

Swiber Holdings Limited
(Judicial Managers Appointed)
Co. Reg. No. 200414721N

12 International Business Park, Swiber@IBP #01-05, Singapore 609920
Tel: +65 6505 0800 Fax: +65 6505 0802
www.swiber.com

-
- (1) EXECUTION OF SUPPLEMENTAL AGREEMENT TO THE SET-OFF AND SETTLEMENT AGREEMENT WITH VALLIANZ HOLDINGS LIMITED
(2) EXECUTION OF DEED OF NOVATION AND ASSIGNMENT
-

1. INTRODUCTION

Swiber Holdings Limited (Judicial Managers Appointed) (the “**Company**”, and together with its subsidiaries, the “**Group**”) refers to its announcement dated 29 June 2020 (the “**29 June 2020 Announcement**”) in relation to, amongst others, the execution of a set-off and settlement agreement dated 29 June 2020 between the Company, Swiber Offshore Construction Pte. Ltd. (Judicial Managers Appointed) (“**SOC**”) and Vallianz Holdings Limited (“**VHL**”, and together with the Company and SOC, the “**Parties**”) (the “**SHL SOSA**”). All capitalised terms used in this announcement shall, unless otherwise defined herein, have the same meanings as used in the 29 June 2020 Announcement.

2. SUPPLEMENTAL AGREEMENT IN RELATION TO THE SHL SOSA

2.1 As stated in the 29 June 2020 Announcement:-

- (a) the SHL SOSA was entered into in respect of certain outstanding amounts owing by various entities within the VHL Group to various entities within the SHL Group as at 31 December 2016 (the “**VHL Group Owings**”), and certain outstanding amounts owing by various entities within the SHL Group to various entities within the VHL Group as at 31 December 2016 (the “**SHL Group Owings**”), which were supposed to be settled in accordance with the terms of the 2017 SOSA but which have not been so settled (“**Owings**”);
- (b) pursuant to the SHL SOSA, the Company will, amongst others, undertake the Proposed SHL Subscription and (where applicable) effect the Proposed SHL Debt Waiver on the terms and subject to the conditions set out in the SHL SOSA to effect the set-off and settlement of the Owings; and
- (c) for the purposes of effecting the transactions contemplated under the SHL SOSA, it is contemplated that the Relevant Novation Swiber Entities (including the Company) and the Relevant Vallianz Entities (including VHL) will enter into the Deed of Novation and Assignment, further details of which were set out under paragraph 3.3 of the 29 June 2020 Announcement.

- 2.2 Subsequent to the execution of the SHL SOSA, one of the entities within the SHL Group, Alam Swiber DLB 1 (L) Inc. (the “**Excluded SHL Group Entity**”), has not been contactable in relation to the entering into of the Deed of Novation and Assignment.

Swiber Holdings Limited
(Judicial Managers Appointed)
Co. Reg. No. 200414721N

12 International Business Park, Swiber@IBP #01-05, Singapore 609920
Tel: +65 6505 0800 Fax: +65 6505 0802
www.swiber.com

- 2.3 As such, in the interests of time and proceeding efficaciously with the set-off and settlement arrangements contemplated under the SHL SOSA, the Parties have mutually agreed that the Owings between the Excluded SHL Group Entity and the entities within the VHL Group ("**Excluded SHL Group Entity Owings**"), which Owings were originally included in the Owings to be settled in accordance with the terms of the SHL SOSA, will be excluded from the Owings to be settled in accordance with the terms of the SHL SOSA.
- 2.4 In view of the above, the Company wishes to announce that the Parties have on 7 August 2020 entered into a supplemental agreement (the "**Supplemental Agreement**") in relation to the SHL SOSA to amend and supplement certain provisions in the SHL SOSA, the salient terms of which are as follows:-
- (a) the Parties have agreed that the Excluded SHL Group Entity Owings will be excluded from the Owings to be settled in accordance with the terms of the SHL SOSA; and
 - (b) accordingly, the Excluded SHL Group Entity will no longer be one of the Relevant Novation Swiber Entities and will therefore not be a party to the Deed of Novation and Assignment.
- 2.5 Save as amended and supplemented by the Supplemental Agreement, all other terms and conditions of the SHL SOSA shall remain in full force and effect.
- 2.6 In view of the above, all references to "VHL Group Owings", "SHL Group Owings" and "Owings" in the 29 June 2020 Announcement shall be construed to mean the VHL Group Owings, SHL Group Owings and Owings respectively, in each case excluding the Excluded SHL Group Entity Owings.

