Scenario, an aggregate value which amounts to 5% or more of the latest audited consolidated NTA of the VHL Group as at 31 March 2019; and
- (b) the RHCL Subscription And Set-Off and Settlement Arrangement, which involves an aggregate value of which amounts to 5% or more of the latest audited consolidated NTA of the VHL Group as at 31 March 2019.

- 8.3 The Company will also be seeking Shareholders’ approval at the EGM for a ratification of the SCPL Sublease Agreement. The SCPL Sublease Agreement was entered into 9 May 2016 when the general mandate for interested person transactions between the Company and SHL was in force, but such general mandate had subsequently not been renewed since the Company’s annual general meeting on 7 July 2017.

- 8.4 The Company will also be consulting the SGX-ST on whether the ESE Owings Waiver (as defined in Paragraph (A)(4) of Annex 2 of this Announcement) ought to be considered “interested persons transactions” within the meaning of Chapter 9 of the Catalist Rules, and if so and to the extent required under the Catalist Rules, will make such further announcements in relation to, and seek Shareholders’ approval at the EGM for the ESE Owings Waiver.

³ As SCPL is an associate of SHL, SHL and SCPL are by reason of SHL’s ownership of SCPL deemed to be the “same interested person” within the meaning of Chapter 9 of the Catalist Rules. However, SHL is no longer in control of SCPL and the Company will be consulting the SGX-ST on whether SCPL should still be deemed the “same interested person” vis-à-vis SHL. If so, the SHL Subscription And Set-Off and Settlement Arrangement and the SCPL Subscription And Set-Off and Settlement Arrangement will accordingly be aggregated for purposes of compliance with of Chapter 9 of the Catalist Rules.

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9. INDEPENDENT FINANCIAL ADVISER

In respect of the interested person transactions as described in Paragraph 8 of this Announcement, and to the extent required under the Catalist Rules, the Company will be appointing an independent financial adviser to advise the Directors of the Company in respect of the transactions contemplated under the Settlement Agreements.

10. DOCUMENTS AVAILABLE FOR INSPECTION

The SHL 2020 SOSA, SCPL SOSA and RHCL 2020 SOSA shall be made available at the registered office of the Company for inspection by the shareholders and/or any relevant authority under applicable law and Catalist Rules, for up to and including the date falling three (3) months from the date hereof.

11. NO PROSPECTUS, OFFER DOCUMENT OR OFFER INFORMATION STATEMENT TO BE ISSUED

The SOSA Share Issuances will be undertaken in reliance on the exemption under Section 272B of the Securities and Futures Act (Chapter 289) of Singapore. As such, no prospectus, offer document or offer information statement will be lodged with the SGX-ST acting as agent on behalf of the Monetary Authority of Singapore in connection with the SOSA Share Issuances.

12. INTERESTS OF DIRECTORS

Save for Sheikh Abdulaziz Ali AlTurki, the non-executive chairman and Director of the Company, who is interested in the RHCL 2020 SOSA by virtue of his interests in RHCL, none of the Directors has any interest, direct or indirect, in any of the transactions contemplated under the Settlement Agreements (other than arising from their shareholdings in the Company, if any).

13. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Announcement and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Announcement constitutes full and true disclosure of all material facts about the transactions contemplated under the Settlement Agreements, the Company and its subsidiaries and the Directors are not aware of any facts the omission of which would make any statement in this Announcement misleading. Where information in this Announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Announcement in its proper form and context.

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14. TRADING CAUTION

Shareholders and potential investors of the Company are advised to read this Announcement and any further announcements by the Company carefully. Shareholders of the Company are advised to refrain from taking any action in respect of their securities in the Company that may be prejudicial to their interests, and to exercise caution when dealing in the securities of the Company. In the event of any doubt, shareholders of the Company should consult their stockbrokers, bank managers, solicitors, accountants or other professional advisers.

BY ORDER OF THE BOARD

Ling Yong Wah
Chief Executive Officer
29 June 2020

*This Announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, Provenance Capital Pte. Ltd. ("**Sponsor**"), for compliance with the Catalist Rules. The Sponsor has not verified independently the contents of this Announcement.*

This Announcement has not been examined or approved by the SGX-ST. The Sponsor and the SGX-ST assume no responsibility for the contents of this Announcement, including the accuracy, completeness or correctness of any of the information, statements or opinions made or reports contained in this Announcement.

