

OFFER INFORMATION STATEMENT DATED 18 AUGUST 2022
(Lodged with the Monetary Authority of Singapore (the "Authority") on 18 August 2022)

THIS OFFER INFORMATION STATEMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. BEFORE MAKING ANY INVESTMENT IN THE SHAREHOLDER WARRANTS AND THE MANAGEMENT WARRANTS (EACH AS DEFINED HEREIN) BEING OFFERED, YOU SHOULD CONSIDER THE INFORMATION PROVIDED IN THIS OFFER INFORMATION STATEMENT CAREFULLY, AND CONSIDER WHETHER YOU UNDERSTAND WHAT IS DESCRIBED IN THIS OFFER INFORMATION STATEMENT. YOU SHOULD ALSO CONSIDER WHETHER AN INVESTMENT IN THE SHAREHOLDER WARRANTS AND THE MANAGEMENT WARRANTS BEING OFFERED IS SUITABLE FOR YOU, TAKING INTO ACCOUNT YOUR INVESTMENT OBJECTIVES AND RISK APPETITE. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISER(S) IMMEDIATELY. YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT CHOICES.

A copy of this Offer Information Statement has been lodged with the Monetary Authority of Singapore (the "Authority"). The Authority assumes no responsibility for the contents of this Offer Information Statement. Lodgement of this Offer Information Statement with the Authority does not imply that the Securities and Futures Act 2001 of Singapore ("SFA") or any other legal or regulatory requirements, have been complied with. The Authority has not, in any way, considered the merits of the Shareholder Warrants and the Management Warrants, as the case may be, being offered for investment.

Approval in-principle has been obtained from the Singapore Exchange Securities Trading Limited (the "SGX-ST") for the listing of and quotation for: (a) up to 22,527,400 Shareholder Warrants (as defined herein), (b) up to 22,527,400 Shareholder Warrant Shares (as defined herein), and (c) up to 23,033,431 Management Warrant Shares (as defined herein) on the Mainboard of the SGX-ST, subject to the conditions imposed by the SGX-ST and compliance with the SGX-ST's listing requirements. The in-principle approval granted by the SGX-ST is not to be taken as an indication of the merits of the Shareholder Warrants Issue (as defined herein), the Management Warrants Issue (as defined herein), the Shareholder Warrants, the Shareholder Warrant Shares, the Management Warrant Shares, Pacific Radiance Ltd. (the "Company") and/or its subsidiaries.

The Shareholder Warrants, the Shareholder Warrant Shares and the Management Warrant Shares will be admitted to the Mainboard of the SGX-ST and official listing of, and quotation for, the Shareholder Warrants, the Shareholder Warrant Shares and the Management Warrant Shares (as the case may be) will commence after all conditions imposed by the SGX-ST are satisfied, the certificates relating thereto have been issued and the notification letters from The Central Depository (Pte) Limited ("CDP") have been despatched.

It should be noted that the Shareholder Warrants may not be listed and quoted on the SGX-ST in the event of an inadequate spread of holdings for the Shareholder Warrants to provide for an orderly market in the trading of the Shareholder Warrants. Accordingly, in such event, holders of Shareholder Warrants will not be able to trade their Shareholder Warrants on the SGX-ST.

The SGX-ST assumes no responsibility for the correctness or accuracy of any of the statements made, reports contained or opinions expressed in this Offer Information Statement.

Notification under Section 309B of the SFA – The Shareholder Warrants, the Shareholder Warrant Shares, the Management Warrants and the Management Warrant Shares are classified as "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

This Offer Information Statement has been prepared solely in relation to the Shareholder Warrants Issue and the Management Warrants Issue, and shall not be relied upon by any other person or for any other purpose. This Offer Information Statement may not be sent to any person or any jurisdiction in which it would not be permissible to make an offer for the Management Warrants, the Shareholder Warrants, the Management Warrant Shares and the Shareholder Warrant Shares, and does not constitute an offer, invitation or solicitation to anyone in such jurisdiction.

This Offer Information Statement and its accompanying documents may be accessed at the Company's website at www.pacificradiance.com, and is also available on the SGX-ST's website at <https://www.sgx.com/securities/companyannouncements>. In accordance with the Securities and Futures (Offers of Investments) (Temporary Exemption from Sections 277(1)(c) and 305B(1)(b)) Regulations 2020, printed copies of this Offer Information Statement will NOT be despatched to any person. A notification containing instructions on how Entitled Shareholders and the PRL Key Management (each as defined herein) can access this Offer Information Statement electronically will be despatched to Entitled Shareholders and the PRL Key Management.

After the expiration of six (6) months from the date of lodgement of this Offer Information Statement, no person shall make an offer of Shareholder Warrants or Management Warrants, or allot, issue or sell any Shareholder Warrants or Management Warrants, on the basis of this Offer Information Statement, and no officer or equivalent person or promoter of the Company will authorise or permit the offer of any Shareholder Warrants or Management Warrants or the allotment, issuance or sale of any Shareholder Warrants or Management Warrants on the basis of this Offer Information Statement.

YOUR ATTENTION IS DRAWN TO THE SECTION ENTITLED "RISK FACTORS" OF THIS OFFER INFORMATION STATEMENT WHICH YOU SHOULD READ CAREFULLY.



PACIFIC RADIANCE LTD.

(Company Registration No.: 200609894C)

(Incorporated in the Republic of Singapore on 6 July 2006)

- (1) ISSUE OF 22,527,400 WARRANTS TO THE ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) (THE "SHAREHOLDER WARRANTS"), WITH EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW SHARE IN THE SHARE CAPITAL OF THE COMPANY (THE "SHAREHOLDER WARRANT SHARE") AT THE EXERCISE PRICE OF S\$0.03 PER SHAREHOLDER WARRANT SHARE, ON THE BASIS OF 100 SHAREHOLDER WARRANTS FOR EVERY 100 CONSOLIDATED SHARES (AS DEFINED HEREIN) HELD BY THE ENTITLED SHAREHOLDERS AS AT THE SHAREHOLDER WARRANTS BOOK CLOSURE DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "SHAREHOLDER WARRANTS ISSUE"); AND**

- (2) **ISSUE OF 23,033,431 WARRANTS TO THE PRL KEY MANAGEMENT (AS DEFINED HEREIN) (THE “MANAGEMENT WARRANTS”), WITH EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW SHARE IN THE SHARE CAPITAL OF THE COMPANY (THE “MANAGEMENT WARRANT SHARE”) AT THE EXERCISE PRICE OF S\$0.06 PER MANAGEMENT WARRANT SHARE, ON THE BASIS OF 47 MANAGEMENT WARRANTS FOR EVERY 100 CONSOLIDATED SHARES (AS DEFINED HEREIN) HELD BY THE PRL KEY MANAGEMENT AS AT THE MANAGEMENT WARRANTS BOOK CLOSURE DATE (AS DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE “MANAGEMENT WARRANTS ISSUE”).**

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IMPORTANT NOTICE

Capitalised terms used below which are not otherwise defined herein shall have the same meanings as ascribed to them under the section entitled “**Definitions**” of this Offer Information Statement.

The existing Shares are listed and quoted on the Mainboard of the SGX-ST.

Persons wishing to obtain and/or exercise the Warrants offered by this Offer Information Statement should, before deciding whether to do so, should, before deciding whether to subscribe, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of, *inter alia*, the assets and liabilities, risk factors, profits and losses, financial position, performance and prospects of the Company, the Group and the rights and liabilities attaching to the Warrants and the Warrants Shares. They should also make their own independent enquiries and investigations of any bases and assumptions, upon which financial projections, if any, are made or based, and carefully consider this Offer Information Statement in the light of their personal circumstances (including financial and taxation affairs). No information in this Offer Information Statement should be considered to be business, financial, legal, investment or tax advice. It is recommended that such persons seek professional advice from their business, legal, financial, investment, tax or other professional adviser(s) before deciding whether to invest in the Shareholder Warrants, Management Warrants and/or the Company.

No person has been authorised to give any information or to make any representations, other than those contained in this Offer Information Statement, in connection with the Warrants Issues and, if given or made, such information or representations must not be relied upon as having been authorised by the Company. Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Company or the Group.

Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Company or the Group. Neither the delivery of this Offer Information Statement nor the issue of the Warrants shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no material change in the affairs of the Company or the Group, or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same via SGXNET and, if required, lodge a supplementary or replacement Offer Information Statement with the Authority. All Entitled Shareholders and the PRL Key Management should take note of any such announcement and, upon the release of such announcement or lodgement of such supplementary or replacement Offer Information Statement, as the case may be, shall be deemed to have notice of such changes.

The Group, the Company and/or their respective officers are not making any representation or warranty to any person regarding the legality of an investment in the Warrants and the Warrants Shares by such person under any investment or any other laws or regulations. No information in this Offer Information Statement should be considered to be business, financial, legal, investment or tax advice. Each prospective investor should consult his own professional or other adviser for business, financial, legal, investment or tax advice regarding an investment in the Warrants and the Warrants Shares.

The Group, the Company and/or their respective officers make no representation, warranty or recommendation whatsoever as to the merits of the Warrants and the Warrants Shares, the Shares, the Company, the Group or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement and its accompanying documents shall be construed as a recommendation to invest in the Warrants and the Warrants Shares. Each prospective investor should rely on his or her own investigation of the financial condition and affairs, appraisal and determination of the merits of investing in the Company and the Group and shall be deemed to have done so.

IMPORTANT NOTICE

This Offer Information Statement has been prepared solely in relation to the Warrants and shall not be relied upon by any other persons (other than the Entitled Shareholders and the PRL Key Management), or for any other purposes.

The Notification and this Offer Information Statement and its accompanying documents may not be used for the purposes of, and does not constitute, an offer, invitation or solicitation by or on behalf of anyone in any jurisdictions or under any circumstances in which such an offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation.

The distribution of the Notification, this Offer Information Statement and its accompanying documents may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of such jurisdictions. Persons having possession of this Offer Information Statement are advised by the Company to keep themselves informed of and observe such prohibitions and restrictions at their own expense and without any liability whatsoever on the part of the Company and/or the Group.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement, statements made in public announcements, press releases and oral statements that may be made by the Company or its Directors, officers or employees acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words that have a bias towards the future or, are forward-looking such as, without limitation, “anticipate”, “believe”, “could”, “estimate”, “expect”, “forecast”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “will” and “would” or other similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, operating results, business strategies, future plans and prospects are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement regarding matters that are not historical facts, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

Given the risks, uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Information Statement, undue reliance must not be placed on these statements. The Group’s actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. Neither the Company nor any other person represents or warrants that the Group’s actual future results, performance or achievements will be as discussed in those statements.

In light of the ongoing uncertainties in the global financial markets and its contagion effect on the real economy, any forward-looking statements contained in this Offer Information Statement must be considered with significant caution and reservation.

Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. Where such developments, events or circumstances occur after the lodgement of this Offer Information Statement with the Authority, and are material, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same to the SGX-ST and, if required, lodge a supplementary or replacement document with the Authority. The Company is also subject to the provisions of the Listing Manual regarding corporate disclosure.

CORPORATE INFORMATION

Directors of the Company	:	Pang Yoke Min (Executive Chairman) Pang Wei Meng (Executive Director) Lau Boon Hwee (Executive Director) Ng Tiong Gee (Lead Independent Director) Yong Yin Min (Independent Director) Goh Chong Theng (Independent Director)
Registered Office of the Company	:	15 Pandan Road Singapore 609263
Company Secretary	:	Lin Moi Heyang Low Mei Wan
Legal Adviser to the Company	:	Dentons Rodyk & Davidson LLP 80 Raffles Place #33-00 UOB Plaza 1 Singapore 048624
Share Registrar	:	Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.) 80 Robinson Road, #02-00 Singapore 068898

DEFINITIONS

For the purposes of this Offer Information Statement, the following definitions apply throughout unless the context otherwise requires or is otherwise stated:

“AIP”	: The approval-in-principle from the SGX-ST in relation to the listing and quotation of the Shareholder Warrants, the Shareholder Warrant Shares and the Management Warrant Shares
“Authority”	: Monetary Authority of Singapore
“Board” or “Directors”	: The board of directors of the Company as at the date of this Offer Information Statement
“Business Day”	: A day on which banks are open for business in Singapore but excluding Saturdays, Sundays and public holidays
“CDP”	: The Central Depository (Pte) Limited
“Circular”	: The circular to Shareholders dated 8 February 2022
“Companies Act”	: The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time
“Code”	: The Singapore Code on Take-overs and Mergers, as may be amended, modified, or supplemented from time to time
“Consensual Sale Agreement”	: The conditional agreement between, amongst others, the Company, the Purchaser and the Secured Lenders for the transfer of the Sale Vessels (including the accompanying charterparty contracts and income streams) from the Group to the Purchaser (or its affiliates) in consideration for the Purchaser procuring the consensual discharge of approximately US\$200 million of the secured indebtedness presently owed by the Group to the Secured Lenders (including the waiver, release and/or discharge of mortgages, and all other security interests and guarantees related to the financing of the Sale Vessels), to effect the Proposed Disposal
“Consent Solicitation Exercise”	: The consensual restructuring of the Notes
“Consent Solicitation Statement”	: The statement issued to the Noteholders in connection with the Consent Solicitation Exercise
“Consolidated Shares”	: The ordinary shares in the capital of the Company after the completion of the Proposed Share Consolidation
“Constitution”	: The constitution of the Company, as amended, modified or supplemented from time to time

DEFINITIONS

“CSIO”	: CSI Offshore Pte. Ltd., an indirect wholly-owned subsidiary of the Company
“DBS”	: DBS Bank Ltd.
“Debt Restructuring Plan”	: The debt restructuring plan of the Group
“Deed Polls”	: Collectively, the Shareholder Warrants Deed Poll and the Management Warrants Deed Poll
“EGM”	: The extraordinary general meeting of the Company held on 23 February 2022 at 10.00 a.m. by way of electronic means
“ENAV”	: RS EES Holdings Mexico S. De R.L. De C.V.
“Enlarged Share Capital”	: Based on the Existing Share Capital, the enlarged share capital of the Company (excluding treasury shares) as at closing of the Proposed Securities Issuance. For the avoidance of doubt, the definition of “Enlarged Share Capital” assumes that none of the Shareholder Warrants issued to the Entitled Shareholders pursuant to the Shareholder Warrants Issue and the Management Warrants issued to the PRL Key Management pursuant to the Management Warrants Issue have been exercised
“Entitled Lenders”	: Three (3) of the Secured Lenders, being DBS Bank Ltd., United Overseas Bank Limited and Oversea-Chinese Banking Corporation Limited, which will be issued the Lender Shares pursuant to the Proposed Share Issuance to Lenders
“Entitled Shareholders”	: All Shareholders before the Proposed Share Issuances who are not Foreign Shareholders, except for the PRL Key Management
“Existing Share Capital”	: The existing issued share capital (excluding treasury shares) of the Company
“Existing Shares”	: The existing Shares
“Extraordinary Resolution”	: The extraordinary resolution of the Noteholders to approve the proposal as set out in the Consent Solicitation Statement, as proposed and considered at the meeting of the Noteholders pursuant to the Consent Solicitation Exercise
“Foreign Shareholders”	: Shareholders with registered addresses outside Singapore as at the Shareholder Warrants Books Closure Date and who had not, at least three (3) Market Days prior to the Shareholder Warrants Books Closure Date, provided to CDP addresses in Singapore for the service of notices and documents

DEFINITIONS

“FY”	:	Financial year of the Company ended or ending 31 December (as the case may be)
“Group”	:	Collectively, the Company and its subsidiaries
“High Court”	:	The High Court of the Republic of Singapore
“Latest Practicable Date”	:	11 August 2022, being the latest practicable date prior to the date of lodgement of this Offer Information Statement
“Lender Shares”	:	The New Shares to be issued and allotted to the Entitled Lenders pursuant to the Proposed Share Issuance to Lenders
“Listing Manual”	:	The listing manual of the SGX-ST, as may be amended, supplemented or revised from time to time
“Management Agreement”	:	The management agreement entered into between the Company, the Purchaser (or its affiliate) and the relevant Group entity for the management of a relevant Sale Vessel after completion of the Proposed Disposal, and collectively, the “Management Agreements”
“Management Shares”	:	The New Shares to be issued and allotted to the PRL Key Management pursuant to the Proposed Share Issuance to Management
“Management Umbrella Agreement”	:	The umbrella agreement entered into between the Company, the Purchaser (and its affiliates) and the relevant Group entities for the management of a majority of the Sale Vessels (being 31 out of the 33 Sale Vessels) after completion of the Proposed Disposal
“Management Warrant Agency Agreement”	:	The warrant agency agreement dated 18 August 2022 executed by the Company and the Warrant Agent in relation to the Management Warrants
“Management Warrant Shares”	:	The new Consolidated Shares which may be issued and allotted to the PRL Key Management from time to time pursuant to the exercise of the Management Warrants in accordance with the terms and conditions of the Management Warrants Issue
“Management Warrantholders”	:	Registered holders of the Management Warrants
“Management Warrants”	:	Up to 23,033,431 warrants in registered form to be issued by the Company pursuant to the Management Warrants Issue, and (where the context so admits) such additional warrants as may be required or permitted to be issued by the Company pursuant to the terms and conditions of the Management Warrants as set out in the Management Warrants Deed Poll (such additional warrants to rank <i>pari passu</i> with the warrants issued pursuant to the Management Warrants Issue and for all

DEFINITIONS

purposes to form part of the same series of warrants constituted by the Management Warrants Deed Poll), each such warrant entitling its holder to subscribe for one (1) Management Warrant Share at the Management Warrants Exercise Price during the Management Warrants Exercise Period, subject to the terms and conditions of the Management Warrants as set out in the Management Warrants Deed Poll

“Management Warrants Books Closure Date”	:	The time and date to be determined by the Directors, at and on which the Register of Members and the share transfer books of the Company will be closed to determine the entitlements of the PRL Key Management to the Management Warrants Issue
“Management Warrants Deed Poll”	:	The deed poll dated 18 August 2022 executed by the Company, constituting the Management Warrants (as the same may be amended or supplemented from time to time) and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of the holders of the Management Warrants
“Management Warrants Exercise Period”	:	The period during which the Management Warrants may be exercised, which is at any time after the date of issue of the Management Warrants and expiring at 5.00 p.m. on the date falling five (5) years after the date of issue of the Management Warrants, but excluding the Management Warrants Lock-Up Period
“Management Warrants Exercise Price”	:	The sum payable in respect of each Management Warrant Share for which holders of the Management Warrants may subscribe upon exercise of a Management Warrant, which is S\$0.06 in cash, subject to adjustments under certain circumstances as may for the time being be applicable in accordance with the Management Warrants Deed Poll
“Management Warrants Expiration Date”	:	The date falling five (5) years after the date of issue of the Management Warrants
“Management Warrants Issue”	:	The issuance of the Management Warrants in the consolidated share capital of the Company to the PRL Key Management
“Management Warrants Lock-Up Period”	:	The period commencing on the date of issue of the Management Warrants and ending on the date immediately preceding the third anniversary of the date of issue of the Management Warrants, or the date that all the Perpetual Securities have been redeemed by the Company, whichever is earlier
“Management Warrants Transfer Form”	:	The instrument of transfer in relation to the transfer of the Management Warrants

DEFINITIONS

“Management Warrants Transferor”	: A transferor of the Management Warrants, being a holder of the Management Warrants whose Management Warrants are registered in his own name
“Market Day”	: A day on which the SGX-ST is open for trading in securities
“MOA”	: The memorandum of agreement entered into between the Company, the Purchaser (or its affiliate) and the relevant Group entity in relation to the transfer and delivery of a Sale Vessel, and collectively, the “MOAs”
“MOA Umbrella Agreement”	: The umbrella agreement entered into between the Company, the Purchaser and the relevant Group entities to set out the specific commercial arrangements between the parties thereto in connection with the transaction(s) contemplated under the Consensual Sale Agreement
“New Shares”	: New Shares before the Proposed Share Consolidation
“Noteholders Redemption Shares”	: The New Shares to be issued and allotted to the Noteholders pursuant to the Proposed Noteholders Redemption Shares Issue
“Noteholders”	: The holders of the Notes
“Notes”	: S\$100,000,000 4.30 Per Cent. Notes due 2020 comprised in Series 001 (ISIN: SG6SF2000004)
“Notification”	: The notification dated 18 August 2022 containing instructions on how Entitled Shareholders and the PRL Key Management can access this Offer Information Statement electronically in accordance with the Securities and Futures (Offers of Investments) (Temporary Exemption from Sections 277(1)(c) and 305B(1)(b)) Regulations 2020
“NTA”	: Net tangible assets of the Company attributable to the Shareholders
“OCBC”	: Oversea-Chinese Banking Corporation Limited
“Offer Information Statement”	: This document including, where the context so admits, any supplementary or replacement documents, to be issued by the Company in connection with the Warrants Issues
“Ordinary Resolutions”	: The ordinary resolutions set out in pages N-1 to N-9 of the Circular
“Pang SPV”	: Dioscuri Ventures Pte. Ltd.
“PCPL”	: Pacific Crest Pte. Ltd., a direct wholly-owned subsidiary of the Company

DEFINITIONS

“Perpetual Securities”	:	S\$3,000,000 in principal amount of non-listed and non-cumulative perpetual securities proposed to be issued by the Company in denominations of S\$7,500 each free to Noteholders on or around the Redemption Date and in connection with the redemption of the Notes, subject to the passing of the Ordinary Resolutions
“PRL Key Management”	:	Pang Yoke Min, Pang Wei Meng and Pang Wei Kuan, James
“Proposed Disposal”	:	The consensual directed transfer of the Sale Vessels (including the accompanying charterparty contracts and income streams) to the Purchaser (or its affiliates) in consideration for the Purchaser procuring the consensual discharge of approximately US\$200 million of the secured indebtedness presently owed by the Group to the Secured Lenders (including the waiver, release and/or discharge of mortgages, and all other security interests and guarantees related to the financing of the Sale Vessels)
“Proposed Noteholders Redemption Shares Issue”	:	The issuance of the Noteholders Redemption Shares to the Noteholders (as a class), being approximately 40% of the Enlarged Share Capital of the Company
“Proposed Noteholders Perpetual Securities Issue”	:	The issuance of up to S\$3,000,000 in principal amount of Perpetual Securities to the Noteholders (as a class)
“Proposed Schemes of Arrangement”	:	The schemes of arrangement to be proposed between two (2) subsidiaries of the Company, PCPL and CSIO, and its creditors under Section 210(1) of the Companies Act
“Proposed Securities Issuance”	:	Collectively, the Proposed Share Issuances, the Proposed Noteholders Perpetual Securities Issue and the Warrants Issues
“Proposed Share Consolidation”	:	The consolidation of the Shares of the Company on the basis of every ten (10) Existing Shares into one (1) Consolidated Share
“Proposed Share Issuance to Lenders”	:	The issuance of the Lender Shares to the Entitled Lenders, being approximately 4% of the Enlarged Share Capital of the Company
“Proposed Share Issuance to Management”	:	The issuance of the Management Shares to the PRL Key Management, being approximately 40% of the Enlarged Share Capital of the Company
“Proposed Share Issuances”	:	Collectively, the Proposed Noteholders Redemption Shares Issue, the Proposed Share Issuance to Lenders and the Proposed Share Issuance to Management

DEFINITIONS

“Purchaser”	:	ENAV Radiance Pte. Ltd., a special purpose vehicle being a subsidiary of ENAV with up to 15% of its share capital held by the Pang SPV and the remaining equity interest held by ENAV
“Record Date”	:	In relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified by the Company) on which Shareholders must be registered with the Company or with CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
“Redemption Date”	:	The date of redemption of the Notes to be announced by the Company after the Ordinary Resolutions are passed
“Register of Members”	:	The register of members containing the names and addresses of the members of the Company
“Sale Vessels”	:	The 33 vessels set out in Appendix C to this Offer Information Statement
“Securities Account”	:	Securities account maintained by a Depositor with CDP (but does not include a securities sub-account maintained with a Depository Agent)
“SIC”	:	Securities Industry Council of Singapore
“Secured Lenders”	:	The secured lenders of the Group, being DBS Bank Ltd., United Overseas Bank Limited, Oversea-Chinese Banking Corporation Limited, Credit Suisse AG and Hamburg Commercial Bank AG, Singapore Branch
“SFA”	:	The Securities and Futures Act 2001 of Singapore, as amended, modified or supplemented from time to time
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Shareholder Warrant Agency Agreement”	:	The warrant agency agreement dated 18 August 2022 executed by the Company and the Warrant Agent in relation to the Shareholder Warrants
“Shareholder Warrant Shares”	:	The new Consolidated Shares which may be issued and allotted to the Entitled Shareholders from time to time pursuant to the exercise of the Shareholder Warrants in accordance with the terms and conditions of the Shareholder Warrants Issue
“Shareholder Warrantholders”	:	Registered holders of the Shareholder Warrants, except that where CDP is the registered holder, the term “Shareholder Warrantholders” shall, in relation to such Shareholder Warrants and where the context so admits, mean the Depositors whose Securities Accounts are credited with such Shareholder Warrants

DEFINITIONS

“Shareholder Warrants”	:	Up to 22,527,400 warrants in registered form to be issued by the Company pursuant to the Shareholder Warrants Issue, and (where the context so admits) such additional warrants as may be required or permitted to be issued by the Company pursuant to the terms and conditions of the Shareholder Warrants as set out in the Shareholder Warrants Deed Poll (such additional warrants to rank <i>pari passu</i> with the warrants issued pursuant to the Shareholder Warrants Issue and for all purposes to form part of the same series of warrants constituted by the Shareholder Warrants Deed Poll), each such warrant entitling its holder to subscribe for one (1) Shareholder Warrant Share at the Shareholder Warrants Exercise Price during the Shareholder Warrants Exercise Period, subject to the terms and conditions of the Shareholder Warrants as set out in the Shareholder Warrants Deed Poll
“Shareholder Warrants Books Closure Date”	:	The time and date to be determined by the Directors, at and on which the Register of Members and the share transfer books of the Company will be closed to determine the entitlements of the Entitled Shareholders to the Shareholder Warrants Issue
“Shareholder Warrants Deed Poll”	:	The deed poll dated 18 August 2022 executed by the Company, constituting the Shareholder Warrants (as the same may be amended or supplemented from time to time) and containing, <i>inter alia</i> , provisions for the protection of the rights and interests of the holders of the Shareholder Warrants
“Shareholder Warrants Exercise Period”	:	The period during which the Shareholder Warrants may be exercised, which is at any time after the date of issue of the Shareholder Warrants and expiring at 5.00 p.m. on the date falling five (5) years after the date of issue of the Shareholder Warrants, but excluding the Shareholder Warrants Lock-Up Period
“Shareholder Warrants Exercise Price”	:	The sum payable in respect of each Shareholder Warrant Share for which holders of the Shareholder Warrants may subscribe upon exercise of a Shareholder Warrant, which is S\$0.03 in cash, subject to adjustments under certain circumstances as may for the time being be applicable in accordance with the Shareholder Warrants Deed Poll
“Shareholder Warrants Expiration Date”	:	The date falling five (5) years after the date of issue of the Shareholder Warrants
“Shareholder Warrants Issue”	:	The issuance of the Shareholder Warrants in the consolidated share capital of the Company to the Entitled Shareholders
“Shareholder Warrants Lock-Up Period”	:	The period commencing on the date of issue of the Shareholder Warrants and ending on the date

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	immediately preceding the third anniversary of the date of issue of the Shareholder Warrants, or the date that all the Perpetual Securities have been redeemed by the Company, whichever is earlier
“Shareholder Warrants Transfer Form”	: The instrument of transfer in relation to the transfer of the Shareholder Warrants
“Shareholder Warrants Transferor”	: A transferor of the Shareholder Warrants, being a holder of the Shareholder Warrants whose Shareholder Warrants are registered in his own name
“Shareholders”	: The registered holders of the Shares in the register of members of the Company, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with such Shares
“Share(s)”	: Ordinary share(s) in the capital of the Company
“Substantial Shareholder”	: A person (including a corporation) who holds directly or indirectly 5% or more of the issued voting Shares of the Company
“Terms and Conditions of the Management Warrants”	: The terms and conditions of the Management Warrants to be set out in the Management Warrants Deed Poll, the text of which (subject to completion and amendment) is set out in Appendix B to this Offer Information Statement
“Terms and Conditions of the Shareholder Warrants”	: The terms and conditions of the Shareholder Warrants to be set out in the Shareholder Warrants Deed Poll, the text of which (subject to completion and amendment) is set out in Appendix A to this Offer Information Statement
“Terms and Conditions of the Warrants”	: The terms and conditions of the Shareholder Warrants and/or the Terms and Conditions of the Management Warrants, as the context may require
“UOB”	: United Overseas Bank Limited
“VWAP”	: Volume weighted average price
“Warrant Agency Agreements”	: Collectively, the Shareholder Warrant Agency Agreement and the Management Warrant Agency Agreement
“Warrant Agent”	: Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte Ltd)
“Warrantholders”	: Collectively, the Shareholder Warrantholders and the Management Warrantholders

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“Warrants”	: Collectively, the Shareholder Warrants and the Management Warrants
“Warrants Exercise Periods”	: Collectively, the Shareholder Warrants Exercise Period and the Management Warrants Exercise Period
“Warrants Exercise Prices”	: Collectively, the Shareholder Warrants Exercise Price and the Management Warrants Exercise Price
“Warrants Issues”	: Collectively, the Shareholder Warrants Issue and the Management Warrants Issue
“Warrants Shares”	: Collectively, the Shareholder Warrant Shares and the Management Warrant Shares
“%” or “per cent.”	: Percentage or per centum
“S\$” and “cents”	: Singapore dollars and cents, respectively
“US\$”	: US dollars, being the lawful currency of the United States of America

The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the same meanings ascribed to them respectively in Section 81SF of the SFA. The term **“subsidiary”** shall have the meaning ascribed to it in Section 5 of the Companies Act.

