VALLIANZ HOLDINGS LIMITED

(Company Registration No. 199206945E)
(Incorporated in the Republic of Singapore)

DISCLOSURES PURSUANT TO CATALIST RULES 704(33) AND 728
ENTRY INTO FACILITY AGREEMENT AND SETTLEMENT OF EXISTING FACILITIES

The Board of Directors (the "**Board**") of Vallianz Holdings Limited (the "**Company**", together with its subsidiaries, collectively the "**Group**") wishes to announce the following pursuant to Rules 704(33) and 728 of Section B: Rules of Catalist of the Listing Manual of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") (the "**Catalist Rules**").

1. Background

1.1. As part of the refinancing of the Group's existing facilities with DBS Bank Ltd. ("**DBS**"), the Company's subsidiaries, Vallianz Prestige Pte. Ltd., Samson Marine Pte. Ltd. and Holmen Arctic Pte. Ltd. (the "**Borrowers**") entered into a facility agreement dated 30 October 2026 (the "**Facility Agreement**") with the Company as guarantor and Macquarie Bank Limited, London Branch as original lender, arranger, facility agent and security agent. The Facility Agreement provides a committed term loan facility of up to US$64 million (the "**Facility**") and an uncommitted upsize option of up to US$50 million, subject to lender agreement.

1.2. In connection with this refinancing, the Company and certain Group entities entered into a settlement agreement dated 2 November 2026 with, among others, DBS (the "**Settlement Agreement**") concerning those DBS facilities, which were previously restructured in 2021 and amended and restated in 2023 and 2024. Under the Settlement Agreement, DBS has agreed to accept a settlement payment in full and final settlement of the relevant facilities and related obligations, subject to the agreed terms and closing conditions. Certain corporate credit card facilities are excluded from the settlement and remain in force.

1.3. The Board wishes to update shareholders that the Borrowers are intending to draw down funds under the Facility to fund the full settlement payment under the Settlement Agreement. Subject to the applicable closing conditions, the settlement is expected to be completed before the end of November 2026.

2. Disclosure under Catalist Rule 704(33)

2.1. Rawabi Energy Company ("**Rawabi**") is a controlling shareholder of the Company, with a direct interest in 723,106,389 ordinary shares, representing approximately 59.68% of the Company's issued share capital as at the date of this announcement. The Facility Agreement contains the following conditions relating to Rawabi's shareholding and ownership or control (the "**Specified Conditions**"):

(a) the Company must procure that Rawabi retains a minimum of 30% of the share capital in the Company and remains at all times the direct or indirect legal and beneficial owner of the largest percentage of the Company's issued share capital and voting rights;

(b) an event of default occurs if there is a change in the ultimate beneficial ownership or control of any Obligor (being the Company or any Borrower, including an additional borrower) from that advised to the facility agent on or about the date of the Facility Agreement or on the date of any upsize confirmation, as applicable; and

(c) an event of default occurs if Rawabi ceases to be the single largest direct or indirect legal and beneficial owner of the Company's issued share capital, or any other person, alone or together with its Affiliates, beneficially owns or controls a greater percentage of the Company's issued share capital or voting rights than Rawabi.

*For this purpose, "**control**" includes the power to cast or control more than 50% of the votes at a general meeting, appoint or remove all or a majority of the directors (or equivalent officers), or give binding directions on operating and financial policies, and/or beneficial ownership of more than 50% of the issued share capital, excluding shares carrying no right to participate beyond a specified amount in a distribution of profits or capital. "**Affiliates**" comprise a person's subsidiaries, holding companies and other subsidiaries of those holding companies.*

2.2. The Facility Agreement also contains representations and evidence requirements concerning Rawabi's minimum 30% shareholding and its position as the Company's single largest shareholder. The relevant representations are repeated at specified times under the Facility Agreement, including any agreed upsize.

2.3. A breach of the above conditions, or an incorrect or misleading related representation, may result in an event of default, subject to any applicable remedy period. The Company and the Borrowers must promptly notify the facility agent upon becoming aware of any actual or potential default.

2.4. If an event of default is continuing, the Facility Agent may cancel the commitments under the Facility Agreement (including any agreed upsize) and require repayment of all or part of the outstanding loan under the Facility Agreement immediately or on demand, together with applicable accrued interest and other amounts payable. The security may also be enforced.

2.5. The amount of the committed Facility that may be affected, assuming full drawdown, is US$64 million, together with accrued interest and other amounts payable. This excludes the uncommitted upsize option. As at the date of this announcement, no other Group borrowing facilities would be affected through cross-default in the event of a breach of the Specified Conditions.

2.6. As at the date of this announcement, none of the Specified Conditions has been breached and no event of default arising from the matters described above has occurred.

3. Compliance with Catalist Rules

3.1. The Company has on 10 November 2026 obtained a letter of undertaking from Rawabi to notify the Company immediately, as soon as Rawabi becomes aware, and provide details of:

(a) any and all share pledging arrangements, or arrangements having similar legal or economic effect, relating to any of Rawabi's direct or indirect shareholding interests in the Company; and

(b) any event which may result in a breach of the Facility Agreement, including the Specified Conditions, and any event which will be an event of default, an enforcement event or an event causing acceleration of repayment of the principal amount of any borrowing under the Facility Agreement.

3.2. As at the date of this announcement, Rawabi has confirmed that there are no subsisting share pledging arrangements, or arrangements having similar legal or economic effect, relating to any of its shareholding interests in the Company. Additionally, the Company will make any immediate disclosure required by Catalist Rule 728(2) upon receiving the relevant subsequent notification from Rawabi.

BY ORDER OF THE BOARD
Ling Yong Wah
Chief Executive Officer
10 November 2026

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*This announcement has been reviewed by the Company's sponsor, RHT Capital Pte. Ltd. (the "**Sponsor**"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "**Exchange**") and the Exchange assumes no responsibility for the contents of this document, including the correctness of any of the statements or opinions made or reports contained in this document.*

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