*The contact person for the Sponsor is Ms. Wong Bee Eng, Chief Executive Officer, at 96 Robinson Road, #13-01, SIF Building, Singapore 068899.
Telephone: (65) 6227 1580 Email: wongbe@provenancecapital.com*

ANNEX 1

Relevant Vallianz Entities and Relevant Swiber Entities

<u>S/N</u>	<u>Relevant Vallianz Entities</u>	<u>Relevant Swiber Entities</u>
1.	Hamilton Offshore Services Pte Ltd	Equatoriale Services Pte. Ltd. (In Creditors' Voluntary Liquidation)
2.	Holmen Arctic Pte Ltd	Meadsea Services B.V. (In Liquidation)
3.	Holmen Atlantic Pte Ltd	PAPE Engineering Pte. Ltd.
4.	Holmen Heavylift Offshore Pte Ltd	PT PAPE Indonesia
5.	Holmen Pacific LLC	Resolute Offshore Pte. Ltd.
6.	Jetlee Shipbuilding & Engineering Pte Ltd	Swiber Corporate Pte. Ltd. (In Creditors' Voluntary Liquidation)
7.	Jubilee Travel Pte Ltd	Swiber Engineering Ltd (In Creditors' Voluntary Liquidation)
8.	Newcruz Shipbuilding & Engineering Pte Ltd	Swiber Holdings Limited (Judicial Managers Appointed)
9.	OER Services Ltd	Swiber Marine Mexico S.A. DE C.V.
10.	Offshore Engineering Resources Mexico, S.A. De C.V.	Swiber Offshore Construction Pte. Ltd. (Judicial Managers Appointed) – Swiber Offshore Construction Pte. Ltd Branch (Brunei)
11.	Offshore Engineering Resources Pte Ltd	Swiber Offshore Marine Pte. Ltd. (In Creditors' Voluntary Liquidation)
12.	Offshore Supply Resources Mexico Sa De Cv	Swiber Offshore Mexico S.A. DE C.V.
13.	PT United Sindo Perkasa	Southsea Marine Pte. Ltd. (In Liquidation)
14.	Resolute Pte Ltd	Southsea Offshore Pte. Ltd.
15.	Samson Engineering Limited	Whitmer Offshore Pte. Ltd.
16.	Vallianz Corporate Services Pte Ltd	Alam Swiber DLB 1 (L) Inc.
17.	Vallianz Marine Mexico Sa De Cv	Rawabi Swiber Offshore Services Limited
18.	Vallianz Offshore Marine Pte Ltd	Rawabi Swiber Offshore Marine Pte. Ltd.
19.	Vallianz Shipbuilding & Engineering Pte Ltd	
20.	Vallianz Offshore Capital Sa De Cv	
21.	Rawabi Vallianz Offshore Services Co. Ltd.	
22.	PT Vallianz Offshore Maritim	

ANNEX 2

Principal Terms of the Settlement Agreements

(A) <u>SHL 2020 SOSA</u>	
(1)	Pursuant to and subject to the terms of the SHL 2020 SOSA, the Company, SHL and SOC have agreed, amongst others, as follows: <u>Partial Novation</u> (a) in the event Full Novation cannot be undertaken on the date on which completion of the subscription for the SHL Subscription Shares takes place ("SHL Subscription Completion Date"), SHL and the Company shall discuss in good faith to determine whether the parties can proceed with the novations and/or assignments of some (and not all) of the Owings in accordance with the terms of the Deed on the SHL Subscription Completion Date ("Partial Novation"); <u>Group Set-Off</u> (b) upon Full Novation or Partial Novation (as the case may be) being effected on the SHL Subscription Completion Date in accordance with the Deed, to effect a set-off between the Novated VHL Group Owings and the Novated SHL Group Owings such that save for the Novated VHL Net Owings arising from such Novations and Assignments, neither the Company nor SHL shall have any claim against each other in respect of the Novated VHL Group Owings and Novated SHL Group Owings (the "Group Set-Off"); <u>Issuance of SHL Subscription Shares and Set-Off and Settlement against Novated VHL Net Owings</u> (c) subject to the fulfillment or waiver of the SSI Conditions Precedent, SHL shall subscribe for, and the Company shall issue to SHL, such number of new Shares ("SHL Subscription Shares") at S\$0.09 (the "Agreed Issue Price") for each SHL Subscription Share to the extent of US\$15,456,380.00 (the "Agreed Settlement Amount"), and the aggregate issue price payable by SHL for the SHL Subscription Shares shall be fully set-off and settled against the Novated VHL Net Owings arising from the Full Novation