The headings in this Offer Information Statement are inserted for convenience only and shall be ignored in construing this Offer Information Statement.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter gender and *vice versa*. References to persons shall, where applicable, include corporations.

The words **“written”** and **“in writing”** include any means of visible reproduction.

Any reference in this Offer Information Statement to any enactment is a reference to that statute or enactment for the time being amended or re-enacted. Any term defined under the Companies Act, the SFA, the Listing Manual, the Takeover Code or such statutory or regulatory modification thereof and used in this Offer Information Statement shall, where applicable, have the meaning assigned to it under the Companies Act, the SFA, the Listing Manual, the Takeover Code or such statutory or regulatory modification thereof, as the case may be, unless otherwise provided.

Any reference to any agreement or document shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time.

Any reference to a time of day or date in this Offer Information Statement shall be a reference to Singapore time and date, unless otherwise stated.

Any discrepancies in tables included herein between the amounts and the totals thereof are due to rounding; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Where any word or expression is defined in this Offer Information Statement, such definition shall extend to the grammatical variations of such word or expression.

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References in this Offer Information Statement to “we”, “our” and “us” refer to the Group or any member of the Group as the context requires.

Any reference to announcements of or by the Company in this Offer Information Statement includes announcements by the Company posted on the website of the SGX-ST at <http://www.sgx.com>.

INDICATIVE TIMETABLE

The timetable below lists certain important dates and times relating to the Warrants Issues. All dates and times referred to below are Singapore dates and times.

Event	Date
Date of lodgement of this Offer Information Statement with the Authority	: 18 August 2022
Despatch of the Notification to the Entitled Shareholders and the PRL Key Management	: 18 August 2022
Shareholder Warrants Books Closure Date	: 29 August 2022 at 5.00 p.m.
Management Warrants Books Closure Date	: 29 August 2022 at 5.00 p.m.
Expected date for issuance of the Shareholder Warrants	: 19 September 2022
Expected date for issuance of the Management Warrants	: 19 September 2022
Expected date for listing of Shareholder Warrants on the Mainboard of the SGX-ST (subject to there being an adequate spread of holdings of the Shareholder Warrants to provide for an orderly market in the trading of the Shareholder Warrants)	: 22 September 2022 from 9.00 a.m.

The above timetable is indicative only and is subject to change. As at the date of this Offer Information Statement, the Company does not expect the timetable to be modified. However, the Company may, with the approval of the SGX-ST and/or CDP (if necessary), modify the timetable to subject any limitation under any applicable law. In that event, the Company will publicly announce any change to the above timetable through an SGXNET announcement to be posted on the SGX-ST's website at <http://www.sgx.com>.

SUMMARY OF THE DEBT RESTRUCTURING PLAN

During the years between 2010 and 2013, due to an increase in demand for offshore vessels, the Group's strategy was to expand its fleet of vessels. In line with this strategy, the Group invested in an approximately US\$451.8 million capital expenditure plan, and contracted to build 43 vessels. To finance the Group's fleet of vessels, the Group incurred substantial bank borrowings with the Secured Lenders, which stood at US\$503.9 million as at 30 June 2017. In 2015, the offshore and marine industry began to decline as oil prices plummeted, leading to declining charter rates and vessel utilisation. This stressed the Group's operations and finances and caused the Group's debt to become unsustainable.

The Group has secured the Debt Restructuring Plan with ENAV in order to restructure its existing debt obligations to its creditors, including the amounts owing under the Group's bank borrowings and the Notes. The Debt Restructuring Plan involves:

- (a) the Proposed Disposal, being the consensual directed transfer of the Sale Vessels (including the accompanying charterparty contracts and income streams) to the Purchaser (or its affiliates) in consideration for the Purchaser procuring the consensual discharge of approximately US\$200 million of the secured indebtedness presently owed by the Group to the Secured Lenders (including the waiver, release and/or discharge of mortgages, and all other security interests and guarantees related to the financing of the Sale Vessels) upon payment by the Purchaser to the Secured Lenders;
- (b) the restructuring of the remaining debt obligations (which will then be unsecured) in relation to the Sale Vessels owed to three (3) of the Secured Lenders which would still remain after completion of the Proposed Disposal and other unsecured creditors (including trade creditors) (approximately US\$229 million), via the Proposed Schemes of Arrangement;
- (c) in relation to United Overseas Bank Limited, the consensual restructuring of the loan associated with the Group's office and shipyard complex (approximately US\$52 million);
- (d) in relation to United Overseas Bank Limited and DBS Bank Ltd., the consensual restructuring of the unsecured debt obligations of the Group (apart from PCPL and CSIO) (approximately US\$11 million);
- (e) the consensual restructuring of the Notes (approximately US\$76 million) pursuant to the Consent Solicitation Exercise. In this regard, the Extraordinary Resolution pursuant to the Consent Solicitation Exercise was approved by Noteholders on 21 April 2021;
- (f) in relation to the Entitled Lenders, being DBS Bank Ltd., United Overseas Bank Limited and Oversea-Chinese Banking Corporation Limited, the consensual restructuring of various cross-currency swap facilities entered into in connection with the Notes (approximately US\$7 million);
- (g) the Company (and/or its relevant affiliates) entering into ship management agreements (such ship management agreements having no expiry dates) with the Purchaser (and/or its relevant affiliates) to manage the majority of the Sale Vessels (being 31 out of the 33 Sale Vessels) after completion of the Proposed Disposal; and
- (h) a special purpose vehicle (wholly owned by Mr. Pang Wei Meng (executive director of the Company) and Mr. Pang Wei Kuan, James (acting chief executive officer of the Company)) and ENAV entering into a shareholders' agreement setting out the terms governing their relationship as shareholders in the Purchaser. This equity participation is not intended to exceed approximately 15% of the Purchaser's share capital.

SUMMARY OF THE DEBT RESTRUCTURING PLAN

In addition, the following Proposed Securities Issuance will form part of the Debt Restructuring Plan, together with the Proposed Share Consolidation:

- (a) Noteholders (as a class) will be issued (i) 1,807,360,000 New Shares, being the Noteholder Redemption Shares and approximately 40% of the Enlarged Share Capital of the Company and (ii) up to S\$3,000,000 in principal amount of Perpetual Securities, to redeem all outstanding Notes;
- (b) the Entitled Lenders will be allotted 175,763,400 New Shares, being the Lender Shares and approximately 4% of the Enlarged Share Capital of the Company to discharge all liabilities owing by the Company to the Entitled Lenders that were incurred in good faith as a result of various cross-currency swap facilities entered into in connection with the Notes;
- (c) the PRL Key Management will be allotted 1,808,543,200 New Shares, being the Management Shares and approximately 40% of the Enlarged Share Capital of the Company to satisfy certain conditions of the ship management agreements entered into with the Purchaser (and/or its affiliates);
- (d) upon completion of the Proposed Share Issuances, the Shares of the Company will be consolidated on the basis of every ten (10) Existing Shares into one (1) Consolidated Share;
- (e) upon completion of the Proposed Share Consolidation, the Entitled Shareholders will be issued 22,527,400 Shareholder Warrants in the consolidated share capital of the Company on the basis of 100 Shareholder Warrants for every 100 Consolidated Shares, each Shareholder Warrant carrying the right to subscribe for one (1) Shareholder Warrant Share at the exercise price of S\$0.03 per Shareholder Warrant Share; and
- (f) upon the completion of the Proposed Share Consolidation, the PRL Key Management will be issued 23,033,431 Management Warrants in the consolidated share capital of the Company on the basis of 47 Management Warrants for every 100 Consolidated Shares, each Management Warrant carrying the right to subscribe for one (1) Management Warrant Share at the exercise price of S\$0.06 per Management Warrant Share.

Accordingly, the liabilities owing by the Group will be settled, waived, released, discharged, redeemed and/or restructured in accordance with the terms of the Debt Restructuring Plan.

On 23 February 2022, the Company announced that on a poll vote, all of the ordinary resolutions to approve certain transactions contemplated under the Debt Restructuring Plan were duly approved and passed by the Shareholders at the EGM.

On 10 March 2022, the Company announced that the transfer of the Sale Vessels from the Group to the Purchaser has been completed. Accordingly, the Secured Lenders have discharged approximately US\$200 million of the secured indebtedness owed by the Group and have released and/or discharged all security interests and guarantees in connection thereto.

On 21 July 2022, the Company announced that the Proposed Schemes of Arrangement have been approved by the requisite majority of the creditors. On 12 August 2022, the Company announced that the High Court has sanctioned the Proposed Schemes of Arrangement.

SUMMARY OF THE SHAREHOLDER WARRANTS ISSUE

The following is a summary of the principal terms and conditions of the of the Shareholder Warrants Issue which is derived from the Shareholder Warrants Deed Poll and should be read in conjunction with the full text of this Offer Information Statement, including the Terms and Conditions of the Shareholder Warrants as set out in **Appendix A** to this Offer Information Statement, and is qualified in its entirety by reference to information appearing elsewhere in this Offer Information Statement.

Number of Shareholder Warrants	:	The Company proposes to issue 22,527,400 Shareholder Warrants to the Entitled Shareholders, which when fully exercised, will amount to 22,527,400 Shareholder Warrant Shares and correspondingly, approximately 5% of the Enlarged Consolidated Share Capital of the Company.
Basis of Allotment	:	100 Shareholder Warrants for every 100 Consolidated Shares held by the Entitled Shareholders, fractional entitlements to be disregarded.
Number of Warrants	:	22,527,400 Shareholder Warrants.
Shareholder Warrants Issue Price	:	Free.
Shareholder Warrants Exercise Price	:	The Shareholder Warrants Exercise Price is S\$0.03 per Shareholder Warrant Share, being equivalent to a discount of 50% to the <i>pro forma</i> NTA per Share as at 30 June 2021.
Listing and Trading of the Shareholder Warrants and the Shareholder Warrant Shares	:	AIP for the listing of and quotation for up to 22,527,400 Shareholder Warrants and up to 22,527,400 Shareholder Warrant Shares on the Mainboard of the SGX-ST has been granted on 4 February 2022 subject to certain conditions, the details of which are set out in section titled “ Trading ” of this Offer Information Statement. The AIP is not to be taken as an indication of the merits of, <i>inter alia</i> , the Shareholder Warrants Issue, the Shareholder Warrants, the Shareholder Warrant Shares, the Shares, the Company and its subsidiaries. Each board lot of Shareholder Warrants will consist of 100 Shareholder Warrants or such other number as may be notified by the Company.
Shareholder Warrants Exercise Period	:	Subject to certain closed periods and the Shareholder Warrants Lock-Up Period, at any time after the date of issue of the Shareholder Warrants and expiring at 5.00 p.m. on the date falling five (5) years after the date of issue of the Shareholder Warrants.
Shareholder Warrants Lock-Up Period	:	The Shareholder Warrants may only be exercised on the date falling on the third anniversary of the issuance of the Shareholder Warrants, or earlier if all Perpetual Securities have been redeemed by the Company.
Form and Subscription Rights	:	The Shareholder Warrants will be issued in registered form and will be constituted by the Shareholder Warrants Deed Poll. Subject to the terms and conditions of the Shareholder Warrants Deed Poll, each Shareholder Warrant will entitle the Entitled Shareholder, at any time during the Shareholder Warrants

SUMMARY OF THE SHAREHOLDER WARRANTS ISSUE

		Exercise Period, to subscribe for one (1) Shareholder Warrant Share at the Shareholder Warrants Exercise Price in force on the relevant exercise date.
Status of Shareholder Warrant Shares	:	The Shareholder Warrant Shares will upon issue and allotment, rank <i>pari passu</i> in all respects with the then existing Shares, except that they will not be entitled to participate in any dividends, rights, allotments or other distributions where the Record Date is before the date of issue and allotment of the Shareholder Warrant Shares.
Adjustment	:	The Shareholder Warrants Exercise Price and the number of Shareholder Warrants held by each holder of the Shareholder Warrants shall from time to time be adjusted in accordance with the terms and conditions of the Shareholder Warrants set out in the Shareholder Warrants Deed Poll, and shall be adjusted in all or any of the following cases:- (a) any consolidation or subdivision of the Shares; (b) an issue by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares <i>in lieu</i> of cash or other dividend); (c) a capital distribution made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); (d) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights; or (e) an issue (otherwise than pursuant to an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, requiring an adjustment under sub-paragraph (d) above, and other than an issue of Shares to Shareholders who elect to receive Shares <i>in lieu</i> of cash or other dividend) by the Company of Shares, if the total effective consideration for each Share is less than ninety per cent. (90%) of the last dealt price for each Share. Please refer to the Terms and Conditions of the Shareholder Warrants as set out in Appendix A to this Offer Information Statement for the provisions which the Company will use to determine adjustments to the Shareholder Warrants Exercise Price and the number of Shareholder Warrants.
Transfer and Transmission	:	Subject to the terms and conditions of the Shareholder Warrants set out in the Shareholder Warrants Deed Poll, the Shareholder Warrants shall be transferable in lots entitling the holders of the Shareholder Warrants to subscribe for whole numbers of

Shareholder Warrant Shares and so that no person shall be recognised by the Company as having title to Shareholder Warrants entitling the holder thereof to subscribe for a fractional part of a Shareholder Warrant Share or otherwise than as the sole or joint holder of the entirety of such Shareholder Warrant Share.

Where the Shareholder Warrants are registered in the name of CDP and the Shareholder Warrants are to be transferred between Depositors, such Shareholder Warrants must be transferred in the Depository Register by CDP by way of book entry.

The Shareholder Warrants Transferor shall lodge, during normal business hours on any business day so as to be received at the specified office of the Warrant Agent, the Shareholder Warrants Transferor's Shareholder Warrant certificate(s) together with the Shareholder Warrants Transfer Form duly completed and signed by, or on behalf of, the Shareholder Warrants Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Shareholder Warrants Transfer Form for the transfer of Shareholder Warrants to it.

The executors and administrators of a deceased holder of the Shareholder Warrants whose Shareholder Warrants are registered otherwise than in the name of CDP (not being one of several joint holders whose Shareholder Warrants are registered otherwise than in the name of CDP) and, in the case of one or more of several such joint holders of the Shareholder Warrants, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent of the Shareholder Warrants as having title to Shareholder Warrants registered in the name of the deceased holder of the Shareholder Warrants. Such persons shall, on producing to the Warrant Agent such evidence as may be reasonably required by the Warrant Agent to prove their title, and on the completion of a Shareholder Warrants Transfer Form and the payment of the fees and expenses required by the terms and conditions of the Shareholder Warrants to be set out in the Shareholder Warrants Deed Poll, be entitled to be registered as a holder of the Shareholder Warrants or to make such transfer as the deceased holder could have made.

- Liquidation : If a resolution is passed for a members' voluntary winding-up of the Company then:-
- (a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the holders of the Shareholder Warrants, or some person designated by them by way of a resolution passed at a meeting of the holders of the Shareholder Warrants duly convened and held in accordance with the provisions of the Shareholder Warrants Deed Poll by a majority consisting of not less than three-fourth of the votes cast thereon, the terms of such scheme of arrangement shall

SUMMARY OF THE SHAREHOLDER WARRANTS ISSUE

be binding on all the holders of the Shareholder Warrants;
and

- (b) in any other case, every holder of the Shareholder Warrants shall be entitled, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Shareholder Warrant certificate(s) to the Company with the notice for the exercise of the Shareholder Warrants duly completed, together all relevant payments payable, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Shareholder Warrants to the extent of the number of Shareholder Warrants exercised and had on such date been the holder of the Shareholder Warrant Shares to which he would have become entitled pursuant to such exercise. The Company shall give notice to the holder of the Shareholder Warrants in accordance with the terms and conditions of the Shareholder Warrants of the passing of any such resolution within seven (7) Market Days after the passing thereof.

Subject to the foregoing, if the Company is wound-up for any other reason, all Shareholder Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Shareholder Warrants shall cease to be valid for any purpose.

Further Issue of Securities : Subject to the terms and conditions of the Shareholder Warrants set out in the Shareholder Warrants Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as bonus distributions and further subscription rights upon such terms and conditions as the Company sees fit but the holders of the Shareholder Warrants shall not have any participating rights in such issue unless otherwise resolved by the Company in general meeting or in the event of a take-over offer to acquire Shares.

Governing Law : Laws of the Republic of Singapore.

SUMMARY OF THE MANAGEMENT WARRANTS ISSUE

The following is a summary of the principal terms and conditions of the of the Management Warrants Issue which is derived from the Management Warrants Deed Poll and should be read in conjunction with the full text of this Offer Information Statement, including the Terms and Conditions of the Management Warrants as set out in **Appendix B** to this Offer Information Statement, and is qualified in its entirety by reference to information appearing elsewhere in this Offer Information Statement.

Number of Management Warrants	:	The Company proposes to issue 23,033,431 Management Warrants to the PRL Key Management, which when fully exercised, will amount to 23,033,431 Management Warrant Shares and correspondingly, approximately 5% of the Enlarged Consolidated Share Capital of the Company.
Basis of Allotment	:	47 Management Warrants for every 100 Consolidated Shares held by the PRL Key Management, fractional entitlements to be disregarded.
Number of Warrants	:	23,033,431 Management Warrants.
Management Warrants Issue Price	:	Free.
Management Warrants Exercise Price	:	The Management Warrants Exercise Price is S\$0.06 per Management Warrant Share, being equivalent to the <i>pro forma</i> net tangible asset value of the Company per Share as at 30 June 2021.
Listing and Trading of the Management Warrants and the Management Warrant Shares	:	The Management Warrants will not be listed on the Mainboard of the SGX-ST. AIP for the listing of and quotation for up to 23,033,431 Management Warrant Shares on the Mainboard of the SGX-ST has been granted on 4 February 2022 subject to certain conditions, the details of which are set out in section titled “Trading” of this Offer Information Statement. The AIP is not to be taken as an indication of the merits of, <i>inter alia</i>, the Management Warrants Issue, the Management Warrants, the Management Warrant Shares, the Shares, the Company and its subsidiaries.
Management Warrants Exercise Period	:	Subject to certain closed periods and the Management Warrants Lock-Up Period, at any time after the date of issue of the Management Warrants and expiring at 5.00 p.m. on the date falling five (5) years after the date of issue of the Management Warrants.
Management Warrants Lock-up Period	:	The Management Warrants may only be exercised on the date falling on the third anniversary of the issuance of the Management Warrants, or earlier if all Perpetual Securities have been redeemed by the Company.
Form and Subscription Rights	:	The Management Warrants will be issued in registered form and will be constituted by the Management Warrants Deed Poll. Subject to the terms and conditions of the Management Warrants Deed Poll, each Management Warrant will entitle the PRL Key

SUMMARY OF THE MANAGEMENT WARRANTS ISSUE

Management, at any time during the Management Warrants Exercise Period, to subscribe for one (1) Management Warrant Share at the Management Warrants Exercise Price in force on the relevant exercise date.

Status of Management Warrant Shares : The Management Warrant Shares will upon issue and allotment, rank *pari passu* in all respects with the then existing Shares, except that they will not be entitled to participate in any dividends, rights, allotments or other distributions where the Record Date is before the date of issue and allotment of the Management Warrant Shares.

Adjustment : The Management Warrants Exercise Price and the number of Management Warrants held by each holder of the Management Warrants shall from time to time be adjusted in accordance with the terms and conditions of the Management Warrants set out in the Management Warrants Deed Poll, and shall be adjusted in all or any of the following cases:-

- (a) any consolidation or subdivision of the Shares;
- (b) an issue by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares *in lieu* of cash or other dividend);
- (c) a capital distribution made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);
- (d) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights; or
- (e) an issue (otherwise than pursuant to an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, requiring an adjustment under sub-paragraph (d) above, and other than an issue of Shares to Shareholders who elect to receive Shares *in lieu* of cash or other dividend) by the Company of Shares, if the total effective consideration for each Share is less than ninety per cent. (90%) of the last dealt price for each Share.

Please refer to the Terms and Conditions of the Management Warrants as set out in **Appendix B** to this Offer Information Statement for the provisions which the Company will use to determine adjustments to the Management Warrants Exercise Price and the number of Management Warrants.

Transfer and Transmission : Subject to the terms and conditions of the Management Warrants set out in the Management Warrants Deed Poll, the Management Warrants shall be transferable in lots entitling the holders of the

Management Warrants to subscribe for whole numbers of Management Warrant Shares and so that no person shall be recognised by the Company as having title to Management Warrants entitling the holder thereof to subscribe for a fractional part of a Management Warrant Share or otherwise than as the sole or joint holder of the entirety of such Management Warrant Share.

Where the Management Warrants are registered in the name of CDP and the Management Warrants are to be transferred between Depositors, such Management Warrants must be transferred in the Depository Register by CDP by way of book entry.

The Management Warrants Transferor shall lodge, during normal business hours on any business day so as to be received at the specified office of the Warrant Agent, the Management Warrants Transferor's Management Warrant certificate(s) together with the Management Warrants Transfer Form duly completed and signed by, or on behalf of, the Management Warrants Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Management Warrants Transfer Form for the transfer of Management Warrants to it.

The executors and administrators of a deceased holder of the Management Warrants whose Management Warrants are registered otherwise than in the name of CDP (not being one of several joint holders whose Management Warrants are registered otherwise than in the name of CDP) and, in the case of one or more of several such joint holders of the Management Warrants, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent of the Management Warrants as having title to Management Warrants registered in the name of the deceased holder of the Management Warrants. Such persons shall, on producing to the Warrant Agent such evidence as may be reasonably required by the Warrant Agent to prove their title, and on the completion of a Management Warrants Transfer Form and the payment of the fees and expenses required by the terms and conditions of the Management Warrants to be set out in the Management Warrants Deed Poll, be entitled to be registered as a holder of the Management Warrants or to make such transfer as the deceased holder could have made.

- Liquidation : If a resolution is passed for a members' voluntary winding-up of the Company then:-
- (a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the holders of the Management Warrants, or some person designated by them by way of a resolution passed at a meeting of the holders of the Management Warrants duly convened and held in accordance with the provisions

SUMMARY OF THE MANAGEMENT WARRANTS ISSUE

of the Management Warrants Deed Poll by a majority consisting of not less than three-fourth of the votes cast thereon, the terms of such scheme of arrangement shall be binding on all the holders of the Management Warrants; and

- (b) in any other case, every holder of the Management Warrants shall be entitled, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Management Warrant certificate(s) to the Company with the notice for the exercise of the Management Warrants duly completed, together all relevant payments payable, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Management Warrants to the extent of the number of Management Warrants exercised and had on such date been the holder of the Management Warrant Shares to which he would have become entitled pursuant to such exercise. The Company shall give notice to the holder of the Management Warrants in accordance with the terms and conditions of the Management Warrants of the passing of any such resolution within seven (7) Market Days after the passing thereof.

Subject to the foregoing, if the Company is wound-up for any other reason, all Management Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Management Warrants shall cease to be valid for any purpose.

Further Issue of Securities : Subject to the terms and conditions of the Management Warrants set out in the Management Warrants Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as bonus distributions and further subscription rights upon such terms and conditions as the Company sees fit but the holders of the Management Warrants shall not have any participating rights in such issue unless otherwise resolved by the Company in general meeting or in the event of a take-over offer to acquire Shares.

Governing Law : Laws of the Republic of Singapore.

To the best of the Directors' knowledge and belief as at the Latest Practicable Date, the risk factors that are material to prospective investors in making an informed judgment on the Warrants Issues are set out below. Prospective investors should carefully consider and evaluate each of the following considerations and all other information contained in this Offer Information Statement before making an investment decision. The Group may be affected by a number of risks that may relate to the industries and countries in which the Group operates as well as those that may generally arise from, inter alia, economic, business, market and political factors, including the risks set out herein. The risks described below are not intended to be exhaustive. There may be additional risks not presently known to the Group, or that the Group may currently deem immaterial, which could affect its operations, possibly materially. If any of the following considerations and uncertainties develops into actual events, the business, financial conditions or results of operations of the Company and the Group could be materially and adversely affected. In such cases, the trading price of the Shareholder Warrants, the Shareholder Warrant Shares and/or the Management Warrant Shares could decline and prospective investors may lose all or part of their investments.

This Offer Information Statement contains forward-looking statements relating to events that involve risks and uncertainties. See the section titled "Cautionary Note on Forward-Looking Statements" of this Offer Information Statement.