3. FULL NOVATION SCENARIO AND MAXIMUM SHL DEBT WAIVER SCENARIO

- 3.1 Following the exclusion of the Excluded SHL Group Entity Owings from the Owings to be settled in accordance with the terms of the SHL SOSA, as agreed under the Supplemental Agreement, for illustrative purposes, the Full Novation Scenario which was described in paragraph 3.4(a) of the 29 June 2020 Announcement will now be as follows:
- (a) assuming that a Full Novation is effected and the Group Set-Off is effected between the VHL Group Owings (as novated) against the SHL Group Owings (as novated), this will result in the Novated VHL Net Owings being an amount of US\$33,657,968.86 (instead of US\$34,210,406.31); and
 - (b) in such a scenario, following the full set-off and settlement of the aggregate issue price for such Proposed SHL Subscription against the Novated VHL Net Owings to the extent of the Agreed Settlement Amount, the Excess Novated VHL Net Owings, being an amount of US\$18,201,588.86 (instead of US\$18,754,026.31),

Swiber Holdings Limited
(Judicial Managers Appointed)
Co. Reg. No. 200414721N

12 International Business Park, Swiber@IBP #01-05, Singapore 609920
Tel: +65 6505 0800 Fax: +65 6505 0802
www.swiber.com

will be waived by the Company on the Relevant Settlement Date in accordance with the Proposed SHL Debt Waiver.

- 3.2 The Maximum SHL Debt Waiver Scenario, as described in paragraph 3.4(b) of the 29 June 2020 Announcement for illustrative purposes, remains unchanged, notwithstanding the exclusion of the Excluded SHL Group Entity Owings from the Owings to be settled in accordance with the terms of the SHL SOSA.

4. RELATIVE FIGURES UNDER CHAPTER 10 OF THE LISTING MANUAL IN RELATION TO THE PROPOSED SHL SUBSCRIPTION

As there are no changes to the Agreed Settlement Amount, the Agreed Issue Price and the Agreed Exchange Rate in relation to the Proposed SHL Subscription, the relative figures for the Proposed SHL Subscription computed on the applicable bases set out in Rule 1006 of the Listing Manual, as set out in paragraph 6.1 of the 29 June 2020 Announcement, remain unchanged.

5. FINANCIAL EFFECTS OF THE PROPOSED SHL SUBSCRIPTION

As there are no changes to the Agreed Settlement Amount, the Agreed Issue Price and the Agreed Exchange Rate in relation to the Proposed SHL Subscription, the financial effects of the Proposed SHL Subscription as set out in paragraph 7 of the 29 June 2020 Announcement, remain unchanged.

6. EXECUTION OF THE DEED OF NOVATION AND ASSIGNMENT

- 6.1 As stated in the 29 June 2020 Announcement, one of the SSI Conditions Precedent for the Proposed SHL Subscription and the Proposed SHL Debt Waiver is the entry into of the Deed of Novation and Assignment by all the parties thereto.

- 6.2 The Company wishes to announce that on 7 August 2020, the Relevant Novation Swiber Entities (which excludes the Excluded SHL Group Entity) and the Relevant Vallianz Entities have entered into the Deed of Novation and Assignment, which reflects the terms relating to the Deed of Novation and Assignment as set out under paragraph 3.3 of the 29 June 2020 Announcement and after taking into account the matters agreed under the Supplemental Agreement as set out in paragraph 2.3 above. The list of Relevant Novation Swiber Entities and Relevant Vallianz Entities which are parties to the Deed of Novation and Assignment is set out in **Annex A** to this announcement. In addition, a summary of the other salient terms of the Deed of Novation and Assignment is set out below.

- (a) Long-stop date: In the event that a Full Novation or a Partial Novation (as the case may be) is not effected by the first anniversary of the date of the Deed of Novation and Assignment, or such other date as mutually agreed in writing between the parties thereto, the Deed of Novation and Assignment (other than certain surviving provisions) shall lapse and terminate automatically and all obligations and

Swiber Holdings Limited
(Judicial Managers Appointed)
Co. Reg. No. 200414721N

12 International Business Park, Swiber@IBP #01-05, Singapore 609920
Tel: +65 6505 0800 Fax: +65 6505 0802
www.swiber.com

liabilities of the parties under the Deed of Novation and Assignment shall cease and determine and no party shall have any claim against the other party(ies), save in respect of any antecedent breach of the Deed of Novation and Assignment.