	or Partial Novation (as the case may be) to the extent of the Agreed Settlement Amount on the date of issuance of the SHL Subscription Shares; and <u>Waiver of Excess Novated VHL Net Owings</u> (d) following the issuance by the Company of the SHL Subscription Shares to SHL on the SHL Subscription Completion Date, in the event there is any amount of Novated VHL Net Owings arising from the Full Novation or Partial Novation (as the case may be) which is in excess of the Agreed Settlement Amount ("Excess Novated VHL Net Owings"), such Excess Novated VHL Net Owings shall be waived ("SHL Debt Waiver") by SHL on the date of listing and quotation of the SHL Subscription Shares on the Catalist board of the SGX-ST ("Catalist") ("SHL Relevant Settlement Date"), which the Company shall procure to be within five (5) business days after the SHL Subscription Completion Date. For purposes of this Announcement, such subscription, set-off and settlement, and waiver as contemplated in sub-paragraphs (c) and (d) above shall be collectively referred to as the "SHL Subscription And Set-Off and Settlement Arrangement".
(2)	<u>SSI Conditions Precedent</u> The SHL Subscription And Set-Off and Settlement Arrangement is conditional upon the conditions precedent applicable thereto, as summarised in Column A of the table in Annex 3 to this Announcement ("SSI Conditions Precedent"), being satisfied, or waived in accordance with the SHL 2020 SOSA.
(3)	<u>SHL Long Stop Date</u> In the event that: (a) any of the SSI Conditions Precedent (save for the SSI Conditions Precedent referred to in sub-paragraph (b) below)) is not fulfilled or waived (as the case may be) in accordance with the SHL 2020 SOSA on or before the date falling six (6) months after the date of the SHL 2020 SOSA (or such other date as the Parties may mutually agree in writing) ("SHL Long Stop Date"); or (b) any of the SSI Conditions Precedent relating to relating to: (i) the RHCL Subscription And Set-Off and Settlement Arrangement; (ii) the Company remaining as an associated company (as defined in the Listing Manual of the SGX-ST ("Listing Manual")) of SHL; and (iii) the undertaking of the Novations and Assignments and Group Set Off, is not fulfilled or waived (as the case may

	be) in accordance with the SHL 2020 SOSA on or before the date falling five (5) days after the SSI Conditions Precedent referred to in sub-paragraph (a) above are fulfilled or waived (as the case may be) in accordance with the SHL 2020 SOSA, the SHL 2020 SOSA (other than the agreed surviving provisions) shall lapse and terminate and cease to have further effect.
(4)	<u>Waiver of owings of each of the Excluded Swiber Entities to the relevant VHL Group entities as at 31 December 2016</u> In connection with the completion of the SOSA Share Issuance by the Company of new Shares to SHL under the SHL 2020 SOSA, the Company has agreed to procure that certain VHL Group entities waive approximately US\$27 million in owings by the Excluded Swiber Entities to such VHL Group entities, to the extent such owings are not reasonably recoverable from such Excluded Swiber Entities (“ESE Owings Waiver”).
(5)	<u>Reservation of and no prejudice to rights of the Company and SHL</u> Nothing in the SHL 2020 SOSA nor its termination shall prejudice, affect or vary (a) the parties’ respective legal positions regarding the Netting Off Practice (if any); or (b) the rights of the VHL Group entities and the SHL Group entities in respect of or arising under the Netting Off Practice (if any), which are expressly reserved by the VHL Group entities and the SHL Group entities, unless the settlement of all owings between the SHL Group and the VHL Group is fully effected by the SHL 2020 SOSA. For the purposes of this Announcement, “Netting Off Practice” refers to the practice, as described by the Company in its announcement dated 31 August 2016, of conducting business on an extended credit basis as well as a netting off basis which includes the netting off of owings as between VHL Group entities and SHL Group entities.
(6)	<u>Additional undertakings to SHL</u> The Company undertakes to SHL (“SHL Undertakings”) that: (1) for the period from (and including) the date of the SHL 2020 SOSA up to (and including) (i) the SHL Subscription Completion Date or (ii) the date of termination of the SHL 2020 SOSA pursuant to the terms therein (whichever is earlier), the Company shall not, and with respect of sub-paragraph (c) below shall procure that no other entity shall, without the prior written consent of SHL, do any of the following:

	(a) allot or issue, or agree to allot or issue, any new share(s), if the issue price per share is less than the Agreed Issue Price; (b) grant, or agree to grant, any rights, options, warrants or other rights to subscribe for or purchase or otherwise acquire any new share(s), if the issue price per share is less than the Agreed Issue Price; (c) issue, sell or distribute, or agree to issue, sell or distribute, any securities which by their terms of issue carry rights of conversion into, or exchange or subscription for, shares at a consideration per share which is less than the Agreed Issue Price, or effect or agree to effect any modification of rights of conversion, exchange or subscription attaching to any securities which carry rights of conversion into, or exchange or subscription for, shares such that the consideration per share (for the number of shares available on conversion, exchange or subscription following the modification) is less than the Agreed Issue Price; (d) issue, sell or distribute, or agree to issue, sell or distribute any securities (other than those mentioned in sub-paragraphs (a), (b) and (c) above), at a price which is less than the Agreed Issue Price; or (e) effect, or agree to effect, any consolidation, subdivision or reclassification of any of its shares. (2) the Company shall not do anything or take any action(s) that will result in the Company ceasing to be an associated company (as defined in the Listing Manual) of SHL as at (i) the SHL Subscription Completion Date and (ii) the SHL Relevant Settlement Date.
<u>(B) Deed</u>	
(1)	Under the terms of the Deed if entered into, it is intended that the Company, SHL, the Relevant Vallianz Entities and the Relevant Swiber Entities shall, amongst others, effect the novations and/or assignments of the Owings of the Relevant Vallianz Entities to any Relevant Swiber Entity and the Owings of the Relevant Swiber Entities to any Relevant Vallianz Entity, such that: (a) the Company (i) assumes the liability for all such Owings of the Relevant Vallianz Entities to any Relevant Novation Swiber Entity ("Novated VHL Group Owings"), and (ii) assumes the benefit of all such Owings of the Relevant Swiber Entities to any Relevant Vallianz Entity ("Novated SHL Group Owings"); and (b) SHL (i) assumes the liability for the Novated SHL Group Owings and (ii) assumes the benefit of the Novated VHL Group Owings,

	on the terms and subject to the conditions set out in the Deed (collectively, the “Novations and Assignments” and each such Novation and Assignment by a Relevant Vallianz Entity or Relevant Swiber Entity referred to as an “Individual Novation and Assignment”). For the purposes of this Announcement: (1) “Novated VHL Net Owings” shall refer to the amount by which the Novated VHL Group Owings exceeds the Novated SHL Group Owings; and (2) “Full Novation” shall refer to the scenario where each of the Relevant Vallianz Entities and Relevant Swiber Entities are able to fully novate and/or assign all such Owings in accordance with the terms of the Deed.
(2)	<u>GSO Conditions Precedent</u> Each of (i) the Novations and Assignments and (ii) the Group Set-Off are conditional upon the conditions precedent applicable thereto, as summarized in Column B of the table in Annex 3 to this Announcement (“GSO Conditions Precedent”), being satisfied, or waived in accordance with the Deed.
(C) <u>SCPL SOSA</u>	
(1)	<u>Issuance of Additional SCPL Shares and Set-Off and Settlement against SCPL Debt Conversion Amount</u> Subject to the fulfillment or waiver of the SCPL Conditions Precedent, SCPL shall subscribe for, and the Company shall issue to SCPL, such number of new Shares (“SCPL Subscription Shares”) at the Agreed Issue Price for each SCPL Subscription Share to the extent of the SCPL Debt Conversion Amount, and the aggregate issue price payable by SCPL for the SCPL Subscription Shares shall be fully set-off and settled against the SCPL Debt Conversion Amount on the date of issuance of the SCPL Subscription Shares to SCPL (“SCPL Subscription Completion Date”) (such subscription and set-off and settlement collectively referred to as the “SCPL Subscription And Set-Off and Settlement Arrangement”).
(2)	<u>SCPL Conditions Precedent</u>