A. RISKS RELATING TO THE GROUP'S INDUSTRIES

Prospective investors should note that following the completion of the Debt Restructuring Plan, certain risk factors in relation to the Group's offshore support services and subsea businesses will no longer be relevant to the Group, as the Group will no longer own the Sale Vessels and would be involved primarily in the business of ship management.

The Group is dependent on the global offshore oil and gas industry

The customer base of the Group mainly comprises companies operating in the global offshore oil and gas industry. As such, the business and financial performance of the Group are highly dependent on capital expenditure relating to the activities in the global offshore oil and gas industry. The level of activity in the global offshore oil and gas industry is in turn affected by oil and gas prices and expectations of potential changes in such prices. Oil and gas prices are affected by various factors, including the following:

- (a) the global economic growth and prospects;
- (b) the actual and perceived changes in demand and supply of oil and gas;
- (c) the costs of exploring for, developing, producing and delivering oil and gas;
- (d) the economic state and political climate in major oil and gas producing regions;
- (e) the ability of the Organization of the Petroleum Exporting Countries ("OPEC") and other petroleum producing nations to set and maintain production levels and stability in prices;
- (f) the changes in weather conditions which affect the production of oil and gas; and
- (g) the government policies and regulations, including energy and resources policies as well as environmental and safety regulations.

These factors are beyond the control of the Group. A significant reduction in the level of offshore oil and gas activities or demand for oil and gas due to political, economic, or regulatory factors

will affect the demand for the chartering of the Group's offshore vessels, services and equipment. This in turn may adversely affect the business, financial condition, results of operations and prospects of the Group.

The Group is affected by the supply of vessels in the industry and fluctuations in charter rates for vessels and values of vessels

The supply of offshore vessels in the industry is determined by the independent assessment of the demand for and supply of vessels by offshore support operators. An over-estimation of demand may result in an excess supply of vessels and may lower the charter rates of vessels. In addition, the charter rates of vessels are affected by environmental and weather conditions as well as political situations in the countries where the Group's customers' operations are located.

In such events when there is a significant adverse impact on charter rates, the Group's business, financial condition, results of operations and prospects may be adversely affected.

The Group is subject to substantial hazards and risks inherent in its offshore support operations

The Group's operations are exposed to inherent risks of marine disasters and accidents such as oil spills, collisions resulting in damage to and/or loss of vessels, equipment and offshore structures which are carried on board such vessels, property loss and interruptions to operations caused by major mechanical failures. In such events, the Group may incur liability for containment, cargo losses, clean-up, salvage costs, wreck removal and/or other damages.

The Group may also be exposed to claims from third parties, including substantial fines and penalties imposed by authorities, arising from marine disasters and accidents. Any of such events may disrupt the Group's business and result in a reduction in revenue and profits or increased costs.

While the Group is insured against such events, there can be no assurance that all risks have been adequately insured against all potential liabilities, that any insured sum will be paid, or that the Group's insurance policies relating to these risks would be renewed. In the event of damages and/or losses in excess of the Group's insurance coverage or in the event that it is unable to renew its insurance policies in relation to the risks relating to such events, the Group may be required to make significant compensation that may adversely affect the Group's business, financial condition, results of operations and prospects.

The Group is exposed to potential liability arising from damage to property and injury or death to personnel

Due to the nature of the Group's operations, its employees or third parties may be involved in accidents on vessels or premises belonging to the Group or third parties, which may result in injury or death, or damage to property or vessels. The Group may be liable, whether contractually or under the law, for any or all of such loss or damage or injury or loss of life. In the event that the Group's insurance policies do not adequately cover its liabilities arising from an accident, it would be liable for the claims which are in excess of its insurance coverage and this may adversely affect its financial condition.

The Group operates in a competitive market

The offshore support services market is competitive. The Group faces competition from other local and international offshore support operators in its offshore support services business, and expects to face increased competition from both existing competitors and any new entrants into

the market in the future. Competitive factors include price and quality of services offered by other offshore support operators and managers. Some of the Group's competitors have bigger operation, longer operating histories and/or greater financial, technical, marketing and other resources and could therefore be in a better position to expand their business and market share. They may also engage in aggressive pricing which will necessitate the Group lowering its service fees significantly in order to secure contracts, thereby lowering the Group's gross profit margins and/or affecting its cash flows. Accordingly, if the Group is required to reduce the pricing of its services (without any corresponding reduction in costs) in order to retain the Group's existing customers and attract new customers, the Group's business, financial condition, results of operations and prospects may be adversely affected.

The Group's operations are exposed to security threats and piracy in certain areas of operations

The Group operates in regions in which vessels may encounter incidences of security threats such as piracy, terrorist attacks, wars, insurgency and internal strife and the Group's vessels, and the vessels which the Group manages, may be seized, destroyed or damaged. Furthermore, any incidences of security threats may result in substantial increases in the Group's insurance premiums. In such events, the Group's business, financial condition, results of operations and prospects may be adversely affected.

The Group operates in some regions with volatile and unpredictable political, legal, regulatory and economic environments

The Group is an international business, and some of its operations are located in regions or countries where the political, legal, regulatory, social and economic environments can be volatile and unpredictable. The Group's operations in international markets are subject to various risks, including those relating to political and social instability, war or civil unrest, terrorist activity, general downturns in economic conditions, governmental actions or interventions (including tariffs, protectionist measures and subsidies), regulatory and taxation changes (including the imposition of unexpected taxes, tariffs or other payments), difficulties or delays in obtaining or renewing relevant permits or consents, cancellation of contractual rights and a difficulty or inability to enforce these rights or to obtain redress in the relevant courts, expropriation of assets, and an inability to repatriate profits or dividends. The occurrence of any of these events or of any other similar events relating to the Group's international business activities may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

B. RISKS RELATING TO THE GROUP'S BUSINESS

Prospective investors should note that following the completion of the Debt Restructuring Plan, certain risk factors in relation to the Group's offshore support services and subsea businesses will no longer be relevant to the Group, as the Group will no longer own the Sale Vessels and would be involved primarily in the business of ship management.

The ship management agreements of the Group may be terminated upon the occurrence of certain events

As part of the Debt Restructuring Plan, the ENAV group will secure the services of the management team by way of entering into ship management agreements with the Group. The ship management agreements entered into with the ENAV group, as well as those awarded by new vessel owners, may be terminated upon the occurrence of certain events. Such events may include non-performance, loss or seizure of vessels, events of force majeure, cessation or abandonment of offshore operations by vessel owners or upon notice of termination being given

by vessel owners for any reason whatsoever. In addition, the ship management rates under the ship management agreements may also be reduced or become non-collectable due to various reasons such as non-performance, work stoppage by the crew of the vessel, breakdown or other accidents involving the vessel, or any other reason which may render the vessel unavailable for deployment for a specified period of time. If any of such events occur, the Group's revenue and profitability will be adversely affected. In addition, if for whatever reason the Group is unable to secure new ownership management agreements within a reasonable timeframe upon termination of existing ship management agreements, or if there are protracted negotiations over the terms of the ship management agreements, or in the event the ship management agreements are renewed at less favourable terms, the Group's revenue and profitability may be materially and adversely affected.

Fluctuations in input costs could adversely affect profitability

The Group's profitability is affected by many input costs including manpower and other corporate overhead expenses. Any significant increase in these input costs may adversely affect the Group's business, financial condition, results of operations and prospects.

The Group is dependent on the availability of crew and faces the risk of increases in the costs of its crew

The Group's business is dependent on the crew that operate its vessels and equipment. Most of these crew members are contracted to work for the Group on a term basis, and are not on the Group's permanent payroll. Due to the limited pool of such crew, the Group encounters competition from other offshore operators in relation to their hiring. In the event that there is a shortage in the availability of such crew or the Group is not successful in maintaining the pool of crew members required for the Group's operations, the Group's business and operations will be disrupted and this in turn may adversely affect the financial condition and prospects of the Group.

The Group faces risks arising from any significant downtime of vessels or equipment

Any unexpected, prolonged and significant downtime of vessels managed by the Group may cause major disruptions to the Group's operations. In the event that the Group is affected by such prolonged and significant downtime of vessels, its business, financial condition, and results of operations may be adversely affected.

The Group is subject to the risk of insufficient insurance coverage for its operations

The Group is insured against losses and claims for risks related to ship management operations. Although the Group's liability to its customers is generally limited to the amount covered by the insurance policy, the Group may, in certain circumstances, be liable to cover the amounts claimed if the insurance coverage is insufficient or the losses and claims are not covered by the insurance policies that the Group has taken up. In cases where the Group is not included as a co-insured in the insurance policies, the insurance companies may also seek recourse against the Group.

Adequate insurance coverage is a prerequisite for all the chartering contracts. Most of the Group's existing insurance policies are sufficient to meet such contractual requirements. However, certain events such as wars, terrorist attacks and natural disasters in the countries or regions where the Group and its customers operate may lead to withdrawal of or exclusion of such events from the insurance coverage by the Group's insurers. If the Group is not able to secure alternative arrangement to meet the insurance coverage requirements of the chartering contracts, it will not be able to manage and operate the vessels. This may adversely affect the Group's operations and financial condition.

The Group is exposed to credit risks and risks arising from credit terms extended to its customers

The Group is exposed to payment delays and/or defaults by its customers. In general, the Group extends credit terms to its customers. The credit risks of the customers are due to the inherent uncertainties in their business environment and these include political, social, legal, economic, foreign exchange risks, as well as those arising from unanticipated events or circumstances. As a result, the Group may encounter customers who may have cash flow problems and are unable to pay the Group on time or at all. In such an event, the Group's financial condition may be adversely affected through impairment and write-off of receivables.

The Company's ability to comply with its obligation to repay its creditors is dependent upon the earnings of, and distributions by, the members of the Group and future performance of the Group

The Company's ability to comply with its obligation to repay its creditors depends on the earnings of the Group and the distribution of funds amongst members of the Group. Whether or not the members of the Group can make distributions to the Company will depend on distributable earnings and cash flow conditions, and may be subject to restrictions in the debt financing agreements of its members, by applicable law and/or other arrangements. These restrictions could reduce the amount of distributions that the Company receives from its members, which would restrict the Company's ability to fund its business operations and to comply with its payment obligations.

Further, the ability of the Company to make any scheduled principal or interest payments on its indebtedness and to fund its growth aspirations, will depend on the Group's future performance and its ability to generate cash, which to a certain extent is subject to general economic, financial, competitive, legislative, legal, regulatory and other factors, as well as other factors discussed in the section entitled "**Risk Factors**" of this Offer Information Statement, many of which are beyond the control of the Company. If the Company's future cash flow from operations and other capital resources are insufficient to pay its debt obligations, or to fund its other liquidity needs, it may have to restructure its existing indebtedness. No assurance can be given that the Company would be able to accomplish any of these measures on a timely basis or on satisfactory terms or at all.

The Group's shipyard business is subject to certain risks

As part of the Group's strategic plan to diversify its revenue, the Group commenced in 2016 the provision of ship repair, fabrication and vessel conversion services at its ship repair yard located at 15 Pandan Road. The ship repair yard operates in a highly competitive market and is affected by the level of activity in the global offshore oil and gas industry.

The operations of a ship repair yard have inherent risks and hazards that are distinct from ship management operations. The Group places the highest priority on its workplace safety, health and security systems which are regularly enhanced to comply with international and national standards. Despite all efforts to minimise incidents, total elimination of such risks is not possible and mishaps are inevitable. At times, such incidents may result in human capital and financial losses, as well as reputational damage.

The shipyard business is generally undertaken on a project basis. Accordingly, third party risks in the form of non-performance or poor performance of contractors, suppliers or vendors could affect the Group's ability to execute its projects as planned, thereby causing delays and/or cost overruns. This could happen when substitute contractors, suppliers or vendors are limited, especially for specialised services and equipment. While reasonable measures have been taken to address these risks, such risks cannot be completely eliminated and, should they

materialise, the operations of the ship repair yard may be disrupted and this in turn may adversely affect the financial condition and results of operations of the Group.

The Group depends on its key personnel for its business and its continued growth and success

The Group's continued success is dependent on its ability to retain the services of the respective key management of the Group. The loss of the services of the key management without suitable and timely replacements may lead to the loss or deterioration of important business relationships, which in turn may have an adverse impact on the Group's business, financial condition, results of operations and prospects.

The Group may not be able to successfully implement its future plans

The Group's future plans are dependent on numerous external factors, including, but not limited to, general economic conditions, market sentiment, market competition and availability of resources. Any adverse development in these external factors may impede the Group's ability to implement its future plans and as a result, its business, financial condition, results of operations and prospects may be adversely affected.

The Group may be affected by foreign exchange fluctuations

The Group's foreign exchange risk arises mainly from the mismatch between the currency of its receipts and payments. The Group may enter into foreign currency forward contracts, where necessary, to hedge the Group's exposure to foreign currency fluctuations. However, there is no assurance that the Group will be able to successfully hedge all foreign currency exposures against foreign exchange fluctuations and resulting losses in such event, its financial condition may be adversely affected.

The Group is exposed to risk in respect of outbreaks of communicable diseases

An outbreak of contagious diseases in the countries in which the Group, its contracted shipyards, customers or suppliers operate will disrupt the operations of the Group and in turn, may have an adverse effect on the Group's business, results of operations and financial condition.

The Group is exposed to risks of litigation

The Group is exposed to risks of litigation. This may divert significant time and attention of the Group's management from its business and operations. The cost of pursuing and defending any legal proceeding in which the Group is involved in may be substantial. In addition, if the Group is unsuccessful in settling any legal proceedings on commercially reasonable terms, it may be liable for amounts or may be subject to court orders (such as a winding-up order) that may have a material adverse impact on the Group's business, financial condition, results of operations and prospects.

The Group may be affected by disruption in financial markets

The Group's business, financial condition, results of operations and prospects may be materially and adversely affected by any disruption to financial markets in Singapore, in the region and/or globally if it leads to significant increase in financing costs, credit crunch, and/or tightening of liquidity. Further, the knock-on effects of such financial disruption on the general economy may exacerbate the adverse impact to the Group.

The Group is subject to the laws and regulations of the jurisdictions in the countries in which it operates

The jurisdictions and countries in which the Group operate in have laws and regulations which the Group is required to comply with. Changes to these laws and regulations may result in significant increase in compliance costs, and this may increase the Group's cost of operations considerably. If the Group cannot comply with the new laws and regulations and cannot obtain the relevant licences, the Group may not be able to continue with its operations in these countries. These events may have an adverse effect on the Group's business, financial condition, results of operations and prospects.

In addition, the Group's licences and permits are generally subject to conditions stipulated in the licences and permits and/or relevant laws or regulations under which such licences and permits are issued. Failure to comply with such conditions could result in the revocation or non-renewal of the relevant licence or permit. As such, the Group has to constantly monitor and ensure its compliance with such conditions. Should there be any failure to comply with such conditions resulting in the revocation or non-renewal of any of the Group's licences and permits, it may not be able to carry out its operations. In such event, the Group's business, financial condition, results of operations and prospects may also be materially and adversely affected.

The Group has presence in various countries in Asia and Middle East. Accordingly, the Group's business, financial condition, results of operations and prospects are subject to and dependent on a variety of factors affecting these regions, including: (a) inflation, changes in interest rates and general economic conditions; (b) the occurrence of any civil unrest, military conflict, terrorism, changes in political climate and other security concerns; (c) changes in legal and regulatory conditions; (d) changes in duties payable and taxation rates; (e) changes in or promulgation of any guidelines concerning ownership of equity interest that the Group may be subject to; (f) the occurrence of any natural disasters; (g) imposition of restrictions on foreign currency conversion or the transfer of funds; or (h) expropriation or nationalisation of private enterprise or confiscation of private property or assets.

Should any of the aforesaid risks materialise in any of the countries in these regions that the Group has presence and the Group is unable to adapt its business strategies or operations accordingly, the Group's business, financial condition, results of operations and prospects may be materially and adversely affected.

The Group is subject to various international and local environmental protection laws and regulations

The Group's operations are subject to various international and local environmental protection laws and regulations. Such laws and regulations are becoming increasingly complex and stringent, and compliance may become increasingly difficult and costly. Some of these laws and regulations may expose the Group to liability for the conduct of others, or for its own acts, even if such acts have complied with all applicable laws at the time of performance. For instance, the Group may be required to pay significant fines and penalties for non-compliance. Some environmental laws impose joint and several strict liability for the cleaning up of spills and releases of oil and hazardous substances, regardless of whether the Group was negligent or at fault. Environmental protection laws and regulations may also have the effect of curtailing offshore exploration, development and production activities by the Group's customers. This would reduce the demand for the Group's services, which may in turn have an adverse impact on the Group's business, financial condition, results of operations and prospects.

The Group is affected by changes in the tax law in Singapore which is applicable to income from its vessels registered under the Singapore flag

Any changes in the current tax law in Singapore applicable to the taxation of ship management income may adversely affect the amount of income tax payable by the Group and may have an adverse impact on the Group's financial condition and results of operation.

The Group operates in certain legal systems where the application of various laws and regulations may be uncertain

The Group operates in developing nations, their legal and regulatory regimes may be less certain than other markets and are subject to unexpected changes. At times, the interpretation or application of laws and regulations may be unclear and the content of applicable laws and regulations may not be immediately available to the public. Under such circumstances, consultation with the relevant authorities may be necessary to obtain a better understanding or clarification of applicable laws and regulations. While the Group's practice is to seek legal advice and opinions prior to entering new markets, there is no guarantee that a legal position adopted will not be challenged by the local authorities.

The administration of laws and regulations by local courts in such jurisdictions may be subject to considerable discretion. As relatively few disputes relating to commercial matters and modern financial transactions and instruments may have been brought before the courts of such jurisdictions, such courts do not necessarily have the experience of courts in other jurisdictions. There is no certainty as to how long it will take for proceedings in these courts to be concluded, and the outcome of proceedings in these courts may be more uncertain than that of similar proceedings in other jurisdictions. Accordingly, the Group may not be able to obtain timely and equitable enforcement of its legal rights.

The administration of laws and regulations by local government agencies in the jurisdictions in which the Group operates may similarly be subject to considerable discretion. Any unforeseen changes in the tax interpretations by the local tax authorities in relation to the Group's operations (which may or may not have retrospective effect) may have a significant impact on the Group's tax exposure. In such an event, the Group may be exposed to tax liabilities such as underpaid tax and resulting penalties.

Consequently, the uncertainty regarding the application and enforcement of various laws and regulations in certain jurisdictions that the Group operates in may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The Group may be involved in contracts with state-owned companies that can be subject to different risks due to political shifts and difficulties in enforceability than contracts with other international companies

The Group may be involved in contracts with state-owned oil and gas companies. Contracts with these state-owned businesses can pose certain difficulties, such as political shifts in power or national security issues that are different from those which arise in dealings with international businesses. State-owned businesses have at times behaved, and may continue to behave, in ways that are not commercially expected. Changes in political regimes can lead to the new regime seeking to unwind, frustrate or unilaterally modify the terms of contracts. Any difficulty in managing these differences may have a material adverse effect on the Group's business, results of operations and financial condition.

C. RISKS RELATING TO THE WARRANTS

The Warrants may expire and become worthless if not exercised by the expiry of the Warrants Exercise Periods

The Warrants to be issued pursuant to the Warrants Issues will have an exercise period of five (5) years from their issue date, subject to certain lock-up periods and the terms and conditions of the Warrants set out in the respective Deed Polls. In the event that the Warrants are not exercised by the end of the respective Warrants Exercise Periods, the Warrants will expire and become worthless.

The listing of the Shareholder Warrants is subject to a sufficient spread of holdings

In the event that permission is not granted by the SGX-ST for the listing of and quotation for the Shareholder Warrants due to an insufficient spread of holdings of the Shareholder Warrants to provide for an orderly market in the trading of the Shareholder Warrants, the Company shall nevertheless proceed with and complete the Shareholder Warrants Issue. In such event, Shareholder Warrantholders will not be able to trade their Shareholder Warrants on the SGX-ST.

The dealing in, listing of and quotation for additional Warrants issued pursuant to any adjustments as set out in the Terms and Conditions of the Warrants, and additional Warrants Shares pursuant to an exercise of such additional Warrants are subject to approval by the SGX-ST

In the event that adjustments are made to the number of Warrants pursuant to the Terms and Conditions of the Warrants such that additional Warrants are required to be issued, the dealing in, listing of and quotation for such additional Warrants, and additional Warrants Shares pursuant to an exercise of such additional Warrants on the Official List of the SGX-ST are subject to the SGX-ST's approval and there is no assurance that such approval will be obtained on a timely basis or at all.

The exercise of the Warrants may cause the market value of the Shares to immediately decrease

There is no assurance that the Warrants Exercise Prices will be at a discount or premium to or over the prevailing market price of the Shares at the time of exercise. The discount or premium represented by the Warrants Exercise Prices to or over the prevailing market price of the Shares, as the case may be at such time, coupled with the potential increase in the number of Shares upon the exercise, may result in an immediate decrease in the market value of the Shares. The Warrants Exercise Prices do not bear a direct relationship to the book value of the Group's assets, past operations, cash flow, earnings, financial condition or other established criteria for value. Hence, the Warrants Exercise Prices may not be an indication of any underlying value of Shares.

Warrantholders will have no rights as Shareholders until they acquire Warrants Shares upon the exercise of the Warrants

Subject to the Terms and Conditions of the Warrants, Warrantholders have the right to exercise their Warrants to subscribe for Warrants Shares. Unless and until the Warrantholders acquire Warrants Shares upon the exercise of the Warrants respectively, the Warrantholders will have no rights as Shareholders (including voting rights and rights to receive dividends or distributions) with respect to the Warrants Shares. Except for limited cases under the adjustments to the Warrants Exercise Prices and number of Warrants, the Warrantholder will be entitled only to rights that the Company may grant with respect to its Shares if and when it delivers Shares to

them upon exercise of its Warrants to subscribe for Warrants Shares. For example, should the Company seek approval from Shareholders for a potential merger, or if an amendment is proposed to its Constitution which may require Shareholder approval, the Warrantholders will not be entitled to vote on the merger or amendment with respect to the Warrants Shares.

Warrantholders who acquire the Warrants Shares upon the exercise of the Warrants will be entitled to exercise rights as Shareholders only as to actions for which the applicable Record Date occurs on or after the relevant exercise date in respect of the Warrants Shares, subject to the Terms and Conditions of the Warrants. The Warrants Shares which the Warrantholder will receive upon exercise of his Warrants will be subject to all changes affecting the Shares.

Amendment of the Terms and Conditions of the Warrants

The Terms and Conditions of the Warrants contain provisions for calling meetings of Warrantholders to consider matters affecting their interests generally, including the sanctioning of a modification of the Warrants or the Deed Polls. These provisions permit defined majorities to bind all Warrantholders, including Warrantholders who did not attend and vote at the relevant meeting and Warrantholders who voted in a manner contrary to the majority.

The Company may, without the consent of the Warrantholders, but in accordance with the Deed Polls, effect any modification to the Warrants, the Warrant Agency Agreements or the Deed Polls, which, (a) in the opinion of the Company, is not materially prejudicial to the interests of the Warrantholders, (b) is of a formal, technical or minor nature, (c) is to correct a manifest error or to comply with mandatory provisions of Singapore law, or (d) is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of Warrants Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the SGX-ST.

There may not be an active or liquid market for the Shareholder Warrants

There is no assurance that an active or liquid market for the Shareholder Warrants will develop or, if it develops, will be sustained after the Shareholder Warrants Issue. The Company is unable to predict the extent to which a trading market will develop, if at all, or how liquid that market may become.

Any secondary market activities may not be continuous or regular and the value of the Shareholder Warrants may fluctuate for various reasons over which the Company has no control. There is no assurance as to the ability of investors to sell, or the prices at which investors would be able to sell, the Shareholder Warrants.

Further, the demand for the Shareholder Warrants, its price fluctuations as well as trading volume may vary from that of the Shares.

Shareholders (where they are also Warrantholders) will suffer dilution of their percentage of ownership of the Shares if they do not exercise their Warrants if other Warrantholders do

If any Shareholder entitled to the Warrants does not exercise the Warrants, and the Warrants are exercised for by other investors, his proportionate voting and ownership interest will be reduced on the issue of the Warrants Shares. The percentage that such Shareholder's Shares represent of the Company's enlarged share capital after the issue of the Warrants Shares will also be diluted. The magnitude of the reduction of a Shareholder's percentage ownership will depend upon the number of the Warrants ultimately exercised.

D. RISKS RELATING TO THE SHARES***Shareholders may experience substantive dilution in the future***

The Company may enter into transactions that may be dilutive to Shareholders in the future. New issues of Shares may occur in the future and the subscription price for such Shares may be above, at or below the then prevailing net asset value per Share. Where new Shares are issued at a price which is less than the then prevailing net asset value per Share, the net asset value of each existing Share will be diluted.

The Company may not be able to pay dividends in the future

The Company may not be able to pay dividends in the future if it is unable to successfully implement its strategies or if there are adverse developments to its business as a result of competitive, regulatory, general economic conditions, demand and other factors specific to its industry, many of which are beyond its control. Any future determination as to the declaration and payment of dividends will be at the discretion of the Board and will depend on factors that the Board deems relevant, including (among others) the business, financial condition, cash requirements, results of operations, prospects and financing arrangements of the Group.

There may not be an active or liquid market for the Shares

There can be no assurance that an active trading market for the Shares will develop. Although it is currently intended that the Shares will remain listed on the SGX-ST, there is no guarantee of the continued listing of the Shares. For example, the Company may not continue to satisfy the listing requirements for listed companies. A failure to maintain the Company's listing on the SGX-ST, or other securities markets, could adversely affect the market value of the Shares.

The price of the Shares may decline after the completion of the Debt Restructuring Plan

The trading price of the Shares will depend on many factors, including:

- (a) the perceived prospects of the Group's business post-restructuring, in particular, the ship management business;
- (b) changes in the conditions of the oil and gas and offshore industries;
- (c) differences between the Group's actual financial and operating results and those expected by prospective investors and analysts;
- (d) changes in analysts' recommendations or projections;
- (e) changes in general economic or market conditions;
- (f) the market value of the Group's assets;
- (g) the perceived attractiveness of the Shares against those of other equity or debt securities, including those not in the oil and gas and offshore industries;
- (h) the balance between buyers and sellers of the Shares;
- (i) the future size and liquidity of the Singapore stock market;
- (j) any future changes to the regulatory system, including the tax system, both generally and specifically in relation to Singapore companies;

RISK FACTORS

- (k) the ability on the Company's part to implement successfully the Group's investment and growth strategies;
- (l) foreign exchange rates; and
- (m) broad market fluctuations, including weakness of the equity market and increases in interest rates.

For these reasons, among others, the Shares may trade at prices that are higher or lower than the net asset value per Share. To the extent that the Company retains operating cash flow for investment purposes, working capital reserves or other purposes, these retained funds, while increasing the value of the Company's underlying assets, may not correspondingly increase the market price of the Shares. Any failure on the Company's part to meet market expectations with regard to future earnings and cash distributions may adversely affect the market price for the Shares. The Shares are not capital-safe products and, if the market price of the Shares decline, there is no guarantee that their holders can regain the amount originally invested. If the Company is terminated or liquidated, it is possible that investors may lose all or a part of their investment in the Shares. In addition, the SGX-ST and other securities markets have from time to time experienced significant price and volume fluctuations that are not related to the operating performance of any particular company. These fluctuations may also materially and adversely affect the market price of the Shares.