- (b) Termination: Without prejudice to paragraph 6.2(a) above, upon the termination of the SHL SOSA (as amended and supplemented by the Supplemental Agreement and as further amended from time to time) for any reason, the Deed of Novation and Assignment (other than certain surviving provisions) shall lapse and terminate automatically and all obligations and liabilities of the parties under the Deed of Novation and Assignment shall cease and determine and no party shall have any claim against the other party(ies), save in respect of any antecedent breach of the Deed of Novation and Assignment.

7. INSPECTION OF DOCUMENTS

Subject to prevailing regulations, orders, advisories and guidelines relating to safe distancing which may be issued by the relevant authorities, copies of the Supplemental Agreement and the Deed of Novation and Assignment will be made available for inspection during normal business hours at the Company's registered office at 12 International Business Park, #01-05 Swiber@IBP, Singapore 609920 for a period of three (3) months from the date of this announcement.

8. FURTHER ANNOUNCEMENTS

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 relation to the Proposed Transactions.

By Order of the Judicial Managers
Bob Yap Cheng Ghee
Joint and Several Judicial Manager
7 August 2020

By Order of the Board
Raymond Kim Goh
Chairman
7 August 2020

Swiber Holdings Limited
(Judicial Managers Appointed)
Co. Reg. No. 200414721N

12 International Business Park, Swiber@IBP #01-05, Singapore 609920
Tel: +65 6505 0800 Fax: +65 6505 0802
www.swiber.com

ANNEX A

A. Relevant Novation Swiber Entities

1. Swiber Holdings Limited (Judicial Managers Appointed)
2. Equatoriale Services Pte. Ltd. (In Creditors' Voluntary Liquidation)
3. Meadsea Services B.V. (In Liquidation)
4. PAPE Engineering Pte. Ltd.
5. PT PAPE Indonesia
6. Resolute Offshore Pte. Ltd.
7. Swiber Corporate Pte. Ltd. (In Creditors' Voluntary Liquidation)
8. Swiber Engineering Ltd (in Creditors' Voluntary Liquidation)
9. Swiber Marine Mexico S.A. DE C.V.
10. Swiber Offshore Construction Pte. Ltd (Judicial Managers Appointed) and Swiber Offshore Construction Pte. Ltd. Branch (Brunei)
11. Swiber Offshore Marine Pte. Ltd. (In Creditors' Voluntary Liquidation)
12. Swiber Offshore Mexico S.A. DE C.V.
13. Southsea Marine Pte. Ltd. (In Liquidation)
14. Southsea Offshore Pte. Ltd.
15. Whitmer Offshore Pte. Ltd.
16. Rawabi Swiber Offshore Services Limited
17. Rawabi Swiber Offshore Marine Pte. Ltd.

B. Relevant Vallianz Entities

1. Vallianz Holdings Limited
2. Hamilton Offshore Services Pte Ltd
3. Holmen Arctic Pte Ltd
4. Holmen Atlantic Pte Ltd
5. Holmen Heavylift Offshore Pte Ltd
6. Holmen Pacific LLC
7. Jetlee Shipbuilding & Engineering Pte Ltd
8. Jubilee Travel Pte Ltd
9. Newcruz Shipbuilding & Engineering Pte Ltd
10. OER Services Ltd
11. Offshore Engineering Resources Mexico, S.A. De C.V.
12. Offshore Engineering Resources Pte Ltd
13. Offshore Supply Resources Mexico Sa De Cv
14. PT United Sindo Perkasa
15. Resolute Pte Ltd
16. Samson Engineering Limited
17. Vallianz Corporate Services Pte Ltd
18. Vallianz Marine Mexico Sa De Cv
19. Vallianz Offshore Marine Pte Ltd
20. Vallianz Shipbuilding & Engineering Pte Ltd
21. Vallianz Offshore Capital Sa De Cv
22. Rawabi Vallianz Offshore Services Co., Ltd.
23. PT Vallianz Offshore Maritim