	The SCPL Subscription And Set-Off and Settlement Arrangement is conditional upon the conditions precedent applicable thereto, as summarized, in Column C of the table in Annex 3 to this Announcement (“ SCPL Conditions Precedent ”) being satisfied, or waived in accordance with the SCPL SOSA.
(3)	<u>SCPL Long Stop Date</u> In the event that: (a) any of the SCPL Conditions Precedent (save for the SCPL Condition Precedent relating to the subscription by SHL of the SHL Subscription Shares) is not fulfilled or waived (as the case may be) in accordance with the SCPL SOSA on or before the date falling six (6) months after the date of the SCPL SOSA (or such other date as the Parties may mutually agree in writing); or (b) any of the SCPL Conditions Precedent are not fulfilled, or waived (as the case may be) in accordance with the SCPL SOSA, on the SHL Subscription Completion Date; the SCPL SOSA (other than the agreed surviving provisions) shall lapse and terminate and cease to have further effect.
(D) <u>RHCL 2020 SOSA</u>	
(1)	<u>Issuance of Additional RHCL Shares and Set-Off and Settlement against RHCL Debt Conversion Amount</u> Subject to the fulfillment or waiver of the RHCL Conditions Precedent, RHCL shall subscribe for, and the Company shall issue to RHCL, such number of new Shares (“RHCL Subscription Shares”) at the Agreed Issue Price for each RHCL Subscription Share to the extent of the RHCL Debt Conversion Amount, and the aggregate issue price payable by RHCL for the RHCL Subscription Shares shall be fully set-off and settled against the RHCL Debt Conversion Amount on the date of the issuance of the Subscription Shares to RHCL (“RHCL Subscription Completion Date”) (such subscription and set-off and settlement collectively referred to as the “RHCL Subscription And Set-Off and Settlement Arrangement”).
(2)	<u>RHCL Conditions Precedent</u>

	The RHCL Subscription And Set-Off and Settlement Arrangement is conditional upon the conditions precedent applicable thereto, as summarized in Column D of the table in Annex 3 to this Announcement ("RHCL Conditions Precedent"), being satisfied, or waived in accordance with the RHCL 2020 SOSA.
(3)	<u>RHCL Long Stop Date</u> In the event that: (a) any of the RHCL Conditions Precedent (save for the RHCL Condition Precedent relating to the subscription by SHL of the SHL Subscription Shares) is not fulfilled or waived (as the case may be) in accordance with the RHCL 2020 SOSA on or before the date falling six (6) months after the date of the RHCL 2020 SOSA (or such other date as the Parties may mutually agree in writing); or (b) any of the RHCL Conditions Precedent are not fulfilled, or waived (as the case may be) in accordance with the RHCL 2020 SOSA, on the SHL Subscription Completion Date; the RHCL 2020 SOSA (other than the agreed surviving provisions) shall lapse and terminate and cease to have further effect.
(4)	<u>RHCL Corporate Actions Undertaking</u> The Company undertakes to RHCL ("RHCL Undertaking") that for the period from (and including) the date of the RHCL 2020 SOSA up to (and including) (i) the RHCL Subscription Completion Date or (ii) the date of termination of the RHCL 2020 SOSA pursuant to the terms therein (whichever is earlier), the Company shall not, and with respect of sub-paragraph (c) below shall procure that no other entity shall, without the prior written consent of RHCL, do any of the following: (a) allot or issue, or agree to allot or issue, any new share(s), if the issue price per share is less than the Agreed Issue Price; (b) grant, or agree to grant, any rights, options, warrants or other rights to subscribe for or purchase or otherwise acquire any new share(s), if the issue price per share is less than the Agreed Issue Price; (c) issue, sell or distribute, or agree to issue, sell or distribute, any securities which by their terms of issue carry rights of conversion into, or exchange or subscription for, shares at a consideration per share which is less than the Agreed Issue Price, or effect or

	agree to effect any modification of rights of conversion, exchange or subscription attaching to any securities which carry rights of conversion into, or exchange or subscription for, shares such that the consideration per share (for the number of shares available on conversion, exchange or subscription following the modification) is less than the Agreed Issue Price; (d) issue, sell or distribute, or agree to issue, sell or distribute any securities (other than those mentioned in sub-paragraphs (a), (b) and (c) above), at a price which is less than the Agreed Issue Price; or (e) effect, or agree to effect, any consolidation, subdivision or reclassification of any of its shares.
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ANNEX 3

The table below sets out a indicative summary of the conditions precedents applicable to the transactions contemplated under the Settlement Agreements as described in the Announcement (each a “**Subject Transaction**”), as indicated by a “X” against the respective columns.