Singapore laws contain provisions that could discourage a take-over of the Company

The Singapore Code on Take-overs and Mergers and Sections 138, 139 and 140 of the SFA (collectively, the "**Singapore Take-over Provisions**") contain certain provisions that may delay, deter or prevent a future take-over or change in control of the Company. Under the Singapore Take-over Provisions, any person acquiring an interest, either individually or with parties acting in concert, in 30% or more of the voting rights in the Company, may be required to extend a take-over offer for the Company's remaining voting rights in the Company in accordance with the Singapore Take-over Provisions. A take-over offer may also be required to be made if a person holding between 30% and 50% (both inclusive) of the voting rights in the Company, either individually or in concert, acquires an additional 1% of the voting rights in the Company in any six-month period. While the Singapore Take-over Provisions seek to ensure an equality of treatment among Shareholders, its provisions may discourage or prevent certain types of transactions involving an actual or threatened change of control of the Company that may benefit Shareholders and, as a result, may adversely affect the market price of the Shares and the ability to realise any potential benefit from a potential change of control.

Foreign Shareholders may not be permitted to participate in future rights issues by the Company

If the Company offers to its Shareholders rights to subscribe for additional Shares or any right of any other nature, it will have discretion as to the procedure to be followed in making the rights available to its Shareholders or in disposing of the rights for the benefit of its Shareholders and making the net proceeds available to its Shareholders. For example, the Company may, in its absolute discretion, elect not to extend an offer of Shares under a rights issue to those Shareholders whose addresses are outside Singapore. The rights or entitlements to the Shares to which such Shareholders would have been entitled will be offered for sale and sold in such manner, at such price and on such other terms and conditions as the Company may determine. The proceeds of any such sale, if successful, will be paid to Shareholders whose rights or entitlements have been thus sold. The shareholding of the relevant Shareholder in the Company may be diluted as a result of such sale.

1. Entitled Shareholders

Entitled Shareholders are entitled to participate in the Shareholder Warrants Issue and to receive the Notification at their respective Singapore addresses as maintained with the records of CDP or the Share Registrar, as the case may be. Printed copies of this Offer Information Statement will not be despatched to Entitled Shareholders, but may be accessed at the Company's website at www.pacificradiancance.com, or the SGX-ST's website at <https://www.sgx.com/securities/companyannouncements>.

The Shareholder Warrants which would otherwise be allotted to Foreign Shareholders will be dealt with as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, CDP, the Directors, the Share Registrar and/or the SGX-ST and their respective officers in respect of such entitlements to the Shareholder Warrants.

Any entitlements to the Shareholder Warrants not taken up for any reason and fractional entitlements to the Shareholder Warrants which are disregarded and not allotted to Entitled Shareholders will be dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

2. PRL Key Management

The PRL Key Management are entitled to participate in the Management Warrants Issue. Pursuant to the Management Warrants Issue, the Company will issue up to 23,033,431 free non-listed Management Warrants to the PRL Key Management, with each Management Warrant carrying the right to subscribe for one (1) new Consolidated Share at the Management Warrants Exercise Price. The PRL Key Management shall have the right to exercise the Management Warrants at any time during the Management Warrants Exercise Period at the Management Warrants Exercise Price.

All dealings in and transactions of Shareholder Warrants, Shareholder Warrant Shares and Management Warrant Shares through the SGX-ST will be effected under the book-entry (scripless) settlement system.

3. Foreign Shareholders

This Offer Information Statement and its accompanying documents relating to the Shareholder Warrants Issue have been lodged with the Authority. The Notification, this Offer Information Statement and its accompanying documents have not been and will not be lodged, registered or filed in any jurisdiction other than Singapore. The distribution of the Notification, this Offer Information Statement and its accompanying documents may be prohibited or restricted (either absolutely or subject to various relevant securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in countries other than Singapore, the Notification, this Offer Information Statement and its accompanying documents have not been and will not be despatched to Foreign Shareholders or into any jurisdiction outside Singapore.

Accordingly, Foreign Shareholders will not be entitled to participate in the Shareholder Warrants Issue. No allotment of the Shareholder Warrants or Shareholder Warrant Shares will be made to Foreign Shareholders.

It is also the responsibility of any person (including, without limitation, custodians, nominees and trustees) outside Singapore participating in the Shareholder Warrants Issue to satisfy himself as to the full observance of the laws of any relevant territory in connection therewith, including the obtaining of any governmental or other consents which may be required, the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such territories. The comments

set out in this section are intended as a general guide only and any Foreign Shareholder who is in doubt as to his position should consult his professional advisers without delay.

Notwithstanding the above, Shareholders and any other person having possession of the Notification, this Offer Information Statement and its accompanying documents are advised to inform themselves of and to observe any legal requirements applicable thereto. No person in any territory outside Singapore receiving the Notification, this Offer Information Statement and/or its accompanying documents may treat the same as an offer, invitation or solicitation to subscribe for any Shareholder Warrants, Management Warrants, Shareholder Warrant Shares or Management Warrant Shares unless such offer, invitation or solicitation can lawfully be made without violating any regulatory or legal requirements in such territories.

GENERAL

No action has been taken or will be taken to permit a public offering of the Shareholder Warrants, the Management Warrants, the Shareholder Warrant Shares or the Management Warrant Shares to occur in any jurisdiction, or the possession, circulation, or distribution of the Notification, this Offer Information Statement, its accompanying documents or any other material relating to the Company, the Shareholder Warrants, the Management Warrants, the Shareholder Warrant Shares or the Management Warrant Shares in any jurisdiction where action for such purpose is required, except that this Offer Information Statement has been lodged with the Authority.

Accordingly, the Shareholder Warrants, the Management Warrants, the Shareholder Warrant Shares or the Management Warrant Shares may not be offered or sold, directly or indirectly, and none of the Notification, this Offer Information Statement, its accompanying documents or any offering materials or advertisements in connection with the Shareholder Warrants, the Management Warrants, the Shareholder Warrant Shares or the Management Warrant Shares may be distributed or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction. Investors are advised to consult their legal counsel prior to making any offer, sale, resale, pledge or other transfer of the Shareholder Warrants, the Management Warrants, the Shareholder Warrant Shares or the Management Warrant Shares.

The Company has not taken any action, nor will the Company take any action, in any jurisdiction that would permit a public offering of the Shareholder Warrants, the Management Warrants, the Shareholder Warrant Shares or the Management Warrant Shares, or the possession, circulation or distribution of this Offer Information Statement or any other material relating to the Company, the Shareholder Warrants, the Management Warrants, the Shareholder Warrant Shares or the Management Warrant Shares in any jurisdiction where action for that purpose is required, other than Singapore.

The distribution of the Notification, this Offer Information Statement and/or any accompanying documents may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of these jurisdictions. Shareholders or any other persons having possession of the Notification, this Offer Information Statement any accompanying documents are advised to keep themselves informed of and to observe such prohibitions and restrictions. No person in any territory outside Singapore receiving the Notification, this Offer Information Statement and/or any accompanying documents may treat the same as an offer, invitation or solicitation to subscribe for any of the Shareholder Warrants, the Management Warrants, the Shareholder Warrant Shares or the Management Warrant Shares unless such offer, invitation or solicitation could lawfully be made without violating any regulations or legal requirements in such territory.

THE NOTIFICATION, THIS OFFER INFORMATION STATEMENT AND ITS ACCOMPANYING DOCUMENTS ARE BEING SUPPLIED TO YOU SOLELY FOR YOUR INFORMATION AND MAY NOT BE REPRODUCED, REDISTRIBUTED OR PASSED ON, DIRECTLY OR INDIRECTLY, TO ANY OTHER PERSON OR PUBLISHED, IN WHOLE OR IN PART, FOR ANY PURPOSE.

1. Listing of and Quotation for Shareholder Warrants, Shareholder Warrant Shares and Management Warrant Shares

Approval-in-principle has been obtained from SGX-ST on 4 February 2022 for the listing and quotation of the Shareholder Warrants, the Shareholder Warrant Shares and the Management Warrant Shares on the Mainboard of the SGX-ST, subject to the following conditions:

- (a) compliance with the SGX-ST's continuing listing requirements;
- (b) Shareholders' approval for the Debt Restructuring Plan and the issuance of Noteholders Redemption Shares, Lender Shares, Management Shares, Consolidated Shares, Shareholder Warrants, Shareholders Warrant Shares, Management Warrants and Management Warrant Shares;
- (c) a written undertaking from the Company that it will comply with Rule 704(30) and Rule 1207(20) of the Listing Manual in relation to the use of the proceeds from the proposed placement of units and where proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in the Company's announcements on use of proceeds and in the annual report;
- (d) announcement of the conditions under which the price of the Shareholders Warrants and Management Warrants may be adjusted;
- (e) written confirmation from the Company that the terms of the Shareholder Warrants and Management Warrants comply with Rule 829(1) of the Listing Manual;
- (f) a written undertaking from the Company that it will comply with Rule 803 of the Listing Manual;
- (g) a written confirmation from the Company that it will not issue the Noteholders Redemption Shares and Lender Shares to persons prohibited under Rule 812(1) of the Listing Manual;
- (h) Shareholders' approval for the proposed issuance of Management Shares and Management Warrants and Management Warrant Shares as required under Rule 812(2) of the Listing Manual;
- (i) a written confirmation from the Company that there is sufficient spread of holdings in the Shareholder Warrants (normally 100) pursuant to Rule 826 of the Listing Manual;
- (j) a written undertaking from the Company to announce any adjustment made under the Shareholder Warrants and the Management Warrants pursuant to Rule 829(1) of the Listing Manual; and
- (k) a written undertaking from the Company that it will comply with Rule 831 of the Listing Manual that it will not extend the exercise period of an existing company warrant; or issue a new company warrant to replace an existing company warrant.

The AIP is not to be taken as an indication of the merits of the Shareholder Warrants Issue, the Management Warrants Issue, the Shareholder Warrants, the Shareholder Warrant Shares, the Management Warrants, the Management Warrant Shares, the Company and/or its subsidiaries.

2. Trading of Odd Lots

For the purposes of trading on the Mainboard of the SGX-ST, each board lot of the Shareholder Warrants will comprise 100 Shareholder Warrants and each board lot of Shareholder Warrant Shares and/or Management Warrant Shares (as the case may be) will comprise 100 Shares.

Shareholders who hold odd lots of the Shareholder Warrants or odd lots of single Shares (that is, lots other than board lots of 100 Shares) and who wish to trade in odd lots on the SGX-ST are able to trade odd lots of one Shareholder Warrant and odd lots of one Share, as the case may be, on the Unit Share Market.

Shareholders who hold odd lots of the Shareholder Warrants or Shares may have difficulty and/or have to bear disproportionate transaction costs in realising the fair market price of such Shareholder Warrants or Shares, as the case may be.

TAKE-OVER LIMITS

The Code regulates the acquisition of ordinary shares of, inter alia, corporations with a primary listing on SGX-ST, including the Company. Except with the consent of the SIC, where:

- (a) any person acquires whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by parties acting in concert with him) carry thirty per cent. (30.0%) or more of the voting rights of the Company; or
- (b) any person who, together with parties acting in concert with him, holds not less than thirty per cent. (30.0%) but not more than fifty per cent. (50.0%) of the voting rights in the Company and such person, or any party acting in concert with him, acquires in any period of six (6) months additional shares carrying more than one per cent. (1.0%) of the voting rights,

such person must extend a mandatory take-over offer immediately to the Shareholders for the remaining Shares in the Company in accordance with the provisions of the Code. In addition to such person, each of the principal members of the group of parties acting in concert with him may according to the circumstances of the case, have the obligation to extend an offer.

In general, the acquisition of instruments convertible into, rights to subscribe for and options in respect of new shares which carry voting rights (such as the Shareholder Warrants and the Management Warrants) does not give rise to an obligation to make a mandatory take-over offer under the Code. However, the exercise of any conversion or subscription rights or options will be considered to be an acquisition of voting rights for the purposes of the Code.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Code as a result of any acquisition of Warrants Shares pursuant to the Warrants Issues should consult the Securities Industry Council and/or their professional advisers immediately.

PART 2 (IDENTITY OF DIRECTORS, ADVISERS AND AGENTS)

- 1. Provide the names and addresses of each of the directors or equivalent persons of the relevant entity.**

Name	Designation	Address
Pang Yoke Min	Executive Chairman	c/o 15 Pandan Road Singapore 609263
Pang Wei Meng	Executive Director	c/o 15 Pandan Road Singapore 609263
Lau Boon Hwee	Executive Director	c/o 15 Pandan Road Singapore 609263
Ng Tiong Gee	Lead Independent Director	c/o 15 Pandan Road Singapore 609263
Yong Yin Min	Independent Director	c/o 15 Pandan Road Singapore 609263
Goh Chong Theng	Independent Director	c/o 15 Pandan Road Singapore 609263

- 2. Provide the names and addresses of –**
- (a) the issue manager to the offer, if any;**
- (b) the underwriter to the offer, if any; and**
- (c) the legal adviser for or in relation to the offer, if any.**

Issue Manager	:	Not applicable
Underwriter	:	Not applicable
Legal Adviser	:	Dentons Rodyk & Davidson LLP 80 Raffles Place #33-00 UOB Plaza 1 Singapore 048624

**SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS)
(SECURITIES AND SECURITIES-BASED DERIVATIVES CONTRACTS) REGULATIONS 2018**

- 3. Provide the names and addresses of the relevant entity's registrars, transfer agents and receiving bankers for the securities or securities-based derivatives contracts being offered, where applicable.**
-

Share Registrar	:	Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte Ltd) 80 Robinson Road, #02-00 Singapore 068898
Warrant Agent	:	Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte Ltd) 80 Robinson Road, #02-00 Singapore 068898
Transfer Agent	:	Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte Ltd) 80 Robinson Road, #02-00 Singapore 068898
Receiving Banker	:	Not applicable

PART 3 (OFFER STATISTICS AND TIMETABLE)

- 1. For each method of offer, state the number of securities or securities-based derivatives contracts being offered.**
-

Shareholder Warrants Issue

Issue of 22,527,400 Shareholder Warrants, with each Shareholder Warrant carrying the right to subscribe for one (1) Shareholder Warrant Share at the Shareholder Warrants Exercise Price of S\$0.03 per Shareholder Warrant Share, on the basis of 100 Shareholder Warrants for every 100 Consolidated Shares held by the Entitled Shareholders as at the Shareholder Warrants Books Closure Date.

Management Warrants Issue

Issue of 23,033,431 Management Warrants, with each Management Warrant carrying the right to subscribe for one (1) Management Warrant Share at the Management Warrants Exercise Price of S\$0.06 per Management Warrant Share, on the basis of 47 Management Warrants for every 100 Consolidated Shares held by the PRL Key Management as at the Management Warrants Books Closure Date.

- 2. Provide the information referred to in paragraphs 3 to 7 of this Part to the extent applicable to:**
- (a) the offer procedure; and**
 - (b) where there is more than one group of targeted potential investors and the offer procedure is different for each group, the offer procedure for each group of targeted potential investors.**
-

Please refer to paragraphs 3 to 7 of this Part 3 below.

- 3. State the time at, date on, and period during which the offer will be kept open, and the name and address of the person to whom the purchase or subscription applications are to be submitted. If the exact time, date or period is not known on the date of lodgement of the offer information statement, describe the arrangements for announcing the definitive time, date or period. State the circumstances under which the offer period may be extended or shortened, and the duration by which the period may be extended or shortened. Describe the manner in which any extension or early closure of the offer period shall be made public.**
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Please refer to the section entitled “**Indicative Timetable**” of this Offer Information Statement.

The timetable is indicative only and is subject to change. As at the date of this Offer Information Statement, the Company does not expect the timetable to be modified. However, the Company may, with the approval of the SGX-ST and/or CDP (if necessary), modify the timetable to subject any limitation under any applicable law. In that event, the Company will publicly

**SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS)
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announce any change to the above timetable through an SGXNET announcement to be posted on the SGX-ST's website at <http://www.sgx.com>.

4. **State the method and time limit for paying up for the securities or securities-based derivatives contracts and, where payment is to be partial, the manner in which, and dates on which, amounts due are to be paid.**
-

Shareholder Warrants Issue

The Shareholder Warrants are issued free to the Entitled Shareholders, with no obligation on their part to exercise the Shareholder Warrants. The terms and conditions of the Shareholder Warrants, including the method and time limit for payment of the Shareholder Warrants Exercise Price and the Shareholder Warrants Exercise Period, are found in the section titled **"Summary of the Shareholder Warrants Issue"** and the Terms and Conditions of the Shareholder Warrants as set out in **Appendix A** to this Offer Information Statement.

Management Warrants Issue

The Management Warrants are issued free to the PRL Key Management, with no obligation on their part to exercise the Management Warrants. The terms and conditions of the Management Warrants, including the method and time limit for payment of the Management Warrants Exercise Price and the Management Warrants Exercise Period, are found in the section titled **"Summary of the Management Warrants Issue"** and the Terms and Conditions of the Management Warrants as set out in **Appendix B** to this Offer Information Statement.

5. **State where applicable, the methods of and time limits for:**
- (a) **the delivery of the documents evidencing title to the securities or securities-based derivatives contracts being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and**
 - (b) **the book-entry transfers of the securities or securities-based derivatives contracts being offered in favour of subscribers or purchasers.**
-

Shareholder Warrants Issue

Unless otherwise determined at the sole discretion of the Company, the Shareholder Warrants will, on issue, be registered in the name of CDP and held by CDP for and on behalf of the relevant owners of interests in the Shareholder Warrants. Physical certificate(s) representing such number of Shareholder Warrants are expected to be sent to (where the Shareholder Warrants are registered in the name of CDP) CDP on the date of the issuance of the Shareholder Warrants, and the CDP will thereafter credit such number of Shareholder Warrants to the relevant Securities Accounts of the Entitled Shareholders. The Shareholder Warrants will be issued on or around 19 September 2022. It is expected that CDP will then send to such Entitled Shareholders, at their own risk, a notification letter showing the number of Shareholder Warrants that have been credited to the relevant Securities Account of such Entitled Shareholders.

**SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS)
(SECURITIES AND SECURITIES-BASED DERIVATIVES CONTRACTS) REGULATIONS 2018**

Management Warrants Issue

As the Management Warrants are not listed, the relevant physical warrant certificates in relation to the Management Warrants will be issued to the PRL Key Management. The Management Warrants will be issued on or around 19 September 2022. For transfers of the unlisted Management Warrants, the relevant Management Warrantheolders shall submit the relevant transfer form to the Warrant Agent.

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- 6. In the case of any pre-emptive rights to subscribe for or purchase the securities or securities-based derivatives contracts being offered, state the procedure for the exercise of any right of pre-emption, the negotiability of such rights and the treatment of such rights which are not exercised.**
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Not applicable as no pre-emptive rights to subscribe for or purchase of securities or securities-based derivatives are being offered.

- 7. Provide a full description of the manner in which results of the allotment or allocation of securities or securities-based derivatives contracts are to be made public and, where appropriate, the manner for refunding the excess amounts paid by applicants (including whether interest will be paid).**
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Shareholder Warrants Issue

The Shareholder Warrants are issued free on the basis of 100 Shareholder Warrants for every 100 Consolidated Shares held by the Entitled Shareholders as at the Shareholder Warrants Books Closure Date, fractional entitlements to be disregarded. There will not be applications, excess applications or refunds.

The terms and conditions of the Shareholder Warrants are found in the section titled “**Summary of the Shareholder Warrants Issue**” and the Terms and Conditions of the Shareholder Warrants as set out in **Appendix A** to this Offer Information Statement.

Management Warrants Issue

The Management Warrants are issued free on the basis of 47 Management Warrants for every 100 Consolidated Shares held by the PRL Key Management as at the Management Warrants Books Closure Date, fractional entitlements to be disregarded. There will not be applications, excess applications or refunds.

The terms and conditions of the Management Warrants are found in the section titled “**Summary of the Management Warrants Issue**” and the Terms and Conditions of the Management Warrants as set out in **Appendix B** to this Offer Information Statement.

PART 4 (KEY INFORMATION)

- 1. In the same section, provide the information set out in paragraphs 2 to 7 of this Part.**
-

Please refer to paragraphs 2 to 7 of this Part 4 below.

- 2. Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (called in this paragraph and paragraph 3 of this Part the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.**
-

Shareholder Warrants Issue

All net proceeds from the Shareholder Warrants Issue will go to the Company. As the Shareholder Warrants are offered free, there will be no proceeds raised initially from the issue of the Shareholder Warrants under the Shareholder Warrants Issue.

Assuming that all of the 22,527,400 Shareholder Warrants issued are exercised in full at the Shareholder Warrants Exercise Price of S\$0.03 per Shareholder Warrant Share, the Shareholder Warrants Issue will raise approximately S\$0.68 million over the Shareholder Warrants Exercise Period, and the net proceeds of the Shareholder Warrants Issue, after deducting estimated expenses, is expected to be utilised for general corporate and working capital purposes.

Management Warrants Issue

All net proceeds from the Management Warrants Issue will go to the Company. As the Management Warrants are offered free, there will be no proceeds raised initially from the issue of the Management Warrants under the Management Warrants Issue.

Assuming that all of the 23,033,431 Management Warrants issued are exercised in full at the Management Warrants Exercise Price of S\$0.06 per Management Warrant Share, the Management Warrants Issue will raise approximately S\$1.4 million over the Management Warrants Exercise Period, and the net proceeds of the Management Warrants Issue, after deducting estimated expenses, is expected to be utilised in the following manner: (a) approximately 50% to be used for the repayment of the amounts outstanding under the Perpetual Securities; and (b) approximately 50% to be used for general corporate and working capital purposes.

- 3. Disclose how the net proceeds raised by the relevant entity from the offer will be allocated to each principal intended use. If the anticipated proceeds will not be sufficient to fund all of the intended uses, disclose the order of priority of such uses, as well as the amount and sources of other funds needed. Disclose also how the proceeds will be used pending their eventual utilisation for the proposed uses. Where specific uses are not known for any portion of the proceeds, disclose the general uses for which the proceeds are proposed to be applied. Where the offer is not fully underwritten on a firm commitment basis, state the minimum amount which, in the reasonable opinion of the**

directors or equivalent persons of the relevant entity, must be raised by the offer of securities or securities-based derivatives contracts.

Please refer to paragraph 2 of this Part 4 above for the allocation of the net proceeds from the Warrants Issues to each principal intended use.

Pending deployment, such proceeds may be deposited with banks and/or financial institutions, used for investment in short-term money markets instruments and/or marketable securities and/or used for any other purposes on a short-term basis, as the Directors may, in their absolute discretion, deem appropriate in the interests of the Company.

The Company will make periodic announcements on the use of such proceeds as and when the funds are materially disbursed, as well as provide status reports on the use of such proceeds in the Company's annual reports until such time the proceeds have been fully utilised. Where there is any material deviation from the stated use of proceeds, the Company will announce the reasons for such deviation.

As at the Latest Practicable Date, the Directors are of the reasonable opinion that there is no minimum amount that must be raised from the Warrants Issues.

- 4. For each dollar of the proceeds from the offer that will be raised by the relevant entity, state the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the offer.**
-

Shareholder Warrants Issue

For the gross proceeds that will be raised from the Shareholder Warrants Issue, the Company will allocate:

- (a) approximately S\$676,000 (or approximately S\$1.00 for each dollar) of the gross proceeds for general corporate and working capital purposes; and
- (b) a negligible amount of the gross proceeds for the estimated expenses incurred in connection with the Shareholder Warrants Issue.

Management Warrants Issue

For the gross proceeds that will be raised from the Management Warrants Issue, the Company will allocate:

- (a) approximately S\$692,000 (or approximately S\$0.501 for each dollar) of the gross proceeds for general corporate and working capital purposes;
- (b) approximately S\$690,000 (or approximately S\$0.499 for each dollar) of the gross proceeds for the repayment of the amounts outstanding under the Perpetual Securities; and
- (c) a negligible amount of the gross proceeds for the estimated expenses incurred in connection with the Management Warrants Issue.

5. If any material part of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of any asset, business or entity, briefly describe the asset, business or entity and state its purchase price. Provide information on the status of the acquisition and the estimated completion date. Where funds have already been expended for the acquisition, state the amount that has been paid by the relevant entity, or, if the relevant entity is the holding company or holding entity of a group, the amount that has been paid by the relevant entity or any other entity in the group as at the latest practicable date. If the asset, business or entity has been or will be acquired from an interested person of the relevant entity, identify the interested person and state how the cost to the relevant entity is or will be determined and whether the acquisition is on an arm's length basis.

The net proceeds are not currently intended to be used to acquire or refinance the acquisition of an asset, business or entity.

6. If any material part of the proceeds to be raised by the relevant entity will be used to discharge, reduce or retire the indebtedness of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, of the group, describe the maturity of such indebtedness and, for indebtedness incurred within the past year, the uses to which the proceeds giving rise to such indebtedness were put.

As disclosed above, the Company intends to use part of the proceeds from the Management Warrants Issue to repayment of the amounts outstanding under the Perpetual Securities.

S\$3,000,000 in principal amount of Perpetual Securities will be issued free to all Noteholders by the Company in denominations of S\$7,500 as part of the redemption of the Notes. One (1) Perpetual Security will be issued and allotted for every S\$250,000 principal amount of Notes held by a Noteholder.

Under the terms and conditions of the Perpetual Securities, there is no maturity date for the Perpetual Securities, and redemption of the Perpetual Securities is at the option of the Company. Distributions on the Perpetual Securities are subject to the Company's financial performance and cashflow position, and there is no obligation for distributions to be paid or accrued if the aforementioned conditions are not met. The non-payment of distributions in accordance with the terms and conditions of the Perpetual Securities shall not constitute a default for any purpose on the part of the Company.

The Perpetual Securities will be issued to the Noteholders on the Redemption Date. As at the date of this Offer Information Statement, no Perpetual Securities have been issued to the Noteholders.

7. In the section containing the information mentioned in paragraphs 2 to 6 of this Part or in an adjoining section, disclose the amount of discount or commission agreed upon between the underwriters, or other placement or selling agents in relation to the offer, and the person making the offer. If it is not possible to state the amount of discount or commission, the method by which it is to be determined must be explained.
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Not applicable. No underwriter, placement agent or selling agent in relation to the Warrants Issues was appointed.

8. Provide the following information:

- (a) the address and telephone and facsimile numbers of the relevant entity's registered office and principal place of business (if different from those of its registered office), and the email address of the relevant entity or a representative of the relevant entity;
-

Registered office address	:	15 Pandan Road Singapore 609263
Principal place of business	:	15 Pandan Road Singapore 609263
Telephone number	:	6238 8881
Facsimile number	:	6278 2759
Email address	:	ir@pacificradianance.com

- (b) the nature of the operations and principal activities of the relevant entity or, if it is the holding company or holding entity of a group, of the group;
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The Company was incorporated under the laws of Singapore on 6 July 2006. On 13 November 2013, the Company was listed on the Mainboard of the SGX-ST.