In the table, the conditions precedent:

- (a) in respect of **Column A**, comprise(s) the SSI Conditions Precedent as set out in the SHL 2020 SOSA;
- (b) in respect of **Column B**, comprise(s) the GSO Conditions Precedent as set out in the Deed;
- (c) in respect of **Column C**, comprise(s) SCPL Conditions Precedent as set out in the SCPL SOSA; and
- (d) in respect of **Column D**, comprise(s) the RHCL Conditions Precedent as set out in the RHCL 2020 SOSA.

No.	Description of conditions precedent	Subject Transaction(s) in respect of:			
		A	B	C	D
1.	The approval of the shareholders of SHL for the Subject Transaction (if required) being obtained at an extraordinary general meeting to be convened by SHL and such shareholders’ approval remaining in full force and effect and not having been revoked or varied.	X	X	X	
2.	The approval of the shareholders of the Company for the Subject Transaction (if required), being obtained at an extraordinary general meeting to be convened by the Company, and such shareholders’ approval remaining in full force and effect and not having been revoked or varied.	X		X	X
3.	All approvals, consents and/or waivers from any third parties (including without limitation any regulatory authorities and any creditors of the relevant other party/ies to the Subject Transaction, and the board of directors, Committee of Inspection (where applicable) or any liquidators of such relevant other party/ies) for the Subject Transaction (if required) which the Swiber party in its sole and absolute discretion considers to be necessary or desirable, being granted to such Swiber party, and where any such approvals, consents and/or waivers are subject to conditions, such conditions being acceptable to such Swiber party, and if such conditions are required to be fulfilled before undertaking the Subject Transaction, such conditions being fulfilled before the Subject Transaction, and such approvals, consents and/or waivers not being amended and remaining valid and in full force and effect.	X ⁽¹⁾⁽²⁾	X ⁽¹⁾⁽²⁾	X ⁽¹⁾⁽²⁾	
4.	The Subject Transaction not being prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected by any statute, law, order, rule, regulation, ruling, directive, decision or request promulgated or made, whether or not having the force of law, by any court or legislative, executive or regulatory body or authority (including without limitation the SGX-ST).	X	X	X	X

5.	The approval by the SGX-ST for the listing and quotation of the subscription shares issued to be issued by the Company under the Subject Transaction, on the Catalyst, being granted, and where such approval is subject to conditions, such conditions being acceptable to the Company and the relevant other party and being fulfilled, and such approval remaining valid and in full force and effect.	X ⁽³⁾		X ⁽³⁾	X
6.	In the event that trading in the Company's Shares shall at any time prior to the completion of the share subscription contemplated under the Subject Transaction be suspended for any reason whatsoever, such suspension being lifted on or before such subscription or in the event the lifting of such suspension is subject to conditions prescribed by the SGX-ST, such conditions being fulfilled.	X		X	X
7.	The RHCL 2020 SOSA not being amended and remaining in full force and effect, and RHCL and the Company complying with all the terms of the RHCL 2020 SOSA.	X			
8.	The SHL 2020 SOSA not being amended and remaining in full force and effect, and SHL and the Company complying with all the terms of the SHL 2020 SOSA.				X
9.	The issuance of the RHCL Subscription Shares to RHCL pursuant to the RHCL 2020 SOSA taking place concurrently with the issuance of the SHL Subscription Shares to SHL, and the set-off and settlement of the RHCL Debt Conversion Amount being fully effected upon such issuance of the RHCL Subscription Shares to RHCL such that none of the RHCL Debt Conversion Amount remains outstanding.	X			
10.	The issuance of the SHL Subscription Shares to SHL pursuant to the SHL 2020 SOSA taking place concurrently with the issuance of the RHCL Subscription Shares to RHCL.				X
11.	None of the relative figures in respect of (i) the subscription by Swiber party of the subscription Shares pursuant to the Subject Transaction and/or (ii) any other transactions contemplated or effected under or in connection with the Settlement Agreements, as computed on the bases set out in Rule 1006 of the Listing Manual pursuant to the rules set out in Chapter 10 of the Listing Manual, whether individually or on an aggregated basis as the SGX-ST may require, being 100% or more, from the perspective of SHL.	X ⁽²⁾	X ⁽⁷⁾	X ⁽²⁾	
12.	That no order has been made, petition presented, resolution passed or meeting convened for the winding-up, judicial management or dissolution of the Company.	X ⁽⁴⁾	X ⁽⁶⁾	X	X
13.	No person has been appointed as a receiver (including an administrative receiver), liquidator, judicial manager, administrator, or similar officer in respect of the whole or any part of the business of the Company or the assets of the Company.	X ⁽⁴⁾	X ⁽⁶⁾	X	X

14.	That save to the extent contemplated under the Subject Transaction and the Settlement Agreements, no composition in satisfaction of the debts of the Company, or scheme of arrangement of its affairs, or compromise or arrangement between it and its creditors and/or members or any class of its creditors and/or members, (other than any such composition, scheme of arrangement, compromise or arrangement between the Company and its creditors or any class of its creditors which will not or will not reasonably be expected to affect the Company's performance of or compliance with its obligations under the Subject Transaction and the Settlement Agreements) has been proposed, sanctioned or approved and no court application for any moratorium (interim or otherwise) has been made in relation to any proposed scheme of arrangement.	X	X ⁽⁶⁾	X	X
15.	That no distress order, execution or other process has been levied or applied for in respect of the whole or any part of the assets of the Company.	X ⁽⁴⁾	X ⁽⁶⁾	X	X
16.	That (i) the Company remains as an associated company (as defined in the Listing Manual) of SHL as at the SHL Subscription Completion Date, and (having regard to all the facts and circumstances prevailing as at the SHL Subscription Completion Date) will remain as an associated company of SHL as at the SHL Relevant Settlement Date; and (ii) the Company delivers to SHL immediately prior to the completion of the subscription by SHL for the SHL Subscription Shares on the SHL Subscription Completion Date a written confirmation (in such form as may be reasonably acceptable to SHL) duly executed by the Company confirming that (aa) the Company is an associated company of SHL as at the SHL Subscription Completion Date and (bb) the Company has not done anything or taken any action(s) that will result in the Company ceasing to be an associated company of SHL as at the SHL Relevant Settlement Date.	X			
17.	The Deed having been entered into by all the parties thereto, and remaining in full force and effect.	X			
18.	A Full Novation or Partial Novation (as the case may be), and the Group Set-Off, being undertaken or effected in accordance with the terms of the Deed and the SHL 2020 SOSA, on the SHL Subscription Completion Date.	X			
19.	Each of the warranties and representations given by the Company under the Settlement Agreement remaining true and accurate and (where applicable) the Company complying with its obligations under its undertaking(s) under the Subject Transaction.	X ⁽⁵⁾	X ⁽⁸⁾⁽⁹⁾	X ⁽⁹⁾	X ⁽⁵⁾