The principal activity of the Company is that of investment holding. The Group is an owner and operator of a diverse fleet of offshore vessels and a provider of offshore support services. It is principally engaged in the offshore support services business, the subsea business and the shipyard business.

Prior to completion of the Debt Restructuring Plan, the main business of the Group was in the owning, chartering and operating of offshore vessels in Asia, Middle East, Africa, Australia and Latin America. The offshore support services business caters across the oil and gas field's project life cycle from exploration to decommissioning. In order to meet the varied requirements for specific types of offshore vessels at each stage of the oil and gas project life cycle, the Group maintains a diverse fleet of offshore vessels, comprising of subsea vessels, anchor handling tugs, platform supply vessels, ocean tugs and supply vessels, offshore barges, accommodation and maintenance support vessels, and other specialised vessels for the offshore and oil and gas industry, which are deployed across these regions.

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The Group has a ship repair and marine equipment facility to carry out ship-repair activities. These ship-repair services allow the Group to service its own offshore vessels and have a greater control over its vessel repair schedule and some of the other critical offshore support services. The ship-repair and marine equipment facilities also provide services to third party customers.

The Group is also engaged in the owning, chartering and operating of saturation dive support vessels, and offers a range of subsea inspection, repair and maintenance services, light construction services and rapid intervention services.

The Group operates with the following business model:

- (a) the Group owns a combined fleet of vessels through subsidiaries as well as joint venture and associated companies of the Group;
- (b) these vessels are mainly financed by bank borrowings from financial institutions;
- (c) the vessels are chartered out to service customer projects; and
- (d) the vessels are managed and operated by subsidiaries, joint venture and associated companies of the Group.

Following the completion of the Debt Restructuring Plan, the Group will pivot into an asset-light full-fledged ship manager and continue to offer its expertise and services in the offshore marine industry in the near term. The Group's near-term focus will be on ship management activities, with ship management being one of its existing core activities which also include ship owning and shipyard operations.

As at the Latest Practicable Date, the subsidiaries of the Company and their principal activities are as follows:

Name	Country of incorporation	Principal activities	Effective interests held by the Company (%)
Held by the Company			
Alstonia Offshore Pte. Ltd.	Singapore	Ship agent and related business	100
Strato Maritime Services Pte. Ltd.	Singapore	Ship chartering and ship agency	100
Pacific Crest Pte. Ltd.	Singapore	Ship chartering and ship owning	100
Crest Subsea International Pte. Ltd.	Singapore	Integrated subsea solutions	100
Crest Offshore Marine Pte. Ltd.	Singapore	Investment holding	100
CrestSA Marine & Offshore Pte. Ltd.	Singapore	Repair of offshore vessels and other ocean-going vessels	100

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Name	Country of incorporation	Principal activities	Effective interests held by the Company (%)
Held by Alstonia Offshore Pte. Ltd.			
Pacific Offshore Pte. Ltd.	Singapore	Ship owning, ship chartering and ship management	100
Radiance Offshore Holdings Pte. Ltd.	Singapore	Investment holding	100
Envestra Investments Limited	British Virgin Islands	Investment holding	100
Continental Radiance Offshore Pvt Ltd	India	Ship chartering and ship owning	100
Pacific Crest (Brunei) Sdn Bhd	Brunei	Marketing office	90
Held by Crest Subsea International Pte. Ltd.			
CSI Offshore Pte. Ltd.	Singapore	Ship chartering, ship owning and ship management services	100
Held by Crest Offshore Marine Pte. Ltd.			
Pacific Offshore Marine Pte. Ltd.	Singapore	Ship chartering and ship owning	100

- (c) **the general development of the business from the beginning of the period comprising the 3 most recently completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since –**
- (i) **the end of the most recently completed financial year for which financial statements of the relevant entity have been published; or**
 - (ii) **the end of any subsequent period covered by interim financial statements, if interim financial statements have been published;**

The general development of the business of the Group in the three (3) most recent completed financial period/years since 1 January 2019 up to the Latest Practicable Date is set out below. The significant developments included in this section have been extracted from the related announcements released by the Company via SGXNET and the information presented herein is correct as at the date of the relevant announcement. Shareholders are advised to refer to the related announcements released by the Company on SGXNET from time to time for further details.

Key Developments in FY2019

- (a) On 13 May 2019, the Company announced that it has undertaken due diligence in relation to the proposed acquisition of a target company ("**Target Company**") that owns vessels and logistics services business ("**Proposed Acquisition**"). The Company updated that it has received indicative proposals from potential investors to provide debt financing, and that the Group intends to undertake new share issuances to raise equity funds.
- (b) On 21 May 2019, the Company announced that in relation to arbitration proceedings commenced by its joint venture company, CA Offshore Investment Inc ("**CAOI**") against Shanghai Waigaoqiao Shipbuilding & Offshore Co., Ltd and China Shipbuilding Trading (Shanghai) Co., Ltd (collectively, the "**Shipyards**") at the Hong Kong International Arbitration Centre ("**HKAIC**") for the failure of the Shipyards to deliver two (2) platform supply vessels, the HKIAC made an arbitration award in favour of CAOI for the refund of the pre-delivery instalment amounting to US\$2,775,000 together with contractual interest from the date of payment of the instalments until the date of refund. On 18 October 2019, the Company announced that in relation to the same arbitration proceedings, the HKIAC made an award against CAOI amounting to US\$4,550,000, either as payment of the final instalment or as damages plus contractual interest from the date of vessel tender for delivery.
- (c) On 22 August 2019, the Company announced that it has entered into a sale and purchase agreement in relation to the Proposed Acquisition, or the acquisition of the entire issued and paid-up capital of the Target Company (being Allianz Marine and Logistics Services Holding Ltd) from Mr. Ahmed Tarek Khalil Ali and certain other key management and unrelated investors. The aggregate consideration for the Proposed Acquisition is US\$180 million. The Company also announced that it is advanced discussions with debt funder(s) to extend the Company debt financing of at least US\$180 million ("**New Debt**"), and is proposing to raise additional equity through placements ("**New Equity**"). The New Debt and New Equity will be used, *inter alia*, to fund the Proposed Acquisition and repay existing indebtedness, including the Group's bank debt.
- (d) On 26 August 2019, the Company announced that pursuant to the proposed New Equity, it has entered into a subscription agreement with the existing shareholders of the Target Company, pursuant to which the Company will award 21,165,095,400 Shares at the issue price of US\$0.0085 for each Share, for an aggregate subscription consideration of US\$180 million.
- (e) On 29 August 2019, the Company announced that its wholly-owned subsidiary, Crest Subsea International Pte. Ltd. ("**CSIPL**") has acquired the remaining 20% equity interest in the share capital of Offshore Subsea Services (Asia Pacific) Pte. Ltd. ("**OSS**") from Mr. Robert Clive Estridge, for an aggregate consideration of US\$1, making OSS a wholly-owned subsidiary of CSIPL and, by extension, the Company.
- (f) On 11 October 2019, the Company announced that the Extraordinary Resolution of the Noteholders tabled at the adjourned meeting of Noteholders on 11 October 2019 to, *inter alia*, postpone the maturity date of the Notes from 30 September 2019 to 31 March 2020 has been duly passed as an extraordinary resolution of the Noteholders without any amendment. On 23 October 2019, the Company announced that it has entered into the third supplemental trust deed with DBS Trustee Limited, as trustee, to give effect to and implement the Extraordinary Resolution of the Noteholders.

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- (g) On 3 December 2019, the Company announced that Mr. Mok Weng Vai will resign from his role as an Executive Director and Managing Director of Offshore Support Services Division of the Company with effect from 31 December 2019.
- (h) On 27 December 2019, the Company announced that the members' voluntary liquidation proceedings for its dormant joint venture company, SDM Marine Pte. Ltd., have been completed, and accordingly, SDM Marine Pte. Ltd. has been liquidated with effect from 27 December 2019.

Key Developments in FY2020

- (a) On 3 January 2020, the Company announced that Mr. Pang Wei Kuan, James will be appointed as the Acting Chief Executive Officer, and Mr. Pang Wei Meng will be appointed as the Acting Chief Commercial Officer effective 1 January 2020. Following his appointment as the Acting Chief Commercial Officer, Mr. Anthony Pang will oversee the Offshore Support Services and Subsea Divisions of the Group.
- (b) On 10 January 2020, the Company announced that its dormant and indirect wholly-owned subsidiary, Radiance Offshore Navegacao (Alagoas) LTDA has been struck off from the Junta Comercial do Estado do Rio de Janeiro (Brazilian Board of Trade – State of Rio de Janeiro) pursuant to Brazilian Federal Law 10.406/2002, with effect from 9 January 2020.
- (c) On 20 January 2020, the Company announced that discussions on the financing of the New Debt have stalled around December 2019, and the Company has approached other potential funders from whom the Company had previously received indicative proposals in the course of 2019. The Company updated that one of these potential funders (the “**Second Financier**”) had shown keen interest in extending debt financing to the Company, and the Company and the Target Company are at an advanced stage of their initial discussions with the Second Financier.
- (d) On 26 March 2020, the Company announced that the conditions for the redemption of the Notes (including, *inter alia*, that the proposed schemes of arrangement are sanctioned by the High Court by 31 March 2020) will not be fulfilled by 31 March 2020. The Company updated that discussions with major creditors and potential financiers (including the Second Financier) on the Company's debt restructuring are ongoing and have become protracted given the challenges and uncertainties arising from the COVID-19 pandemic.
- (e) On 24 April 2020, the Company announced that in light of the recent collapse of oil prices amidst the COVID-19 pandemic which are expected to impact the Group's business and operations, the Company expects certain new vessel chartering contracts in the pipeline to be deferred, and charter rate reduction is under negotiation for certain contracts. The Company updated that in relation to the debt restructuring, restructuring options involving various investors are still under discussion, and more time is required to reach an agreement with the major creditors.
- (f) On 1 June 2020, the Company announced that Duta Radiance Maritim Sdn. Bhd., a joint venture company incorporated in Malaysia, has been struck off from the Register of Companies, under Section 551(1) of the Malaysian Companies Act 2016. Duta Radiance is 49%-owned by Alstonia Offshore Pte. Ltd. (“**AOPL**”), a wholly-owned subsidiary of the Company, and has been dormant since 2015.
- (g) On 14 August 2020, the Company announced that:

- (i) AOPL has on 30 June 2020 entered into a share purchase agreement with Alliance Maritime Pte. Ltd. to sell 49% of the issued and paid-up share capital of Duta Pacific Offshore Sdn Bhd (“**DPO**”) at an aggregate purchase price of US\$2,134,938. DPO is incorporated in Malaysia and its principal business activities are ship owning, operating, and chartering of marine vessel for transportation. It owns a single vessel that is nearing the end of its useful life. Following the disposal, the shareholders agreement entered into between AOPL and Duta Marine Sdn Bhd on 4 February 2014 for a joint venture in DPO has been terminated accordingly, and DPO ceased to be a joint venture company of the Company; and
- (ii) Navigatis Radiance Pte. Ltd. (“**NRPL**”), an indirect joint venture of the Company, has on 8 July 2020 entered into a share purchase agreement with Hoteleria y Servicios Petroleros, S.A. de C.V. to purchase 18.9% of the issued and paid-up share capital of Aztec Offshore Holdings Pte. Ltd. (“**AOH**”) at a purchase price of US\$25,000. Following the acquisition, AOH will become a subsidiary of NRPL. The Company will have an effective equity interest of approximately 59% in AOH.
- (h) On 26 October 2020, the Company has on 23 October 2020 placed its indirect subsidiaries in Indonesia, PT Subsea Offshore (“**PT SO**”) and PT Marine Engineering Services (“**PT MES**”), under members’ voluntary liquidation. PT SO’s principal activity is investment holding and has been dormant since 2013. PT SO is 99.76%-owned by OSS, which is held by the Company through CSIPL. PT MES’s principal activity is in investment holding and has been dormant since 2019. PT MES is 99.47%-owned by PT SO.
- (i) On 6 November 2020, the Company announced that it had entered into a letter of agreement with an owner of offshore support vessels (being ENAV Offshore Mexico S de RL de CV) in relation to the proposed acquisition of the loan receivables and all related rights, claims and securities in respect of loans provided by the major creditors for the financing of the Group (“**Loans**”). The Company updated that it is concurrently working to execute a separate letter of agreement following the acquisition of the Loans to restructure the loans through the purchase of the Group’s vessels so as to release and discharge the Group of its liabilities under the Loans and appoint the Group as ship managers of the vessels with ship management contracts.
- (j) On 13 November 2020, the Company announced, amongst other things, that the Company has been informed on 12 November 2020 by the liquidator of CAOI that CAOI has been dissolved and struck off the British Virgin Islands Register of Companies, and accordingly the liquidation proceedings of CAOI have concluded.
- (k) On 25 November 2020, the Company announced the commencement of a member’s voluntary liquidation of its indirect subsidiary, Radiance Offshore B.V. (“**ROBV**”) on 24 November 2020. ROBV is 100%-owned by AOPL, and was incorporated in 2011 in the Netherlands for the purpose of vessel chartering and provision of related services but has been dormant since 2017. On 7 December 2020, the Company announced that the voluntary liquidation proceedings for ROBV have been completed, and accordingly ROBV has been liquidated with effect from 2 December 2020.
- (l) On 22 December 2020, the Company announced the commencement of a members’ voluntary liquidation of its dormant joint venture company, Dot Radiance Pte. Ltd. (“**Dot Radiance**”), on 22 December 2020. Dot Radiance was incorporated on 25

September 2014 and its principal activities are in ship owning and ship chartering. Dot Radiance is approximately 50%-owned by Radiance Offshore Holdings Pte. Ltd. ("ROH"), an indirect wholly-owned subsidiary of the Company, which is in turn held by AOPL.

Key Developments in FY2021

- (a) On 9 February 2021, the Company announced that notices of termination have been issued by the Company to the shareholders of the Target Company to terminate the agreements entered into the Company in relation to the Proposed Acquisition. On 11 February 2021, the Company made an announcement to clarify, *inter alia*, that the Proposed Acquisition was terminated due to the COVID-19 pandemic and the oil price war between Russia and Saudi Arabia, which hurt investor sentiment and heightened market volatility significantly. Consequently, these factors impacted the financing considerations of the Second Financier, whilst the major secured creditors and the Target Company could not reach an agreement on alternative restructuring options after several rounds of negotiations.
- (b) On 26 February 2021, the Company announced, amongst other things, that it has completed the acquisition of 100% of equity interest in CrestSA Marine & Offshore Pte. Ltd. ("CrestSA") for a nominal consideration of S\$1 from Crest Shipyard Pte. Ltd. ("CSPL"). The acquisition is part of the Group's ongoing effort to streamline its corporate structure. Prior to the acquisition, CrestSA was an indirect wholly-owned subsidiary of the Company, held through CSPL, a direct wholly-owned subsidiary of the Company. Upon the completion of the acquisition, CrestSA has become a direct wholly-owned subsidiary of the Company. CrestSA is principally involved in the business of the repair of offshore and ocean-going vessels while CSPL's principal activity is in investment holding.
- (c) On 12 April 2021, the Company announced that:
 - (i) CSPL, a dormant direct wholly-owned subsidiary of the Company, has been struck off from the Register of Companies on 8 April 2021 pursuant to Section 344A of the Companies Act. CSPL's principal activity is in investment holding, and it has been inactive since its incorporation; and
 - (ii) Consolidated Pipe Carriers Pte. Ltd. ("CPC"), a dormant indirect subsidiary of the Company, was placed under a members' voluntary liquidation on 12 April 2021. CPC's principal activity is in the provision of integrated logistics solutions and services. CPC is 100%-owned by Crest Offshore Marine Pte. Ltd., a direct wholly-owned subsidiary of the Company, and has been dormant since 2014.
- (d) On 22 April 2021, the Company announced that in relation to the Consent Solicitation Exercise, the Extraordinary Resolution tabled at the adjourned meeting of the Noteholders on 21 April 2021 to, *inter alia*, restructure the Notes via amending the conditions of the Notes to provide for their redemption by way of issuing the Noteholders Redemption Shares and the Perpetual Securities to the Noteholders, has been duly passed as an extraordinary resolution of the Noteholders without any amendment.
- (e) On 12 May 2021, the Company announced, amongst other things, that it was notified on 29 April 2021 by its legal counsel in Mozambique of the completion of dissolution of Pacific Radiance (East Africa) Limitada ("PREAL"), a dormant and indirect subsidiary of the Company. PREAL was incorporated in the Republic of Mozambique as a

representative office. PREAL is 99%-owned by AOPL, a direct wholly-owned subsidiary of the Company. PREAL has been inactive since 2017.

- (f) On 30 June 2021, the Company announced that the Debt Restructuring Plan will no longer involve the acquisition of the Loans by ENAV Offshore Mexico S de RL de CV. Instead, it will involve the sale of the vessels of the Group (being the Sale Vessels, which were mortgaged to the Secured Lenders) (“**Asset Transfer**”) in consideration for ENAV Offshore Mexico S de RL de CV procuring the consensual discharge of approximately US\$200 million of the secured indebtedness presently owed by the Group to the Secured Lenders. Accordingly, the Company has in-principle agreed, on a non-binding basis, with the Secured Lenders and ENAV Offshore Mexico S de RL de CV on the principal terms for these transactions. In addition to the foregoing, the Debt Restructuring Plan will also involve the restructuring of the remaining debt obligations owed to the Secured Lenders and other unsecured creditors of the Group (including trade creditors) via the Proposed Schemes of Arrangement and debt restructuring agreements. ENAV Offshore Mexico S de RL de CV will appoint the Group as ship managers for a majority of the Sale Vessels via ship management agreements in relation to the relevant Sale Vessels. The Company has therefore entered into a non-binding term sheet with ENAV Offshore Mexico S de RL de CV setting out the commercial terms for the Asset Transfer and these abovementioned ship management agreements. The Company also updated that it was informed that the PRL Key Management and ENAV Offshore Mexico S de RL de CV have entered into a non-binding term sheet containing the commercial terms of each of their equity commitment in the Purchaser.
- (g) On 12 August 2021, the Company announced that Hudson Marine Pte. Ltd., an indirect wholly-owned subsidiary of the Company, has on 14 June 2021 transferred 9,800 shares in the capital of PT Jawa Tirtamarin (“**JTM**”) to Crest Offshore Marine Pte Ltd, a direct wholly-owned subsidiary of the Company, for a consideration of US\$1. JTM remains as an associate of the Group following the share transfer.
- (h) On 28 October 2021, the Company announced the signing of the Consensual Sale Agreement with, amongst others, the Purchaser and the Secured Lenders for the transfer of the Sale Vessels from the Group to the Purchaser (or its affiliates) and the consensual discharge of approximately US\$200 million of the secured indebtedness presently owed by the Group to the Secured Lenders, to effect the Proposed Disposal. The Company also announced that the Debt Restructuring Plan includes, amongst other things, the Proposed Disposal, the Proposed Schemes of Arrangement, the Proposed Share Issuances, the Proposed Noteholders Perpetual Securities Issue, the Proposed Share Consolidation and the Warrants Issues. Further details in relation to the Debt Restructuring Plan are set out in the section entitled “**Summary of the Debt Restructuring Plan**” of this Offer Information Statement.
- (i) On 29 October 2021, the Company announced that the High Court has made, amongst other things, the order granting the PCPL and CSIO liberty to convene meetings of classes of their respective scheme creditors, for the purposes of considering and, if thought fit, approving with or without modification, the Proposed Schemes of Arrangement. The meetings shall be convened within 12 weeks or by 30 April 2022 (whichever is later), at a time and venue in Singapore to be determined.
- (j) On 29 December 2021, the Company announced that the Company has placed its indirect subsidiary in Indonesia, PT Cahaya Offshore Indonesia (“**PT Cahaya**”) under members’ voluntary liquidation on 20 December 2021. The principal activity of PT Cahaya is in the shipping and sea transport business. PT Cahaya is held by the

Company's wholly-owned subsidiary, Crest Subsea International Pte. Ltd., which holds shares in PT Cahaya representing the entire voting shares and 49% of the total issued shares of PT Cahaya. PT Cahaya has been dormant since 2016.

Key Developments from 1 January 2022 to the Latest Practicable Date

- (a) On 27 January 2022, the Company announced that, following the entry into the Consensual Sale Agreement, the Company has on 26 January 2022 entered into:
- (i) the MOA Umbrella Agreement with the Purchaser and the relevant Group entities to set out the specific commercial arrangements between the parties thereto in connection with the transaction(s) contemplated under the Consensual Sale Agreement;
 - (ii) separate MOAs with the Purchaser (or its affiliate) and the relevant Group entity in relation to the transfer and delivery of each Sale Vessel;
 - (iii) the Management Umbrella Agreement with the Purchaser (and its affiliates) and the relevant Group entities for the management of the majority of the Sale Vessels (being 31 out of the 33 Sale Vessels) after completion of the Proposed Disposal; and
 - (iv) separate Management Agreements with the Purchaser (or its affiliate) and the relevant Group entity for the management of each relevant Sale Vessel after completion of the Proposed Disposal.

The Company also updated that it has been informed that for the purposes of implementing the Proposed Disposal, the Pang SPV, a special purpose vehicle wholly owned by Mr. Pang Wei Meng (executive director of the Company) and Mr. Pang Wei Kuan, James (acting chief executive officer of the Company), intend to enter into the SHA with, amongst others, ENAV, which will set out the terms governing their relationship as shareholders of the Purchaser.

- (b) On 7 February 2022, the Company announced that the SGX-ST has on 4 February 2022 granted the AIP, subject to certain conditions. Further details of these conditions are set out in the section entitled “**Trading**” of this Offer Information Statement. The Company also announced that it has re-considered the terms of the Warrants Issuances. Please refer to the sections entitled “**Summary of the Shareholder Warrants Issue**” and “**Summary of the Management Warrants Issue**” for the terms and conditions of the Shareholder Warrants and Management Warrants respectively.
- (c) On 23 February 2022, the Company announced that on a poll vote, all of the ordinary resolutions to approve certain transactions contemplated under the Debt Restructuring Plan were duly approved and passed by the Shareholders at the EGM held on 23 February 2022.
- (d) On 3 March 2022, the Company announced that it has entered into the fourth supplemental trust deed with DBS Trustee Limited, as trustee, to give effect to and implement the Extraordinary Resolution of the Noteholders.
- (e) On 10 March 2022, the Company announced that the transfer of the Sale Vessels from the Group to the Purchaser has been completed. Accordingly, the Secured Lenders have discharged approximately US\$200 million of the secured indebtedness owed by

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the Group and have released and/or discharged all security interests and guarantees in connection thereto.

- (f) On 29 March 2022, the Company announced that its indirect wholly-owned subsidiary, Hudson Marine Pte. Ltd., has been struck off from the Register of Companies on 10 March 2022 pursuant to Section 344A of the Companies Act.
- (g) On 7 June 2022, the Company announced that the meetings of the respective scheme creditors for PCPL and CSIO will be held electronically on 20 July 2022 at 3:00 p.m. and 5:00 p.m. respectively, and that the notice of the meetings and the documents in respect of the Proposed Schemes of Arrangement were provided to the respective creditors of PCPL and CSIO.
- (h) On 21 July 2022, the Company announced that the requisite majorities of each class of scheme creditors of PCPL and CSIO have approved the Proposed Schemes of Arrangement pursuant to Section 210(3) of the Companies Act.
- (i) On 2 August 2022, the Company announced that it has made an application to the High Court on 28 July 2022 for the High Court's sanction of the Proposed Schemes of Arrangement, and the hearing date for the applications has been fixed on 11 August 2022 at 10:00 a.m.
- (j) On 12 August 2022, the Company announced that the High Court has approved the Proposed Schemes of Arrangement. Accordingly, each of the Proposed Schemes of Arrangement will become effective after a copy of the order of the High Court approving the Proposed Schemes of Arrangement is lodged with the Registrar of Companies in accordance with Section 210 of the Companies Act.
- (k) On 15 August 2022, the Company announced that it applied to the SGX-ST on 27 January 2022 for the lifting of the voluntary suspension of trading, and the resumption in the trading of, the securities of the Company on the Mainboard of the SGX-ST. The Company has requested to the SGX-ST that the suspension in trading of the Shares (and its related securities) be lifted, and that such trading resumes, upon the completion of the Proposed Disposal and the Proposed Securities Issuance. The Company further announced that it has, on 4 February 2022, received a letter from the SGX-ST advising that the SGX-ST has no objection to the Company's application for resumption of trading of its securities, subject to the fulfilment of certain conditions.

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- (d) the equity capital and the loan capital of the relevant entity as at the latest practicable date, showing –**
- (i) in the case of the equity capital, the issued capital; or**
 - (ii) in the case of the loan capital, the total amount of the debentures issued and outstanding, together with the rate of interest payable thereon;**
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As at the Latest Practicable Date, the share capital and loan capital of the Company is as follows:

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Issued and paid-up share capital	:	S\$206,650,308.10
Number of ordinary shares in issue (excluding treasury shares)	:	715,428,013 Shares
Number of treasury shares	:	10,327,000 treasury shares
Loan capital	:	S\$100,000,000 in principal amount of Notes
Rate of interest payable on the loan capital	:	Interest rate for the Notes: 4.30% per annum up to 29 August 2018, and zero per cent. per annum from and including 30 August 2018 onwards

(e) where –

- (i) the relevant entity is a corporation, the number of shares of the relevant entity owned by each substantial shareholder as at the latest practicable date; or**
 - (ii) the relevant entity is not a corporation, the amount of equity interests in the relevant entity owned by each substantial interest-holder as at the latest practicable date;**
-

As at the Latest Practicable Date, based on the information in the register of Substantial Shareholders maintained by the Company pursuant to the Companies Act, the Substantial Shareholders and the number of Shares in which they have an interest are as follows:

Substantial Shareholders	<u>Direct Interest</u>		<u>Deemed Interest</u>	
	No. of Shares	%⁽¹⁾	No. of Shares	%⁽¹⁾
Pang Yoke Min	20,142,444	2.8	465,470,000 ⁽²⁾	65.1
YM InvestCo Pte. Ltd.	465,470,000	65.1%	-	-
Mok Weng Vai	46,911,256	6.6%	-	-

Notes:

- (1)** Based on the total number of existing Shares of 715,428,013 (excluding 10,327,000 treasury shares) as at the Latest Practicable Date.
 - (2)** Mr Pang Yoke Min is deemed interested in the Shares held by YM InvestCo Pte. Ltd. as he is the beneficiary owner of the company.
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- (f) any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the 12 months immediately preceding the date of lodgment of the offer information statement, a material effect on the financial position or profitability of the relevant entity or, where the relevant entity is a holding company or holding entity of a group, of the group;**
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On 12 April 2018, Alliance Catering & Consultancy Services Pte Ltd served statutory demands on two subsidiaries of the Company, PCPL and CSIO, for the recovery of some US\$780,807.19 and S\$75,752.38 owing by these two subsidiaries. The 21-day period provided for paying, securing or compounding to Alliance Catering & Consultancy Services Pte Ltd's reasonable

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satisfaction the aforesaid sums expired on 3 May 2018. Subsequently on 14 May 2018, Alliance Catering & Consultancy Services filed winding up applications against PCPL and CSIO.