20.	The subscription contemplated under the Subject Transaction not resulting in:- (i) the Swiber party and persons acting in concert with it, or SHL and persons acting in concert with it (including without limitation SCPL), or any sub-group of which SHL is a member, together holding or acquiring Shares exceeding the Specified Amount immediately following such subscription and the subscription by SHL of the SHL Subscription Shares; or (ii) SHL and its subsidiaries and associated companies (including without limitation SCPL) together holding or acquiring Shares carrying more than 29.9% of the voting rights of the Company immediately following subscription by the Swiber party pursuant to the Subject Transaction, and by SHL of the SHL Subscription Shares, whichever is the lower. For purposes hereof, “Specified Amount” refers to the number of Shares so held or acquired, carrying such minimum percentage of voting rights of the Company as would trigger an obligation to make an offer under Rule 14 of the Code, less such number of Shares carrying 0.1% of the voting rights of the Company.	X ⁽²⁾		X ⁽²⁾	
21.	In respect of any Individual Novation and Assignment by a Relevant Swiber Entity, such Relevant Swiber Entity having agreed with SHL in writing on the terms and conditions for SHL’s assumption of the liability for the Novated SHL Group Owings of such Relevant Swiber Entity and the benefit of the Novated VHL Group Owings of such Relevant Swiber Entity as contemplated under the Subject Transaction, and such terms and conditions remaining in full force and effect.		X		
22.	In respect of any Individual Novation and Assignment, (i) the Owing which is the subject of such Individual Novation and Assignment and the underlying outstanding amounts in respect of such Owing remaining fully outstanding as at the SHL Subscription Completion Date and (ii) each of the Relevant Swiber Entity and the Relevant Vallianz Entity who are parties to such Owing not having created, granted and/or permitted to subsist any encumbrance over all or any of its rights, title and interests in such Owing and/or the underlying outstanding amounts in respect of such Owing.		X		
23.	In respect of any Individual Novation and Assignment by any Relevant Vallianz Entity (other than the Company), such Relevant Vallianz Entity having agreed with the Company in writing on the terms and conditions for the Company’s assumption of the liability for the Novated VHL Group Owings of such Relevant Vallianz Entity and the benefit of the Novated SHL Group Owings of such Relevant Vallianz Entity as contemplated under this Deed, and such terms and conditions remaining in full force and effect.		X		
24.	The receipt by SCPL of a written confirmation by DBS Bank Ltd. to SCPL that it has no objections to such subscription and set-off and settlement arrangement (if required) (“ DBS Subscription Confirmation ”), and where such DBS Subscription Confirmation is subject to conditions, such conditions being acceptable to SCPL, and if such conditions are required to be fulfilled before such subscription, such conditions being fulfilled before such subscription, and such DBS Subscription Confirmation remaining valid and in full force and effect and not being withdrawn or amended.			X	

25.	The completion of the subscription by SHL of the SHL Subscription Shares taking place concurrently with the completion of the subscription contemplated under the Subject Transaction or having taken place prior to the completion of such subscription, as the case may be.			X	
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Footnotes:

- (1) The “relevant other party/ies” referred to herein being:
 - (a) in respect of the SSI Conditions Precedent: SHL, SOC and/or any of the Relevant Swiber Entities; and
 - (b) in respect of the SCPL Conditions Precedent: SCPL.
- (2) The “Swiber party” referred to herein being:
 - (a) in respect of the SSI Conditions Precedent: SHL;
 - (b) in respect of the GSO Conditions Precedent: SHL, SOC and/or any of the Relevant Swiber Entities; and
 - (c) in respect of the SCPL Conditions Precedent: SCPL.
- (3) The “relevant other party” referred to herein being:
 - (a) in respect of the SSI Conditions Precedent: SHL;
 - (b) in respect of the SCPL Conditions Precedent: SCPL; and
 - (c) in respect of the RHCL Conditions Precedent: RHCL.
- (4) Such condition precedent also applicable in respect of Relevant Vallianz Entities, whereby references to “the Company” herein should be read as referring to *“the Company or any other Relevant Vallianz Entity”*.
- (5) The “undertaking” referred to herein being:
 - (a) in respect of the SSI Conditions Precedent: the SHL Undertakings; and
 - (b) in respect of the RHCL Conditions Precedent: the RHCL Undertaking.
- (6) In respect of:
 - (a) any Individual Novation and Assignment, this GSO Condition Precedent is applicable to the Company and/or the Relevant Vallianz Entity (other than the Company) involved in such Individual Novation and Assignment (as the case may be), whereby references to *“the Company”* to be read as referring to *“the Company and/or the Relevant Vallianz Entity (other than the Company) involved in such Individual Novation and Assignment (as the case may be)”*; and
 - (b) the Group Set-Off, this GSO Condition Precedent is applicable to the Company only.
- (7) Reference to the “subscription by Swiber party of the subscription Shares pursuant to the Subject Transaction” herein to be read as referring to *“the subscription by SHL of the SHL Subscription Shares under the SHL SOSA”*.
- (8) Reference to the “warranties and representations given by the Company” herein to be read as referring to *“warranties and representations given by the Relevant Vallianz Entities and the Relevant Swiber Entities which are parties to the Individual Novation and Assignment or the Group Set-Off (as the case may be)”*.
- (9) No undertaking applicable for this condition precedent.