To allow the Group more time to restructure its debt with its creditors, PCPL, CSIO and the Company applied to the High Court on 16 May 2018, 18 May 2018 and 23 July 2018 respectively for moratoria pursuant to Section 211B(1) of the Companies Act to commence a court supervised process to reorganise their liabilities and businesses. All three entities have obtained moratoria under Section 211B(1) of the Companies Act, pursuant to which:

- (a) no appointment shall be made of a receiver or manager over any property or undertaking of the Company, PCPL and CSIO;
- (b) no action or proceedings in Singapore or elsewhere shall be commenced or continued against them (other than proceedings under Sections 210, 211B, 211D, 211G, 211H or 212 of the Companies Act), except with the consent of the applicant or the leave of the High Court and subject to such terms as the High Court imposes;
- (c) no execution, distress or other legal process against any of their property shall be commenced, continued or levied, except with their respective consent or the leave of the High Court and subject to such terms as the High Court imposes;
- (d) no step to enforce any security over any of their property, or to repossess any goods held by them under any chattels leasing agreement, hire-purchase agreement or retention of title agreement shall be taken or continued in Singapore or elsewhere, except with their respective consent or the leave of the High Court and subject to such terms as the High Court imposes; and
- (e) no enforcement of any right of re-entry or forfeiture under any lease in respect of any premises occupied by them shall be commenced or continued (including any enforcement pursuant to Sections 18 or 18A of the Conveyancing and Law of Property Act 1886 of Singapore), except with the consent of the Company or the leave of the High Court and subject to such terms as the High Court imposes.

On 7 July 2022, the Company announced that the High Court has granted extensions of the abovementioned moratoria to 31 October 2022, or until applications for extensions of the moratoria are heard, whichever is later.

On 29 October 2021, the Company announced that the High Court has made, amongst other things, the order granting the PCPL and CSIO liberty to convene meetings of classes of their respective scheme creditors, for the purposes of considering and, if thought fit, approving with or without modification, the Proposed Schemes of Arrangement. The meetings shall be convened within 12 weeks or by 30 April 2022 (whichever is later), at a time and venue in Singapore to be determined. On 7 June 2022, the Company announced that the meetings of the respective scheme creditors for PCPL and CSIO will be held electronically on 20 July 2022 at 3:00 p.m. and 5:00 p.m. respectively.

The Proposed Schemes of Arrangement will involve the restructuring of the unsecured debt obligations owing to three (3) of the Secured Lenders, which would still remain after completion of the Proposed Disposal, and other unsecured creditors (including trade creditors) of approximately US\$229 million in total. Under the Proposed Schemes of Arrangement, the unsecured debt will be partially paid either upfront or over a period of time. The implementation of the Proposed Schemes of Arrangement is conditional upon the sanction by the High Court of the Proposed Schemes of Arrangement.

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On 21 July 2022, the Company announced that the Proposed Schemes of Arrangement have been approved by the requisite majority of the creditors. On 12 August 2022, the Company announced that the High Court has sanctioned the Proposed Schemes of Arrangement.

Save as disclosed above, the Directors are not aware of any legal or arbitration proceedings to which the Company and/or any of its subsidiaries is a party and which is pending or known to be contemplated, which, in the opinion of the Directors, may have or have had in the 12 months immediately preceding the date of this Offer Information Statement, a material effect on the financial position or profitability of the Group.

(g) where any securities, securities-based derivatives contracts or equity interests of the relevant entity have been issued within the 12 months immediately preceding the latest practicable date:

- (i) if the securities, securities-based derivatives contracts or equity interests have been issued for cash, state the prices at which the securities or securities-based derivatives contracts have been issued and the number of securities, securities-based derivatives contracts or equity interests issued at each price; or**
- (ii) if the securities, securities-based derivatives contracts or equity interests have been issued for services, state the nature and value of the services and give the name and address of the person who received the securities, securities-based derivatives contracts or equity interests;**

No securities, securities-based derivatives contracts or equity interests of the Company have been issued within the 12 months immediately preceding the Latest Practicable Date.

(h) a summary of each material contract, other than a contract entered into in the ordinary course of business, to which the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any member of the group is a party, for the period of 2 years immediately preceding the date of lodgment of the offer information statement, including the parties to the contract, the date and general nature of the contract, and the amount of any consideration passing to or from the relevant entity or any other member of the group, as the case may be.

Save for the contracts disclosed below, neither the Company nor any of its subsidiaries have entered into any material contracts (not being contracts entered into in the ordinary course of business) within the past two (2) years immediately preceding the date of this Offer Information Statement:

- (a) the share purchase agreement dated 30 June 2020 entered into between AOPL and Alliance Maritime Pte. Ltd. to sell 49% of the issued and paid-up share capital of DPO at an aggregate purchase price of US\$2,134,938;**
- (b) the Consensual Sale Agreement dated 28 October 2021 entered into between, amongst others, the Company, the Purchaser and the Secured Lenders for the transfer of the Sale Vessels from the Group to the Purchaser (or its affiliates) and the consensual discharge of approximately US\$200 million of the secured indebtedness presently owed by the Group to the Secured Lenders, to effect the Proposed Disposal;**

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- (c) the MOA Umbrella Agreement dated 26 January 2022 entered into between the Company, the Purchaser and the relevant Group entities to set out the specific commercial arrangements between the parties thereto in connection with the transaction(s) contemplated under the Consensual Sale Agreement;
- (d) the MOAs dated 26 January 2022 entered into between the Company, the Purchaser (or its affiliate) and the relevant Group entity in relation to the transfer and delivery of each Sale Vessel;
- (e) the Management Umbrella Agreement dated 26 January 2022 entered into between the Company, the Purchaser (and its affiliates) and the relevant Group entities for the management of a majority of the Sale Vessels (being 31 out of the 33 Sale Vessels) after completion of the Proposed Disposal;
- (f) the Management Agreements entered into between the Company, the Purchaser (or its affiliate) and the relevant Group entity for the management of each relevant Sale Vessel after completion of the Proposed Disposal;
- (g) the fourth supplemental trust deed dated 2 March 2022 entered into between the Company and DBS Trustee Limited to give effect to and implement the Extraordinary Resolution of the Noteholders;
- (h) the Shareholder Warrants Deed Poll dated 18 August 2022 executed by the Company for the purpose of constituting the Shareholder Warrants and containing, *inter alia*, provisions for the protection of the rights and interests of the Shareholder Warrantholders;
- (i) the Shareholder Warrant Agency Agreement dated 18 August 2022 entered into between the Company and the Warrant Agent, pursuant to which the Warrant Agent was appointed as the warrant agent and registrar for the Shareholder Warrants;
- (j) the Management Warrants Deed Poll dated 18 August 2022 executed by the Company for the purpose of constituting the Management Warrants and containing, *inter alia*, provisions for the protection of the rights and interests of the Management Warrantholders; and
- (k) the Management Warrant Agency Agreement dated 18 August 2022 entered into between the Company and the Warrant Agent, pursuant to which the Warrant Agent was appointed as the warrant agent and registrar for the Management Warrants.

PART 5 (OPERATING AND FINANCIAL REVIEW AND PROSPECTS)

1. Provide selected data from –
 - (a) the audited income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the audited consolidated income statement of the relevant entity or the audited combined income statement of the group, for each financial year (being one of the 3 most recently completed financial years) for which that statement has been published; and
 - (b) any interim income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any interim consolidated income statement of the relevant entity or interim combined income statement of the group, for any subsequent period for which that statement has been published.
2. The data mentioned in paragraph 1 of this Part shall include the line items in the audited income statement, audited consolidated income statement, audited combined income statement, interim income statement, interim consolidated income statement or interim combined income statement, as the case may be, and in addition include the following items:
 - (a) dividends declared per share in both the currency of the financial statements and the Singapore currency, including the formula used for any adjustment to dividends declared;
 - (b) earnings or loss per share;
 - (c) earnings or loss per share, after any adjustment to reflect the sale of new securities or securities-based derivatives contracts.
3. Despite paragraph 1 of this Part, where –
 - (a) unaudited financial statements of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the unaudited consolidated financial statements of the relevant entity or unaudited combined financial statements of the group, have been published in respect of the most recently completed financial year; and
 - (b) the audited financial statements for that year are unavailable,

the data mentioned in paragraph 1 of this Part in respect of the most recently completed financial year may be provided from such unaudited financial statements, if the directors or equivalent persons of the relevant entity include a statement in the offer information statement that to the best of their knowledge, they are not aware of any reason which could cause the unaudited financial statements to be significantly different from the audited financial statements for the most recently completed financial year.

Please refer to **Appendix D** to this Offer Information Statement for the audited consolidated income statements of the Group for FY2019, FY2020 and FY2021, and the unaudited consolidated income statements of the Group for 6M2021 and 6M2022.

4. In respect of:

- (a) each financial year (being one of the 3 most recent completed financial years) for which financial statements have been published; and
- (b) any subsequent period for which interim financial statements have been published,

provide information regarding any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the relevant entity or, if it is the holding company or holding entity of a group, of the group, and indicate the extent to which such profit or loss before tax of the relevant entity or the group, as the case may be, was so affected. Describe any other significant component of revenue or expenditure necessary to understand the profit or loss before tax for each of these financial periods.

Save as disclosed below and in this Offer Information Statement, the Directors are not aware of any significant factor, including any unusual or infrequent event or new development which materially affected profit or loss before tax of the Group. A summary of the operations, business and financial performance of the Group is set out below:

6M2022 vs 6M2021

Revenue

Revenue decreased by approximately US\$7.9 million or 25% from US\$31.8 million in 6M2021 to US\$23.9 million in 6M2022.

The decrease was attributed mainly to the decrease in revenue from the chartering of Offshore Support and Subsea vessels of US\$14.1 million from US\$29.5 million in 6M2021 to US\$15.4 million in 6M2022, as the Proposed Disposal was completed in March 2022.

This was partially offset by the increase in revenue from the ship repair services of US\$6.2 million from US\$2.3 million in 6M2021 to US\$8.5 million in 6M2022 due to higher completion of ship repair works.

Gross Profit

Gross profit increased by approximately US\$4.1 million from US\$1.6 million in 6M2021 to US\$5.7 million in 6M2022.

The increase was mainly attributable to improved performances from the ship repair services and chartering of Offshore Support vessels, and partially offset by weaker performance from the chartering of Subsea vessels.

Other Income

Other income increased by approximately US\$34.7 million from US\$11.4 million in 6M2021 to US\$46.1 million in 6M2022.

The increase was mainly due to gain on sale of vessels of \$17.0 million, higher gain on debt forgiveness of bank loans of US\$13.0 million, gain on release of financial guarantee liabilities of US\$3.0 million and higher foreign exchange gain of US\$0.6 million in 6M2022.

General and Administrative Expenses

General and administrative expenses increased by approximately US\$1.9 million or 29% from US\$6.6 million in 6M2021 to US\$8.5 million in 6M2022, mainly due to commitment fee paid to the Purchaser in 3M2022.

Other Expenses

Other expenses increased by approximately US\$10.3 million from US\$3.2 million in 6M2021 to US\$13.5 million in 6M2022.

The increase was mainly attributable to increase in doubtful debt expenses of US\$11.0 million. This was partially offset by impairment of property, plant and equipment of US\$0.6 million recorded in 6M2021.

Finance Cost

Finance cost decreased by approximately US\$1.0 million or 12% from US\$8.7 million in 6M2021 to US\$7.7 million in 6M2022.

The decrease was mainly attributable to settlement of bank loans arising from the debt restructuring exercise.

Share of Results of Associates and Joint Ventures

Share of results of joint venture was US\$1.5 million gain for 6M2022, compared to nil for 6M2021. This was attributable to the realisation of deferred gain on sale of vessels to joint ventures for 1Q2022.

Share of results of associates was US\$4.6 million gain for 6M2022, compared to US\$2.4 million gain for 6M2021. This was attributable to the realisation of deferred gain on sale of vessels to an associate for 1Q2022 and 1Q2021.

FY2021 vs FY2020

Revenue

Revenue decreased by approximately US\$4.7 million or 7% from US\$63.5 million in FY2020 to US\$58.8 million in FY2021.

The decrease was attributed mainly to the decrease in revenue from the chartering of Offshore Support vessels of US\$12.5 million or 23% from US\$54.7 million for FY2020 to US\$42.2 million for FY2021 due to lower utilisation of vessels.

This was partially offset by an increase in revenue from the chartering of Subsea vessels of US\$7.6 million from US\$4.2 million for FY2020 to US\$11.8 million for FY2021 due to higher utilisation of vessels. Revenue from the ship repair services also increased by US\$0.2 million or 5% from US\$4.6 million for 12M 2020 to US\$4.8 million for FY2021 due to higher completion of ship repair works.

Gross Profit

Gross profit decreased by approximately US\$3.6 million from US\$7.3 million for FY2020 to US\$3.6 million for FY2021.

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The decrease was mainly attributable to weaker performances from the chartering of Offshore Support vessels and ship repair services, and partially offset by improved performance from the chartering of Subsea vessels.

Other Income

Other operating income decreased by approximately US\$3.6 million or 22% from US\$16.5 million in FY2020 to US\$12.9 million in FY2021.

The decrease was mainly attributable to lower gain on debt forgiveness of bank loans of US\$4.1 million, lower grant income of US\$0.8 million and lower interest income of US\$0.4 million, and partially offset by exchange gain of US\$1.6 million in FY2021.

General and Administrative Expenses

General and administrative expenses decreased by approximately US\$2.1 million or 14% from US\$14.6 million in FY2020 to US\$12.5 million in FY2021.

The decrease was mainly attributable to the Group's continuing cost rationalisation and lower restructuring expenses recorded in FY2021.

Other Operating Expenses

Other operating expenses decreased by approximately US\$16.2 million or 35% from US\$46.6 million in FY2020 to US\$30.4 million in FY2021.

The decrease was mainly attributable to decrease in impairment of property, plant and equipment of US\$8.5 million and decrease in doubtful debt expenses of US\$6.6 million in FY2021, and exchange loss of US\$1.9 million and impairment of investment in joint ventures of US\$1.0 million recorded in FY2020. This was partially offset by increase in financial guarantee liabilities of US\$1.9 million in FY2021.

Finance Costs

Finance costs decreased by approximately US\$2.1 million or 10% from US\$20.7 million in FY2020 to US\$18.6 million in FY2021.

The decrease was mainly attributable to a decrease in interest rates and a decrease in bank loans outstanding from US\$397.1 million as at 31 December 2020 to US\$386.6 million as at 31 December 2021, partially offset by higher overdue interest charges.

Share of Results of Associates and Joint Ventures

Share of results of joint venture was nil for FY2021, compared to US\$0.6 million gain for FY2020. This was mainly attributable to the disposal of a joint venture in FY2020 and the Group capped its share of losses of the other joint ventures up to its interest in these joint ventures.

Share of results of associates was US\$2.4 million gain for FY2021 compared to nil for FY2020. This was mainly attributable to the realisation of deferred gain on sale of vessels to an associate in FY2021.

FY2020 vs FY2019

Revenue

Revenue decreased by approximately US\$11.2 million or 15% from US\$74.8 million in FY2019 to US\$63.5 million in FY2020.

The decrease was attributed mainly to the decrease in revenue from the chartering of Subsea vessels of US\$11.1 million or 72% from US\$15.3 million for FY2019 to US\$4.2 million for FY2020 due to lower utilisation of vessels. Revenue from the Shipyard business also decreased by US\$0.5 million or 11% from US\$5.1 million for FY2019 to US\$4.6 million for FY2020 due to lower completion of ship repair works.

This was partially offset by an increase in revenue from the chartering of Offshore Support vessels of US\$0.4 million or 1% from US\$54.3 million for FY2019 to US\$54.7 million for FY2020 due to higher utilisation of vessels.

Gross Profit

Gross profit decreased by approximately US\$7.9 million or 52% from US\$15.2 million for FY2019 to US\$7.3 million for FY2020.

The decrease was mainly attributable to weaker performances from the chartering of Offshore Support and Subsea vessels, and partially offset by improved performance from the Shipyard business.

Other Income

Other operating income decreased by approximately US\$0.6 million or 4% from US\$17.1 million in FY2019 to US\$16.5 million in FY2020.

The decrease was mainly attributable to lower gain on debt forgiveness of bank loans by US\$1.0 million from US\$14.3 million in FY2019 to US\$13.3 million for FY2020 and absence of deferred capital grant income recorded in FY2019. The decrease was partially offset by government grant income from Jobs Support Scheme of US\$1.0 million in FY2020.

General and Administrative Expenses

General and administrative expenses decreased by approximately US\$2.9 million or 17% from US\$17.5 million in FY2019 to US\$14.6 million in FY2020.

The decrease was mainly due to lower Group's restructuring expenses and staff cost incurred for the period under review.

Other Operating Expenses

Other operating expenses decreased by approximately US\$24.9 million or 35% from US\$71.5 million in FY2019 to US\$46.6 million in FY2020.

The decrease was mainly attributable to lower loss on disposal of property, plant and equipment and assets held for sale of US\$15.4 million, lower impairment of property, plant and equipment of US\$15.8 million and lower impairment of investment in joint ventures of US\$2.4 million in FY2020. This was partially offset by an increase in impairment of doubtful receivables of US\$8.4 million.

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Finance Cost

Finance costs decreased by approximately US\$5.1 million or 20% from US\$25.8 million in FY2019 to US\$20.7 million in FY2020.

The decrease in finance costs for both periods was mainly attributable to a decrease in interest rates and a decrease in bank loans outstanding from US\$410.0 million as at 31 December 2019 to US\$397.1 million as at 31 December 2020, partially offset by higher overdue interest charges.

Share of Results of Joint Ventures

Share of results of joint ventures increased by approximately US\$0.3 million from US\$0.2 million for FY2019 to US\$0.6 million for FY2020. This was mainly attributable to share of profit of a joint venture which was subsequently disposed in FY2020, and the Group capped its share of losses of the other joint ventures up to its interest in these joint ventures.

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- 5. Provide selected data from the balance sheet of the relevant entity or, if it is the holding company or holding entity of a group, the group as at the end of:**
- (a) the most recent completed financial year for which audited financial statements have been published; or**
 - (b) if interim financial statements have been published for any subsequent period, that period.**
- 6. The data referred to in paragraph 5 of this Part shall include the line items in the audited or interim balance sheet of the relevant entity or the group, as the case may be, and must in addition include the following items:**
- (a) number of shares after any adjustment to reflect the sale of new securities or securities-based derivatives contracts;**
 - (b) net assets or liabilities per share;**
 - (c) net assets or liabilities per share after any adjustment to reflect the sale of new securities or securities-based derivatives contracts.**

Please refer to **Appendix E** to this Offer Information Statement for the audited consolidated statement of financial position of the Group as at 31 December 2021, and the unaudited consolidated statement of financial position of the Group as at 30 June 2022.

- 7. Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of:**
- (a) the most recent completed financial year for which financial statements have been published; and**
 - (b) if interim financial statements have been published for any subsequent period, that period.**
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Please see **Appendix F** to this Offer Information Statement for the audited consolidated statement of cash flows of the Group for FY2021 and the unaudited consolidated statement of cash flows of the Group for 6M2022.

Review of cash flow for 6M2022

The Group's net cash used in operating activities in 6M2022 amounted to US\$7.4 million. This was mainly due to net working capital outflow of US\$5.4 million, net interest and taxes paid of US\$0.7 million and cash outflow from operating activities before working capital changes of US\$1.2 million.

The Group's net cash generated from investing activities of US\$3.6 million in 6M2022 was mainly attributable to loans repaid by related companies of US\$5.0 million. This was partially offset by purchase of property, plant and equipment of US\$1.4 million.

The Group's net cash used in financing activities of US\$0.2 million in 6M2022 was mainly due to payment of principal portion of lease liabilities.

Review of cash flow for FY2021

In FY2021, the Group generated net cash inflow of US\$3.9 million.

Net cash inflow generated from operating activities was US\$5.6 million. This was mainly due to cash inflow from operating activities before working capital changes of US\$5.5 million and net working capital inflow of US\$2.3 million, partially offset by net interest and taxes paid of US\$2.2 million.

Net cash outflow from investing activities was US\$1.0 million. This was mainly due to loans to related companies of US\$3.0 million and purchase of property, plant and equipment of US\$1.9 million, partially offset by the refund of deposit for proposed acquisition of a company of US\$2.7 million and proceeds from sale of assets held for sale of US\$1.2 million.

Net cash outflow from financing activity was US\$0.7 million. This was due to the repayment of bank loans of US\$1.5 million and payment of principal portion of lease liabilities of US\$0.6 million, partially offset by the release of US\$1.4 million pledged cash to repay the bank loans.

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8. **Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgment of the offer information statement, is sufficient for at least the next 12 months and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided. When ascertaining whether working capital is sufficient, any financing facilities which are not available as at the date of lodgment of the prospectus must not be included, but net proceeds from the offer may be taken into account if the offer is fully underwritten. Where the offer is not fully underwritten, minimum net proceeds may be included only if it is an express condition of the offer that minimum net proceeds are to be raised and that the application moneys will be returned to investors if the minimum net proceeds are not raised.**
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As at the date of this Offer Information Statement, the Directors are of the reasonable opinion that, barring unforeseen circumstances, after taking into consideration the cash generated from

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the Group's operations, the Group's internal sources of funds and the restructuring of the Group's debt pursuant to the Debt Restructuring Plan, the working capital available to the Group is sufficient for at least the next 12 months.

9. **If the relevant entity or any other entity in the group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities or securities-based derivatives contracts in the relevant entity, provide:**
- (a) a statement of that fact;**
 - (b) details of the credit arrangement or bank loan; and**
 - (c) any action taken or to be taken by the relevant entity or other entity in the group, as the case may be, to rectify the situation (including the status of any restructuring negotiations or agreement, if applicable).**
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The Group is in breach of its payment obligations under the bank loans and credit arrangements granted to the Group by the Secured Lenders as at 31 December 2021. The bank loans and credit arrangements include:

- (a) term loans granted by the Secured Lenders secured by the vessels of the Group of approximately US\$425 million ("**Secured Loans**");
- (b) a property loan granted by UOB secured by the Group's office and shipyard complex of approximately US\$52 million ("**Property Loan**");
- (c) various cross-currency swap facilities entered into with DBS, UOB and OCBC in connection with the Notes of approximately US\$7 million ("**Cross-Currency Swap Facilities**"); and
- (d) certain other unsecured loans granted by UOB and DBS of approximately US\$11 million ("**Unsecured Loans**").

As the Group was not able to continue to service its financial obligations to its bank lenders, it reached out to them from June 2017 to request for temporary suspension of its payment obligations and restructuring of its existing financial obligations. The Group has secured a proposal to restructure its bank loans with ENAV in the form of the Debt Restructuring Plan, which the Secured Lenders have supported. Pursuant to the Debt Restructuring Plan:

- (a) approximately US\$200 million of the Secured Loans will be discharged as consideration for the transfer of the Sale Vessels to the Purchaser (or its affiliates), and the remaining amounts owed to the Secured Lenders under the Secured Loans will be settled via the Proposed Schemes of Arrangement;
- (b) DBS, UOB and OCBC will be allotted the Lender Shares to discharge the liabilities owing to them under the Cross-Currency Swap Facilities;
- (c) the Property Loan will be consensually restructured, and UOB will accept the reduction of the principal owing to it under the Property Loan; and

- (d) the amounts owing to UOB and DBS under the Unsecured Loans of approximately US\$11 million will be discharged.

The Company was also in breach of its payment obligations under the Notes (or the S\$100,000,000 4.30 Per Cent. Notes due 2020 comprised in Series 001 (ISIN: SG6SF2000004)). The Company had undertaken the Consent Solicitation Exercise for the consensual restructuring of the Notes, and in connection therewith, the Extraordinary Resolution tabled at the adjourned meeting of the Noteholders on 21 April 2021 to restructure the Notes was duly passed as an Extraordinary Resolution of the Noteholders without any amendment. Pursuant to the Extraordinary Resolution, the Noteholders agreed to, amongst other things, the waiver of the non-payment of the principal amount in respect of the Notes due on 31 March 2020, and the redemption of the Notes by way of issue of the Noteholder Redemption Shares and the Perpetual Securities.

Accordingly, after the completion of the Debt Restructuring Plan, the liabilities owing by the Group under the above bank loans and credit arrangements will be settled, waived, released, discharged, redeemed and/or restructured in accordance with the terms of the Debt Restructuring Plan. Please refer to the section entitled “**Summary of the Debt Restructuring Plan**” of this Offer Information Statement for further details in relation to the Debt Restructuring Plan.

The ordinary resolutions by the Shareholders to approve the transactions contemplated under the Debt Restructuring Plan were successfully passed at the EGM on 23 February 2022.

Save as disclosed above, as at the Latest Practicable Date, to the best of the Directors’ knowledge, the Group is not in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the Group’s financial position and results or business operations, or the investments by holders of securities in the Company.

10. Discuss:

- (a) the business and financial prospects of the relevant entity or, if it is the holding company or holding entity of a group, the group, for the next 12 months from the latest practicable date; and
- (b) any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources for at least the current financial year, or that may cause financial information disclosed in the offer information statement to be not necessarily indicative of the future operating results or financial condition. If there are no such trends, uncertainties, demands, commitments or events, provide an appropriate statement to that effect.

The discussion on the business and financial prospects of the Group as set out herein may contain forward-looking statements, and are subject to certain risks. Please refer to the section entitled “**Cautionary Note on Forward-Looking Statements**” of this Offer Information Statement for further details.

Save as disclosed below and in this Offer Information Statement, the Company’s annual reports, circulars and public announcements, and barring unforeseen circumstances, the Directors are not aware of any known trends, uncertainties, demands, commitments or events which are

reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the Group.

Business and Financial Prospects of the Group for the Current Financial Year

In 2015, the offshore and marine industry began to decline as oil prices plummeted. Since 2015 to end-2021, the Brent crude traded in a volatile range of US\$20 to US\$80 per barrel, leading to heightened caution and scepticism from major oil and gas operators towards their commitments to capital spending. Further to the above, over the first half of 2020, the COVID-19 epidemic sharply deteriorated into a global pandemic. That led to a global economic downturn. Oil prices also dramatically collapsed in or around early March 2020 to unprecedented negative prices. The weakness and volatility of the oil price environment also led to a further worldwide reduction in activities in the exploration, development and production of oil and natural gas, which in turn led to depressed charter rates and reduced charter utilisation. The ill aftereffects of the pandemic have persisted into 2021 and are expected to persist into 2022.

As part of the Debt Restructuring Plan, the Group will (i) transfer the Sale Vessels to the Purchaser (or its affiliates) as part of the Proposed Disposal, and (ii) enter into ship management agreements with the Purchaser (or its affiliates) to manage a majority of the Sale Vessels after completion of the Proposed Disposal. Accordingly, the Group will pivot into an asset-light full-fledged ship manager upon the completion of the Debt Restructuring Plan. The Group's near-term focus will be on ship management activities, with ship management being one of its existing core activities which also include ship owning and shipyard operations.

The Group believes that the ship management business model possesses significant merits, offering a relatively stable and recurring revenue stream, cost efficiencies and economies of scales associated with managing large vessel fleets. Barring unforeseen changes in the macro-economic environment, the Group believes that the ship management business is expected to stay resilient in the current challenging environment as more ship owners look to scale down their operations, contain their costs and outsource all or certain parts of their crewing, technical or commercial operations to professional ship managers. This is especially so with ship owners that operate smaller fleets, as the costs of a full suite of in-house ship management functions could be prohibitively uneconomical.

Notwithstanding the current state of the offshore and marine industry as set out above, the Group believes that there are opportunities arising from the industry crises, given the increasingly stringent operational demands imposed by international and national oil companies and the mounting pressure on smaller operators to rein in their costs, outsourcing of ship management activities by ship owners to third-party managers is set to gain pace. The Group believes that it will be able to position itself for the next phase of development by leveraging on its reputation as a quality owner-operator and drawing from its deep expertise in ship management it has built over the years to successfully transition to a full-fledged ship management business.

The Group also intends to maximise on the potential of the offshore wind farm market. In recent years, there has been considerable growth in offshore wind farm capacity with large scale wind farms getting installed at locations away from shore, thus increasing the dependency on offshore support vessels to install, commission and maintain these wind farms. There are opportunities and demands for repurposed offshore support vessels, crew transfer vessels and service operation vessels to provide accommodation and walk-to-work services – both of which are crucial in the installation and maintenance of offshore wind projects. The Group believes its

track record and expertise in shipbuilding and project management will allow the Group to capture substantial work in this space, paving the way to strengthen its presence in the offshore wind segment.

Trends, Uncertainties, Demands, Commitments or Events

Certain business factors or risks which could materially affect the Group's profitability are set out in the section entitled "**Risk Factors**" of this Offer Information Statement. These are uncertainties, demands, commitments or events that may have a material and adverse impact on the business, results of operations, financial condition and prospects of the Group, should they occur.

The risks described in the section entitled "**Risk Factors**" of this Offer Information Statement are only a summary are not intended to be exhaustive. There may be additional risks not presently known to the Group, or that the Group may currently deem immaterial, which could affect its operations. If any of the following considerations and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of the Group, and the Group could be materially and adversely affected.

Save as disclosed above and in the section entitled "**Risk Factors**" of this Offer Information Statement, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the net sales or revenues, profitability, liquidity or capital resources for at least the current financial year, or that may cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the Group.

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- 11. Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.**
-

Not applicable. No profit forecast has been disclosed in this Offer Information Statement.

- 12. Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.**
-

Not applicable. No profit forecast or profit estimate has been disclosed in this Offer Information Statement.

- 13. Where a profit forecast is disclosed, include a statement by an auditor of the relevant entity as to whether the profit forecast is properly prepared on the basis of the assumptions referred to in paragraph 12 of his Part, is consistent with the accounting policies adopted by the relevant entity, and is presented in accordance with the accounting standards adopted by the relevant entity in the preparation of its financial statements.**
-

Not applicable. No profit forecast has been disclosed in this Offer Information Statement.

- 14. Where the profit forecast disclosed is in respect of a period ending on a date not later than the end of the current financial year of the relevant entity, provide in addition to the statement mentioned in paragraph 13 of this Part:**
- (a) a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by that person, that the profit forecast has been stated by the directors or equivalent persons of the relevant entity after due and careful enquiry and consideration; or**
 - (b) a statement by an auditor of the relevant entity, prepared on the basis of the auditor's examination of the evidence supporting the assumptions mentioned in paragraph 12 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority to the effect that no matter has come to the auditor's attention which gives the auditor reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.**

Not applicable. No profit forecast has been disclosed in this Offer Information Statement.

- 15. Where the profit forecast disclosed is in respect of a period ending on a date after the end of the current financial year of the relevant entity, provide in addition to the statement mentioned in paragraph 13 of this Part:**
- (a) a statement by the issue manager to the offer, or by any other person whose profession or reputation gives authority to the statement made by that person, prepared on the basis of an examination by that issue manager or person of the evidence supporting the assumptions mentioned in paragraph 12 of this Part, to the effect that no matter has come to the attention of that issue manager or person which gives that issue manager or person reason to believe that the assumptions do not provide reasonable grounds for the profit forecast; or**
 - (b) a statement by an auditor of the relevant entity, prepared on the basis of the auditor's examination of the evidence supporting the assumptions mentioned in paragraph 12 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority to the effect that no matter has come to the auditor's attention which gives the auditor reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.**

Not applicable. No profit forecast has been disclosed in this Offer Information Statement.

- 16. Disclose any event that has occurred from the end of:**
- (a) the most recent completed financial year for which financial statements have been published; or**
 - (b) if interim financial statements have been published for any subsequent period, that period,**

to the latest practicable date which may have a material effect on the financial position and results of the relevant party or, if it is the holding company or holding entity of a group, the group, or, if there is no such event, provide an appropriate statement to that effect.

Save as disclosed in this Offer Information Statement, the Company's annual reports, circulars and public announcements, the Directors are not aware of any event which has occurred since 30 June 2022 up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

- 17. In this Part, "published" includes publication in a prospectus, in an annual report or on the SGXNET.**
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Noted.

PART 6 (THE OFFER AND LISTING)

- 1. Indicate the price at which the securities or securities-based derivatives contracts are being offered and the amount of any expense specifically charged to the subscriber or purchaser. If it is not possible to state the offer price at the date of lodgment of the offer information statement, state the method by which the offer price is to be determined and explain how the relevant entity will inform investors of the final offer price.**
-

The expenses incurred by the Company in respect of the Warrants Issues will not be specifically charged to the Entitled Shareholders (in respect of the Shareholder Warrants) and the PRL Key Management (in respect of the Management Warrants).

Shareholder Warrants Issue

The Shareholder Warrants will be issued free. The Shareholder Warrants Exercise Price is S\$0.03 per Shareholder Warrant Share (subject to any adjustments to the Shareholder Warrants Exercise Price pursuant to the terms and conditions of the Shareholder Warrants as set out in the Shareholder Warrants Deed Poll).

Management Warrants Issue

The Management Warrants will be issued free. The Management Warrants Exercise Price is S\$0.06 per Management Warrant Share (subject to any adjustments to the Management Warrants Exercise Price pursuant to the terms and conditions of the Management Warrants as set out in the Management Warrants Deed Poll).

- 2. If there is no established market for the securities or securities-based derivatives contracts being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**
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Shareholder Warrants Issue

The Shareholder Warrant Shares will be traded on the Mainboard of the SGX-ST.

There is no established market for the Shareholder Warrants. The Shareholder Warrants will be issued free under the Shareholder Warrants Issue. The Company has determined the Shareholder Warrants Exercise Price to be S\$0.03, which represents a discount of 50% to the *pro forma* NTA per Share as at 30 June 2021, and a discount of approximately 70% to the VWAP of S\$0.10 of the Shares before the Proposed Share Consolidation (or a discount of approximately 97% to the VWAP of S\$1.00 of the Shares taking into consideration the effects of the Proposed Share Consolidation) for trades done on the SGX-ST on 22 February 2018, being the last full Market Day that trades were done prior to the voluntary trading halt and suspension of the securities of the Company.

Management Warrants Issue

The Management Warrant Shares will be traded on the Mainboard of the SGX-ST.

**SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS)
(SECURITIES AND SECURITIES-BASED DERIVATIVES CONTRACTS) REGULATIONS 2018**

There is no established market for the Management Warrants. The Company has determined the Management Warrants Exercise Price to be S\$0.06, which is equivalent to the *pro forma* NTA per Share as at 30 June 2021 and represents a discount of approximately 40% to the VWAP of S\$0.10 of the Shares before the Proposed Share Consolidation (or a discount of approximately 94% to the VWAP of S\$1.00 of the Shares taking into consideration the effects of the Proposed Share Consolidation) for trades done on the SGX-ST on 22 February 2018, being the last full Market Day that trades were done prior to the voluntary trading halt and suspension of the securities of the Company.

3. If:

- (a) any of the relevant entity's shareholders or equity interest-holders have pre-emptive rights to subscribe for or purchase the securities or securities-based derivatives contracts being offered; and**
- (b) the exercise of the rights by the shareholder or equity interest-holder is restricted, withdrawn or waived,**

indicate the reasons for such restriction, withdrawal or waiver, the beneficiary of such restriction, withdrawal or waiver, if any, and the basis for the offer price.

Pursuant to the Shareholder Warrants Issue, the Shareholder Warrants will be issued to the Entitled Shareholders. Pursuant to the Management Warrants Issue, the Management Warrants will be issued to the PRL Key Management. Save for the foregoing, none of the Shareholders or other equity interest-holders of the Company have pre-emptive rights to subscribe for or purchase the Shareholder Warrants or the Management Warrants.

As there may be prohibitions or restrictions against the offering of the Shareholder Warrants in certain jurisdictions, only Entitled Shareholders who are not Foreign Shareholders are eligible to participate in the Shareholder Warrants Issue. Please refer to the section entitled "**Eligibility to Participate in the Warrants Issues**" of this Offer Information Statement for further details.

4. If securities or securities-based derivatives contracts of the same class as those securities or securities-based derivatives contracts being offered are listed for quotation on any approved exchange:

- (a) in a case where the firstmentioned securities or securities-based derivatives contracts have been listed for quotation on the approved exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the firstmentioned securities or securities-based derivatives contracts:**
 - (i) for each of the 12 calendar months immediately preceding the calendar month in which the latest practicable date falls; and**
 - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date; or**
- (b) in a case where the firstmentioned securities or securities-based derivatives contracts have been listed for quotation on the approved exchange for less than 12 months immediately preceding the latest practicable date, disclose the**

highest and lowest market prices of the firstmentioned securities or securities-based derivatives contracts:

- (i) for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and
 - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;
 - (c) disclose any significant trading suspension that has occurred on the approved exchange during the 3 years immediately preceding the latest practicable date or, if the securities or securities-based derivatives contracts have been listed for quotation for less than 3 years, during the period from the date on which the securities or securities-based derivatives contracts were first listed to the latest practicable date; and
 - (d) disclose information on any lack of liquidity, if the securities or securities-based derivatives contracts are not regularly traded on the approved exchange.
-

- (a) The Shareholder Warrants are a new issue of securities with no established trading market. The Shareholder Warrants may be exercised by the Shareholder Warrantholders, and Shareholder Warrant Shares will be issued to the Shareholder Warrantholders upon such exercise. The Management Warrants will not be listed on the Mainboard of the SGX-ST. The Management Warrants may be exercised by the Management Warrantholders, and Management Warrant Shares will be issued to the Management Warrantholders upon such exercise.

Trading in the Shares and related securities of the Company on the Mainboard of the SGX-ST has been voluntarily suspended by the Company since 28 February 2018. Accordingly, no trades in the Shares on the SGX-ST have been recorded over the last twelve (12) months immediately preceding the Latest Practicable Date and for the period from 1 August 2022 to the Latest Practicable Date.

- (b) Not applicable. The Shares have been listed for quotation on the SGX-ST for more than twelve (12) months immediately preceding the Latest Practicable Date.
- (c) Trading of the Company's securities on the SGX-ST was voluntarily halted on 23 February 2018 and voluntarily suspended by the Company on 28 February 2018, given that the Company's debt had become unsustainable, and to protect the interests of each stakeholder group as it proceeded to negotiate a restructuring of its debts.

On 27 January 2022, the Company applied to the SGX-ST for the lifting of the voluntary suspension of trading, and the resumption in the trading of, the securities of the Company on the Mainboard of the SGX-ST. The Company has requested to the SGX-ST that the suspension in trading of the Shares (and its related securities) be lifted, and that such trading resumes, upon the completion of the Proposed Disposal and the Proposed Securities Issuance. On 4 February 2022, the Company received a letter from the SGX-ST advising that the SGX-ST has no objection to the Company's application for resumption of trading of its securities, subject to the fulfilment of certain conditions.

- (d) Not applicable.

5. Where the securities or securities-based derivatives contracts being offered are not identical to the securities or securities-based derivatives contracts already issued by the relevant entity, provide:
- (a) a statement of the rights, preferences and restrictions attached to the securities or securities-based derivatives contracts being offered; and
 - (b) an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities or securities-based derivatives contracts, to rank in priority to or equally with the securities or securities-based derivatives contracts being offered.
-

Shareholder Warrants Issue

The Shareholder Warrants will, upon issue, be a new class of securities. Each Shareholder Warrant entitles the Shareholder Warrantholder thereof to subscribe for one (1) Shareholder Warrant Share at the Shareholder Warrants Exercise Price, subject to the terms and conditions set out in the Shareholder Warrants Deed Poll.

The Shareholder Warrant Shares will upon issue and allotment, rank *pari passu* in all respects with the then existing Shares, except that they will not be entitled to participate in any dividends, rights, allotments or other distributions where the Record Date is before the date of issue and allotment of the Shareholder Warrant Shares.

The Shareholder Warrants and the Shareholder Warrant Shares are to be issued pursuant to the specific approval granted by Shareholders at an EGM held by the Company on 23 February 2022.

Management Warrants Issue

The Management Warrants will, upon issue, be a new class of securities. Each Management Warrant entitles the Management Warrantholder thereof to subscribe for one (1) Management Warrant Share at the Management Warrants Exercise Price, subject to the terms and conditions set out in the Management Warrants Deed Poll.

The Management Warrant Shares will upon issue and allotment, rank *pari passu* in all respects with the then existing Shares, except that they will not be entitled to participate in any dividends, rights, allotments or other distributions where the Record Date is before the date of issue and allotment of the Management Warrant Shares.

The Management Warrants and the Management Warrant Shares are to be issued pursuant to the specific approval granted by Shareholders at an EGM held by the Company on 23 February 2022.

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6. Indicate the amount, and outline briefly the plan of distribution, of the securities or securities-based derivatives contracts that are to be offered otherwise than through underwriters. If the securities or securities-based derivatives contracts are to be offered through the selling efforts of any broker or dealer, describe the plan of distribution and the terms of any agreement or understanding with such entities. If known, identify each

broker or dealer that will participate in the offer and state the amount to be offered through each broker or dealer.

Shareholder Warrants Issue

The Shareholder Warrants Issue is made on a non-underwritten basis to Entitled Shareholders on the basis of 100 Shareholder Warrants to be issued for every 100 Consolidated Shares held by the Entitled Shareholders as at the Shareholder Warrants Books Closure Date, fractional entitlements to be disregarded. The Company will be issuing up to 22,527,400 Shareholder Warrants under the Shareholder Warrants Issue. The Shareholder Warrants are issued free to the Entitled Shareholders and are not offered through any broker or dealer.

As there may be prohibitions or restrictions against the allotment of the Shareholder Warrants in certain jurisdictions, only Entitled Shareholders who are not Foreign Shareholders are eligible to participate in the Shareholder Warrants Issue. Please refer to the section titled “**Eligibility to Participate in the Warrants Issues**” of this Offer Information Statement for further details.

Management Warrants Issue

The Management Warrants Issue is made on a non-underwritten basis to the PRL Key Management on the basis of 47 Management Warrants to be issued for every 100 Consolidated Shares held by the PRL Key Management as at the Management Warrants Books Closure Date, fractional entitlements to be disregarded. The Company will be issuing up to 23,033,431 Management Warrants under the Management Warrants Issue. The Management Warrants are issued free to the PRL Key Management and are not offered through any broker or dealer.

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- 7. Provide a summary of the features of the underwriting relationship together with the amount of securities or securities-based derivatives contracts being underwritten by each underwriter.**
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Not applicable. No underwriter has been appointed.

PART 7 (ADDITIONAL INFORMATION)

- 1. Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.**
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Not applicable. No statement or report was made by an expert in this Offer Information Statement.

- 2. Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert:**
- (a) state the date on which the statement was made;**
 - (b) state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and**
 - (c) include a statement that the expert has given, and has not withdrawn, his or her written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.**
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Not applicable. No statement was made by an expert in this Offer Information Statement.

- 3. The information mentioned in paragraphs 1 and 2 of this Part need not be provided in the offer information statement if the statement attributed to the expert is a statement to which the exemption under regulation 33(2) applies.**
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Not applicable. No statement was made by an expert in this Offer Information Statement.

- 4. Where a person is named in the offer information statement as the issue manager or underwriter (but not a sub-underwriter) to the offer, include a statement that the person has given, and has not withdrawn, his or her written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.**
-

Not applicable. No issue manager or underwriter has been appointed.

- 5. Include particulars of any other matters not disclosed under any other paragraph of this Schedule which could materially affect, directly or indirectly:**
- (a) the relevant entity's business operations or financial position or results; or**
 - (b) investments by holders of securities or securities-based derivatives contracts in the relevant entity.**

Save as disclosed in this Offer Information Statement or as may have been publicly announced by the Company on SGXNET and to the best of their knowledge, the Directors are not aware of any other matters not disclosed under any other paragraph of this Offer Information Statement which could materially affect, directly or indirectly, the Company's business operations, financial position or results, or investments by the holders of securities in the Company.

**PART 8 (ADDITIONAL INFORMATION REQUIRED FOR OFFER OF DEBENTURES OR UNITS OF
DEBENTURES)**

Not applicable.

PART 9 (ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES)

Not applicable.

**PART 10 (ADDITIONAL INFORMATION REQUIRED FOR OFFER OF SECURITIES OR
SECURITIES-BASED DERIVATIVES CONTRACTS BY WAY OF RIGHTS ISSUE)**

Not applicable.

The following are the Terms and Conditions of the Shareholder Warrants, substantially as they will appear on the reverse of each of the definitive security certificates evidencing the Shareholder Warrants (if issued):

TERMS AND CONDITIONS OF THE WARRANTS

The warrants ("**Warrants**") to subscribe for new ordinary shares ("**New Shares**") in the capital of **PACIFIC RADIANCE LTD.** ("**Company**") form part of an issue of up to 22,527,400 Warrants to the entitled shareholders of the Company as at a books closure date to be determined by the Directors of the Company ("**Books Closure Date**"), except for Pang Yoke Min (executive chairman of the Company), Pang Wei Meng (executive director of the Company) and Pang Wei Kuan, James (acting chief executive officer of the Company) ("**Entitled Shareholders**").

Each Warrant carries the right to subscribe for one (1) New Share at the exercise price of S\$0.03 for each New Share, on the basis of 100 Warrants for every 100 ordinary shares in the capital of the Company held by the Entitled Shareholders as at the Books Closure Date, fractional entitlements being disregarded.

The Warrants are subject to and have the benefit of a deed poll dated 18 August 2022 made by the Company (the "**Deed Poll**"). The issue of the Warrants was authorised by resolutions of the Board of Directors of the Company and will be issued pursuant to a shareholders' resolution passed at the extraordinary general meeting of the Company held on 23 February 2022.

The statements in these terms and conditions of the Warrants ("**Conditions**") include summaries of, and are subject to, the detailed provisions of the Deed Poll. Copies of the Deed Poll are available for inspection at the registered office for the time being of the Company and at the specified office for the time being of the warrant agent referred to in Condition 4.7 ("**Warrant Agent**") and the holders of the Warrants ("**Warrantholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Deed Poll.

1. Definitions

For the purposes of these Conditions, unless otherwise stated or the context otherwise requires, terms defined in the Deed Poll shall have the same meanings when used in these Conditions. In addition:-

"**Act**" means the Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time.

"**Approved Bank**" means any bank or merchant bank in Singapore of international repute and selected by the Directors.

"**Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks in Singapore, the SGX-ST, CDP and the Warrant Agent are open for business.

"**CDP**" means The Central Depository (Pte) Limited.

"**CPF**" means the Central Provident Fund.

"**CPF Act**" means the Central Provident Fund Act 1953 of Singapore, as may be amended, modified or supplemented from time to time.

"**CPF Approved Bank**" means any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations.

“CPF Board” means the board of the CPF established pursuant to the CPF Act.

“CPF Investment Account” means an account opened by a member of CPF with a CPF Approved Bank from which money may be withdrawn for, *inter alia*, payment of the Exercise Price arising from the exercise of each Warrant.

“CPF Regulations” means the Central Provident Fund (Investment Schemes) Regulations, as may be amended, modified or supplemented from time to time.

“Depositor”, “Depository Agent” and “Depository Register” shall have the respective meanings ascribed to them in Section 81SF of the Securities and Futures Act 2001 of Singapore.

“Directors” mean the Directors for the time being of the Company.

“Exercise Date” means, in relation to the exercise of a Warrant, the Business Day (falling within the Exercise Period), on which the applicable conditions referred to in Condition 4.1 are fulfilled, or (if fulfilled on different days) on which the last of such conditions is fulfilled, provided that if any such day falls during a period when the Warrant Register is closed, then the **“Exercise Date”** shall be the next Business Day on which the Warrant Register is open.

“Exercise Notice” means a notice (for the time being current and as the same may be modified or amended from time to time) for the exercise of the Warrants, copies of which may be obtained from the Warrant Agent.

“Exercise Period” means the period during which the Warrants may be exercised, commencing on the Warrants Issue Date and expiring at 5:00 p.m. on the Expiration Date, but excluding the Lock-Up Period and such period(s) during which the Warrant Register may be closed pursuant to Condition 4.6.

“Exercise Price” means, in respect of each Warrant, S\$0.03 for each New Share, subject to adjustment in accordance with Condition 5.

“Expiration Date” means the date falling five (5) years after the date of issue of the Warrants, provided that if such date falls on a day on which the Warrant Register is closed or which is not a Market Day, then the Market Day immediately preceding such date (as the case may be) shall be the Expiration Date.

“Extraordinary Resolution” has the meaning ascribed to it in Condition 11.1.

“First Adjustment” has the meaning ascribed to it in Condition 5.5.

“Last Dealt Price” means, in relation to a Share on a relevant Market Day, the last dealt price per Share for one (1) or more board lots of Shares on that Market Day on which there is trading of the Shares on the SGX-ST.

“Lock-Up Period” means the period commencing on the date of issue of the Warrants and ending on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, or the date that all the Perpetual Securities have been redeemed by the Company, whichever is earlier.

“Market Day” means a day on which the SGX-ST is open for trading in securities in Singapore.

“Noteholders” means the holders of the S\$100,000,000 4.30 per cent. Notes due 2020 comprised in Series 001 (ISIN: SG6SF2000004) issued by the Company.

“Perpetual Securities” means S\$3,000,000 in principal amount of non-listed and non-cumulative perpetual securities to be issued by the Company in denominations of S\$7,500 each free to the Noteholders.

“Proceedings” has the meaning ascribed to it in Condition 15.2.

“SGX-ST” means the Singapore Exchange Securities Trading Limited.

“Securities Account” means a securities account maintained by a Depositor with CDP but does not include a securities sub-account.

“Special Account” means the account maintained by the Company with a bank in Singapore for the purpose of crediting monies paid by exercising Warrantholders in satisfaction of the Exercise Price in relation to the Warrants exercised by such exercising Warrantholders.

“Transfer Form” has the meaning ascribed to it in Condition 8.2

“Warrant Agency Agreement” means the Warrant Agency Agreement dated on or around 18 August 2022 between (1) the Company, (2) the Warrant Agent and (3) the Share Registrar appointing, *inter alia*, the Warrant Agent, as the same may be modified from time to time by the parties thereto, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment.

“Warrant Register” means the register of Warrantholders to be maintained by the Warrant Agent pursuant to Condition 4.6.

“Warrantholders” means the registered holders of the Warrants, except that where the registered holder is CDP, the term **“Warrantholders”** shall, in relation to such Warrants registered in the name of the Depository and where the context admits, include the persons named as Depositors in the Depository Register maintained by the CDP whose Securities Accounts are credited with those Warrants, provided that for the purposes of Schedule 2 of the Deed Poll relating to meetings of Warrantholders, such Warrantholders shall mean those persons named as Depositors in the Depository Register maintained by CDP having Warrants credited to their Securities Accounts as shown in the records of CDP as at a time not earlier than 72 hours prior to the time of a meeting of Warrantholders supplied by CDP to the Company. The word **“holder”** or **“holders”** in relation to Warrants shall (where appropriate) be construed accordingly.

“Warrants Issue Date” means the date of issuance of the Warrants.

2. Form and Title

2.1 The Warrants are issued in registered form. Title to the Warrants will be transferable in accordance with Condition 8. The Warrant Agent will maintain the Warrant Register on behalf of the Company and except as may be ordered by a court of competent jurisdiction or as may be required by law:-

- (a) the registered holder of Warrants (other than CDP); and
- (b) (where the registered holder of Warrants is CDP) each Depositor for the time being appearing in the Depository Register maintained by CDP as having Warrants credited to its Securities Account(s),

will be deemed to be and be treated as the absolute owner thereof (whether or not the Company shall be in default in respect of the Warrants or its covenants contained in the Deed Poll or these Conditions and notwithstanding any notice of ownership or writing hereon or notice of any previous loss, theft or forgery of the relevant Warrant Certificate, or any irregularity or error in the records of CDP or any express notice to the Company or Warrant Agent or any other related matters) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

- 2.2 The executors and/or administrators of a deceased Warrantholder shall be the only persons recognised by the Company and the Warrant Agent as having title to Warrants registered in the name of a deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be reasonably required by the Warrant Agent to prove their title and on the payment of such fees and expenses referred to in Condition 8, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made.
- 2.3 If two (2) or more persons are entered into the Warrant Register or (as the case may be) the records maintained by CDP, as joint holders of any Warrant, they shall be deemed to hold the same as joint tenants with the benefit of survivorship subject to the following provisions:-
- (a) the Company shall not be bound to register more than two (2) persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or trustees of a deceased Warrantholder;
 - (b) joint holders of any Warrant whose names are entered into the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be treated as one (1) Warrantholder;
 - (c) the Company shall not be bound to issue more than one (1) Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Warrant Register shall be sufficient delivery to all; and
 - (d) the joint holders of any Warrant whose names are entered into the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant or the exercise of such Warrant.

3. Exercise Rights

- 3.1 Each Warrantholder shall have the right, by way of exercise of a Warrant, at any time during normal business hours on any Business Day during the Exercise Period in the manner set out in Condition 4 and otherwise on the terms and subject to these Conditions, to subscribe for one (1) New Share at the Exercise Price, subject to adjustments in accordance with Condition 5, on the Exercise Date applicable to such Warrant. No fraction of a Share shall be allotted. For the avoidance of doubt, the Warrants may only be exercised upon the expiry of the Lock-Up Period.
- 3.2 At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 4 will lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Expiration Date.
- 3.3 Any Warrant in respect of which the Exercise Notice shall not have been duly completed and delivered in the manner set out below under Condition 4 to the Warrant Agent on or before 5.00 p.m. on the Expiration Date shall be rendered void.

4. Procedure for Exercise of Warrants**4.1 Lodgment Conditions**

4.1.1 In order to exercise one (1) or more Warrants, a Warrantholder must, before 3.00 p.m. on any Business Day prior to the Expiration Date and before 5.00 p.m. on the Expiration Date, fulfil all the following conditions:-

- (a) lodgment of the relevant Warrant Certificate registered in the name of the exercising Warrantholder or CDP (as the case may be) for exercise at the specified office for the time being of the Warrant Agent together with the Exercise Notice (copies of which may be obtained from the Warrant Agent or the Company) in respect of the Warrants represented thereby, duly completed and signed by or on behalf of the exercising Warrantholder and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided always that the Warrant Agent may dispense with the production of the Global Warrant Certificate where such Warrants being exercised are registered in the name of CDP;
- (b) the furnishing of such evidence (if any) as the Warrant Agent may require to determine the due execution of the Exercise Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise to ensure the due exercise of the Warrants;
- (c) pay or satisfy the Exercise Price in accordance with the provisions of Condition 4.2 below;
- (d) pay a deposit or other fees for the time being chargeable by, and payable to, CDP (if any) or any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrants as the Warrant Agent may require; and
- (e) if applicable, pay any fees for certificates for the New Shares to be issued, the submission of any necessary documents required in order to effect, and pay the expenses of, the registration of the New Shares in the name of the exercising Warrantholder or CDP (as the case may be) and the delivery of certificates for the New Shares upon exercise of the relevant Warrants to the place specified by the exercising Warrantholder in the Exercise Notice or to CDP (as the case may be).

4.1.2 Any exercise by a Warrantholder in respect of Warrants registered in the name of CDP shall be further conditional on that number of Warrants so exercised being credited to the “Free Balance” of the Securities Account(s) of the exercising Warrantholder and remaining so credited until the relevant Exercise Date and on the exercising Warrantholder electing in the Exercise Notice to have the delivery of the New Shares arising from the exercise of the relevant Warrants to be effected by crediting such New Shares to the Securities Account(s) of the exercising Warrantholder, or, in the case where funds standing to the credit of a CPF Investment Account are to be used for the payment of the Exercise Price arising from the exercise of each Warrant, by crediting such New Shares to the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which the Exercise Notice shall be void and all rights of the exercising Warrantholder and of any other person thereunder shall cease.

4.1.3 An Exercise Notice which does not comply with the conditions above shall be void for all purposes. Warrantholders whose Warrants are registered in the name of CDP irrevocably authorise the Company and the Warrant Agent to obtain from CDP and to rely upon such information and documents as the Company or the Warrant Agent deems necessary to satisfy itself that all the above-mentioned conditions have been fulfilled and such other information as

the Company or the Warrant Agent may require in accordance with these Conditions and the Deed Poll and to take such steps as may be required by CDP (including the steps set out in CDP's "Guidelines to the Procedures for Exercise of Warrants/TSR (Warrants)" as amended from time to time) in connection with the operation of the Securities Account of any Warrantholder provided that the Company and the Warrant Agent shall not be liable in any way whatsoever for any loss or damage incurred or suffered by the Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the records of and information supplied by CDP.

- 4.1.4 Once all the conditions in this Clause 4.1 (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), Exercise Notice and any monies tendered in or towards payment of the Exercise Price in accordance with Condition 4.2 below may not be withdrawn without the consent in writing of the Company.

4.2 Payment of the Exercise Price

Payment of the Exercise Price shall be made:-

- (a) to the specified office of the Warrant Agent by way of a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore, and/or by debiting the CPF Investment Account with the CPF Approved Bank as specified in the Exercise Notice, for the credit of the Special Account for the full amount of the Exercise Price payable in respect of the Warrants exercised, provided that any such remittance shall be accompanied by the delivery to the Warrant Agent of the payment advice referred to in Condition 4.2(b) and shall comply with any exchange control or other statutory requirements for the time being applicable; and
- (b) free of any foreign exchange commissions, remittance charges or any other deductions and shall be accompanied by a payment advice containing:-
 - (i) the name of the exercising Warrantholder;
 - (ii) the number of Warrants exercised; and
 - (iii) the certificate numbers of the relevant Warrant Certificates or, if the relevant Warrant Certificates are registered in the name of CDP, the Securities Account(s) of the exercising Warrantholder which is to be debited with the Warrants being exercised.

If the payment of the Exercise Price fails to comply with the foregoing provisions, the Warrant Agent may, at its absolute discretion and without liability on behalf of itself or the Company, refuse to recognise the relevant payment as relating to the exercise of any particular Warrant, and the exercise of the relevant Warrants may accordingly be delayed or treated as invalid. If the relevant payment received by the Warrant Agent in respect of an exercising Warrantholder's purported payment of the Exercise Price relating to all the relevant Warrants lodged with the Warrant Agent is less than the full amount of such Exercise Price, the Warrant Agent shall not treat the relevant payment so received or any part thereof as payment of the Exercise Price or any part thereof and, accordingly, the whole of such relevant payment shall remain in the Special Account (subject to Condition 4.4 below) unless and until a further payment is made in accordance with the requirements set out above in this Condition 4.2 in an amount sufficient to cover the deficiency. Neither the Company nor the Warrant Agent shall be held responsible for any loss arising from the retention of any such payment by the Company or the Warrant Agent.

Payment of the Exercise Price received by the Warrant Agent will be deposited by the Warrant Agent to the Special Account in accordance with the Warrant Agency Agreement in payment for the New Shares to be delivered in consequence of the exercise of such Warrants.

4.3 Exercise Date

A Warrant shall be treated as exercised on the Exercise Date relating to that Warrant.

4.4 Special Account

Payment of the Exercise Price received by the Warrant Agent shall be deposited to the Special Account after the Exercise Date relating to the relevant Warrants in payment for the New Shares to be delivered in consequence of the exercise of such Warrants. The relevant Warrant Certificate(s) shall be cancelled on the Exercise Date except that, in relation to the Global Warrant Certificate(s) in the name of CDP, the number of Warrants represented by the Global Warrant Certificate(s) registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised. The original Global Warrant Certificate(s) shall be cancelled and replaced with new Global Warrant Certificate(s) representing the Warrants that are held through CDP which remain unexercised, as soon as possible after receipt by the Warrant Agent from CDP of the original Global Warrant Certificate(s), accompanied by instructions from CDP as to the cancellation of such original Global Warrant Certificate(s) in *lieu* of the new Global Warrant Certificate(s).

If such payment is made to the Warrant Agent and such payment is not recognised by the Warrant Agent as relating to the exercise of the relevant Warrants or the relevant payment is less than the full amount of the Exercise Price, or the conditions set out in Condition 4.1 have not then all been fulfilled in relation to the exercise of such Warrants, such payment will remain in the Special Account pending recognition of such payment or full payment or, fulfilment of the lodgment conditions, as the case may be, but on whichever is the earlier of (i) the 14th day after receipt of such Exercise Notice by the Warrant Agent and (ii) the Expiration Date, such payment will (if the Exercise Date in respect of such Warrant(s) has not by then occurred) be returned, without interest, to the person who remitted such payment. The Warrant Agent will, if it is possible to relate the payment so returned to any Warrant Certificates (if applicable) and the relevant Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice together with such payment, after receipt of the same from the Company, to the exercising Warrantholder at the risk and expense of such Warrantholder. The Company will, upon receipt of notification from the Warrant Agent of any unsuccessful exercise of Warrants, forward such payment to the Warrant Agent for it to be returned to the exercising Warrantholder. The Company will be entitled to deduct or otherwise recover any applicable handling charges and out-of-pocket expenses of the Warrant Agent. So long as any particular payment remains credited to the Special Account and the relevant Exercise Date has not occurred, it (but excluding any interest accrued thereon) will continue to belong to the exercising Warrantholder but it may only be withdrawn within the abovementioned 14 day period with the consent in writing of the Company.

4.5 Allotment of Shares and Issue of Balancing Warrant Certificates

A Warrantholder exercising Warrants which are registered in the name of CDP must elect in the Exercise Notice to have the delivery of New Shares arising from the exercise of such Warrants to be effected by crediting such New Shares to the Securities Account of such Warrantholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice. A Warrantholder exercising Warrants registered in his own name may elect in the Exercise Notice to either receive physical share certificates in respect of the New Shares arising from the exercise of such Warrants or to have the delivery of such New Shares effected by crediting such New Shares to his Securities Account, or, as the case may

be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice (in which case, such Warrantholder shall also duly complete and deliver to the Warrant Agent such forms as may be required by CDP), failing which such exercising Warrantholder shall be deemed to have elected to receive physical share certificates in respect of such New Shares at his address specified in the Warrant Register.

The Company shall allot and issue the New Shares arising from the exercise of the relevant Warrants by a Warrantholder in accordance with the instructions of such Warrantholder as set out in the Exercise Notice and:-

- (a) where such Warrantholder has (or is deemed to have) elected in the Exercise Notice to receive physical share certificates in respect of the New Shares arising from the exercise of the relevant Warrants, the Company shall despatch, as soon as practicable but in any event not later than five (5) Business Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice and at the risk of such Warrantholder, the certificates relating to such New Shares registered in the name of such Warrantholder; and
- (b) where such Warrantholder has elected in the Exercise Notice to have the delivery of New Shares arising from the exercise of the relevant Warrants to be effected by the crediting of the Securities Account of such Warrantholder as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, the Company shall despatch, as soon as practicable but not later than five (5) Business Days after the relevant Exercise Date, the certificates relating to such New Shares in the name of, and to, CDP for the credit of the Securities Account of such Warrantholder as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice.

Where a Warrantholder exercises part only (but not all) of the subscription rights represented by Warrants registered in his name, the Company shall despatch a balancing Warrant Certificate in the name of the exercising Warrantholder in respect of any Warrants remaining unexercised by ordinary post to the address specified in the relevant Exercise Notice (or failing which, to his address specified in the Warrant Register) and at the risk of that Warrantholder at the same time as it delivers, in accordance with the relevant Exercise Notice, the share certificate(s) relating to the New Shares arising upon exercise of such Warrants.

Where the Warrantholder exercises part only (and not all) of the subscription rights represented by the Warrants registered in the name of CDP, the number of Warrants represented by the Global Warrant Certificate(s) registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.

The New Shares will rank for any dividends, rights, allotments or other distributions, the record date for which shall fall on or after the date of issue of the New Shares. Subject as aforesaid, the New Shares shall rank *pari passu* in all other respects with the then existing Shares. For the purpose of this Condition 4.5, "**record date**" means, in relation to any dividends, rights, allotments or other distributions, the date on which, as at the close of business (or such other time in accordance with market practice as may have been notified in writing by the Company), Shareholders must be registered with the Company or, in the case of Shareholders whose Shares are registered in the name of CDP, with CDP, in order to participate in such dividends, rights, allotments or other distributions. For the avoidance of doubt, in respect of New Shares to be issued and credited to the Securities Account of the Warrantholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice upon the exercise of the Warrants, the date of issue of the New Shares shall be the date on which such New Shares are credited to the relevant Securities Account.

4.6 Register of Warrantholders

The Warrant Agent will maintain the Warrant Register containing particulars of the Warrantholders, and such other information relating to the Warrants as the Company may require. The Warrant Register (and, with the approval of CDP, the Depository Register), may be closed during such periods when the Register of Transfers and/or Register of Members of the Company is deemed to be closed and during such periods as the Company may determine. Notice of each closure of the Warrant Register and (if applicable) the Depository Register will be given to the Warrantholders in accordance with Condition 12.

Where Warrants are held through the Depository, the registered holder of such Warrants in the Register shall be CDP.

Except as required by law or as ordered by a court of competent jurisdiction, the Company and the Warrant Agent shall be entitled to rely on the Warrant Register (where the registered holder of a Warrant is a person other than CDP) or the Depository Register (where CDP is the registered holder of a Warrant) or any statement or certificate issued by CDP to the Company or any Warrantholder (as made available to the Company and/or the Warrant Agent) to ascertain the identity of the Warrantholders, the number of Warrants to which any such Warrantholders are entitled, to give effect to the exercise of the subscription rights constituted by the Warrants and for all other purposes in connection with the Warrants (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any express notice to the Company or Warrant Agent or any other related matter).

4.7 Warrant Agent and Share Registrar

The name of the initial Warrant Agent and Share Registrar and their respective specified office are set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent or the Share Registrar and to appoint an additional or another Warrant Agent or Share Registrar, provided that it will at all times maintain a Warrant Agent having a specified office in Singapore so long as the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the specified offices of the Warrant Agent or the Share Registrar will be given to the Warrantholders in accordance with Condition 12.

Name of initial Warrant Agent : Tricor Barbinder Share Registration Services
and Share Registrar (a division of Tricor Singapore Pte Ltd)

Office of initial Warrant Agent : 80 Robinson Road, #11-02
and Share Registrar Singapore 068898

Except as required by law:-

- (a) the person in whose name a Warrant is registered (other than CDP); and
- (b) (where a Warrant is registered in the name of CDP) the Depositor for the time being appearing in the Depository Register maintained by CDP as having such Warrant credited to his Securities Account,

will be deemed and treated as the absolute owner of that Warrant (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any express notice to

the Company or Warrant Agent or any other related matter) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

5. Adjustments of Exercise Price and Number of Warrants

5.1 The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank (if applicable). The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:-

- (a) any consolidation or subdivision of the Shares;
- (b) an issue by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in *lieu* of cash or other dividend);
- (c) a Capital Distribution (as defined in Condition 5.2(c) below) made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);
- (d) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights; or
- (e) an issue (otherwise than pursuant to an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, requiring an adjustment under Condition 5.2(d), and other than an issue of Shares to Shareholders who elect to receive Shares in *lieu* of cash or other dividend) by the Company of Shares, if the Total Effective Consideration (as defined in Condition 5.2(e) below) for each Share is less than ninety per cent. (90%) of the Last Dealt Price for each Share (calculated as provided below).

5.2 Subject to these Conditions and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two (2) or more of Conditions 5.1(a) to 5.1(e) or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as an Approved Bank (if applicable) shall determine):-

- (a) If, and whenever, consolidation or subdivision of the Shares occurs, the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{A}{B} \times X$$

and the number of Warrants shall be adjusted in the following manner:

$$\text{Adjusted number of Warrants} = \frac{B}{A} \times W$$

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where:-

A = the aggregate number of issued and fully paid-up Shares immediately before such consolidation or subdivision;

B = the aggregate number of issued and fully paid-up Shares immediately after such consolidation or subdivision;

X = existing Exercise Price; and

W = existing number of Warrants held.

Such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation or subdivision becomes effective.

- (b) If, and whenever, the Company shall make any issue of Shares to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature), the Exercise Price and the number of Warrants shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{A}{A + B} \times X$$

$$\text{Adjusted number of Warrants} = \frac{A + B}{A} \times W$$

where:-

A = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders (other than an allotment of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature);

X = as in X above; and

W = as in W above.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue.

For the purpose of this Condition 5, “**record date**” in relation to the relevant transaction means the date as at the close of business (or such other time as may be notified by the Company) on which Shareholders must be registered as such to participate therein.

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(c) If, and whenever:-

- (i) the Company shall make a Capital Distribution (as defined below) to Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
- (ii) the Company shall make any offer or invitation to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights,

then the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{C - D}{C} \times X$$

and in respect of each case referred to in Condition 5.2(c)(ii) above, the number of Warrants held by each Warrantholder shall be adjusted in the following manner:-

$$\text{Adjusted number of Warrants} = \frac{C}{C - D} \times W$$

where:-

C = the Last Dealt Price on the Market Day immediately preceding the date on which the Capital Distribution, or any offer or invitation referred to in Condition 5.2(c)(ii) above, is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the Capital Distribution or as the case may be, of the offer or invitation;

D = (i) in the case of an offer or invitation to acquire or subscribe for Shares by way of rights under Condition 5.2(c)(ii) above, the value of the rights attributable to one (1) Share (as defined below); or (ii) in the case of any other transaction falling within Condition 5.2(c) above, the fair market value, as determined by an Approved Bank (if applicable), of that portion of the Capital Distribution or of the nil-paid rights attributable to one (1) Share;

X = as in X above; and

W = as in W above.

For the purposes of definition (i) of “D” above, the “**value of the rights attributable to one (1) Share**” shall be calculated in accordance with the formula:-

$$\frac{C - Z}{Q + 1}$$

where:-

C = as in C above;

Z = the subscription price for one (1) additional Share under the offer or invitation to acquire or subscribe for Shares;

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Q = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights; and

1 = one.

For the purposes of these Conditions, “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of Shares (not falling under Condition 5.2(b)) or other securities (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully or partly paid-up by way of capitalisation of profits or reserves. Any distribution out of profits or reserves shall not be deemed to be a Capital Distribution unless the profits or reserves are attributable to profits or gains arising from the sale of assets owned by the Company or any of its subsidiaries on or before the date of such distribution and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue pursuant to Condition 5.2(c)(i).

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for the above transactions for such issue pursuant to Condition 5.2(c)(ii).

For the purposes of this Condition 5.2, “**closing date**” shall mean the date by which acceptance of and payment for the Shares is to be made under the terms of such offer or invitation.

- (d) If, and whenever, the Company makes any allotment to its Shareholders as provided in Condition 5.2(b) and also makes any offer or invitation to its Shareholders as provided in Condition 5.2(c)(ii) and the record date for the purpose of the allotment is also the record date for the purpose of the offer or invitation, the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:-

$$\begin{array}{lcl} \text{New Exercise Price} & = & \frac{(I \times C) + (J \times Z)}{(I + J + B) \times C} \quad \times \quad X \\ \\ \text{Adjusted number of Warrants} & = & \frac{(I + J + B) \times C}{(I \times C) + (J \times Z)} \quad \times \quad W \end{array}$$

where:-

I = the aggregate number of issued and fully paid-up Shares on the record date;

C = as in C above;

J = the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights;

Z = as in Z above;

B = as in B above;

X = as in X above; and

W = as in W above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for such offer or invitation.

- (e) If, and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Conditions 5.2(c)(ii) or 5.2(d) and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend), the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than 90% of the Last Dealt Price on the SGX-ST on five (5) Market Days before the date on which the issue price of such Shares is determined, or, if such price is determined either before the close of business on the SGX-ST for that day or on a day which is not a Market Day, on the immediately preceding Market Day, the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{K + L}{K + M} \times X$$

where:-

K = the number of Shares in issue at the close of business on the SGX-ST on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;

L = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at such Last Dealt Price for the five (5) Market Days before the date on which the issue price of such Shares is determined (exclusive of expenses);

M = the aggregate number of Shares so issued; and

X = as in X above.

Each such adjustment will be effective (if appropriate, retroactively) from the close of business on the SGX-ST on the Market Day immediately preceding the date on which the issue is announced, or (failing any such announcement) immediately preceding the date on which the Company determines the offering price of such Shares.

For the purposes of Conditions 5.1(e) and 5.2(e), the “**Total Effective Consideration**” shall be the aggregate consideration receivable by the Company on payment in full for such Shares without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration for each Share**” shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

In the event any adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder is proposed or required to be made pursuant to these Conditions, the relevant party or parties, in exercising or making any discretion, consideration or determination (if applicable) shall, subject to any changes to, supplements, modifications and/or amendments of the accounting standards applicable to the Company from time to time, take into account or

have reference to the general principle and intent, which is based on accounting standards applicable to the Company as at the date of the Deed Poll, that such adjustment shall, to the extent possible or permitted, be made in such manner such that the per share value of such adjustment cannot exceed the per share value of the dilution to the Warrantholder's interest in the equity of the Company (based on the New Shares comprised in the unexercised Warrants held by such Warrantholder) which would otherwise result from the relevant transaction or event (as contemplated under the relevant Condition) giving rise to such adjustment.

5.3 Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price and the number of Warrants will be required in respect of:-

- (a) an issue by the Company of Shares or other securities convertible into rights to acquire or subscribe for Shares to officers, including Directors, or employees of the Company or any of its subsidiaries pursuant to any purchase or option scheme or performance share plan approved by the Shareholders in general meeting;
- (b) an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;
- (c) any issue by the Company of Shares pursuant to the exercise of any of the Warrants; or
- (d) any issue by the Company of securities convertible into Shares or rights to acquire or subscribe for Shares and the issue of Shares arising from the conversion or exercise of such securities or rights.

5.4 Any adjustment to the Exercise Price will be rounded upwards to the nearest half cent (S\$0.005) and in no event shall any adjustment (otherwise than upon the consolidation of Shares) involve an increase in the Exercise Price. No adjustments to the Exercise Price shall be made unless it is in accordance with Condition 5.2. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than one half of one cent or the amount by which the Exercise Price is adjusted is equal to or less than five per cent (5%) of the prevailing Exercise Price but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.

5.5 Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants held by each Warrantholder shall be made unless (i) it is in accordance with the formulae stated in Condition 5.2; and (ii) approval in-principle has been granted by the SGX-ST for the listing of and quotation for such additional Warrants as may be issued as a result of such adjustment and such additional Shares as may be issued on the exercise of any of such Warrants. If for any reason an event giving rise to an adjustment (the "**First Adjustment**") made to the Exercise Price or the number of Warrants held by each Warrantholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warrantholder shall be readjusted to the amount prevailing immediately prior to the First Adjustment with effect from such date and in such manner as an Approved Bank (if applicable) may consider appropriate.

5.6 Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 12 that the Exercise Price and/or the number of Warrants held by each Warrantholder has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, at all times thereafter so long as any of the Warrants remains

exercisable make available for inspection at its registered office for the time being, a copy of the certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, on request and at the expense of the Warrantholder, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificate(s) for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, at his address appearing in the Register or, in respect of Warrants registered in the name of CDP, to CDP provided that if additional Warrants are issued to each Warrantholder as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warrantholder is readjusted pursuant to Condition 5.5, such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner as an Approved Bank (if applicable) may consider appropriate.

Pursuant to Rule 830 of the Listing Manual of the SGX-ST, any adjustment to the Exercise Price and/or the number of Warrants in accordance with the provisions of this Condition 5 will also be announced by the Company through SGXNET.

- 5.7 If the Directors and the Approved Bank (if applicable) are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank acting as expert and not arbitrator and whose decision as to such adjustment shall be final and conclusive.
- 5.8 If the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire or subscribe for, Shares, the Company may appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank (if applicable) and the Directors shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants shall be adjusted accordingly.
- 5.9 Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued subject to and with the benefit of the Deed Poll and on such terms and conditions as the Directors may from time to time think fit, including but not limited to the terms and conditions as set out herein for the Warrants.
- 5.10 In giving any certificate or making any adjustment hereunder, the Approved Bank (if applicable) shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on the Company, the Warrantholders and all persons having an interest in the Warrants.
- 5.11 Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants other than in accordance with the provisions of this Condition 5, shall be subject to the approval of the SGX-ST and agreed to by the Company and the Approved Bank (if applicable).
- 5.12 Nothing shall prevent or restrict the buy-back of any class of shares in the Company pursuant to applicable law and the requirements of the SGX-ST. No approval or consent of the Warrantholders shall be required for such share buy-back. There shall be no adjustments to the Exercise Price and number of Warrants by reason of such share buy-back.

6. Winding-Up of the Company

If a resolution is passed for a members' voluntary winding-up of the Company then:-

- (a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warrantholders, or some person designated by them for such purpose by Extraordinary Resolution, the terms of such scheme of arrangement shall be binding on all the Warrantholders; and
- (b) in any other case, every Warrantholder shall be entitled, upon and subject to the Conditions, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with payment of the relevant Exercise Price and having duly complied with all other conditions set out in Conditions 4.1 and 4.2, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly. The Company shall give notice to the Warrantholders in accordance with Condition 12 of the passing of any such resolution within seven (7) Market Days after the passing thereof.

Subject to the foregoing, if the Company is wound-up for any other reason, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants shall cease to be valid for any purpose.

7. Further Issues

Subject to the Conditions, the Company shall be at liberty to issue Shares to Shareholders either for cash or as bonus distributions and further subscription rights upon such terms and conditions as the Company sees fit but the Warrantholders shall not have any participating rights in such issue unless otherwise resolved by the Company in general meeting or in the event of a take-over offer to acquire Shares.

8. Transfer of Warrants

- 8.1 Subject to the provisions contained herein, the Warrants shall be transferable in lots entitling the Warrantholders to subscribe for whole numbers of New Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a New Share or otherwise than as the sole or joint holder of the entirety of such New Share.
- 8.2 Subject to applicable law and other provisions of the Conditions, a Warrant which is not registered in the name of CDP may only be transferred in accordance with the following provisions of this Condition 8.2:-
 - (a) the relevant Warrantholder shall lodge, during normal business hours at the specified office of the Warrant Agent, the relevant Warrant Certificate(s) registered in the name of the Warrantholder together with an instrument of transfer in respect thereof (the "**Transfer Form**"), in the form approved by the Company, duly completed and signed by, or on behalf of, the Warrantholder and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided

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that the Company and the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP; and

- (b) the Transfer Form shall be accompanied by the registration fee of S\$2 (excluding any goods and services tax) for every Warrant Certificate to be transferred together with any stamp duty and goods and services tax (if any) specified by the Warrant Agent, such evidence as the Warrant Agent may require to determine and verify the due execution of the Transfer Form and payment of the expenses of, and submit, such documents as the Warrant Agent may require to effect delivery of the new Warrant Certificate(s) to be issued in the name of the transferee.
- 8.3 The Warrantholder specified in the Warrant Register or Depository (as the case may be) shall deemed to remain the Warrantholder of the Warrant until the name of the transferee is entered in the Warrant Register by the Warrant Agent or in the Depository Register by CDP (as the case may be).
- 8.4 If the Transfer Form has not been fully or correctly completed by the transferring Warrantholder or the full amount of the fees and expenses due to the Warrant Agent have not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the transferring Warrantholder, accompanied by written notice of the omission(s) or error(s) and requesting the transferring Warrantholder to complete and/or amend the Transfer Form and/or to make the requisite payment.
- 8.5 If the Transfer Form has been fully and correctly completed, the Warrant Agent shall, as agent for and on behalf of the Company:-
 - (a) register the person named in the Transfer Form as transferee in the Warrant Register as the registered holder of the Warrant in place of the transferring Warrantholder;
 - (b) cancel the Warrant Certificate(s) in the name of the transferring Warrantholder; and
 - (c) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the transferee.
- 8.6 The executors or administrators of a deceased registered Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders) or, if the registered holders of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one (1) or more of several joint holders, the survivor or survivors of such joint holders, shall be the only person(s) recognised by the Company and the Warrant Agent as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Company and the Warrant Agent such evidence as may be required by the Company and the Warrant Agent to prove their title, and on the completion of a Transfer Form and payment of the fees and expenses referred to in Conditions 8.2 above, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made. Conditions 8.4, 8.5 and 8.7 shall apply *mutatis mutandis* to any transfer of the Warrants by such persons.
- 8.7 With respect to Warrants registered in the name of CDP, any transfer of such Warrants shall be effected subject to and in accordance with these Conditions, applicable law and the rules of CDP as amended from time to time and where the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book entry.

9. Replacement of Warrant Certificates

If any Warrant Certificate is lost, stolen, destroyed, mutilated or defaced, it may, subject to applicable law and at the discretion of the Company, be replaced upon the request by the Warrantholder at the specified office of the Warrant Agent on payment of such costs as may be incurred in connection therewith, and on such terms as to evidence, indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Warrant Certificate(s) in respect of the Warrants is subsequently exercised, there will be paid to the Company on demand the market value of the Warrants at the time of the replacement thereof), advertisement, undertaking and otherwise as the Company and/or the Warrant Agent may reasonably require. Mutilated or defaced Warrant Certificates must be surrendered before replacements will be issued. The replacement Warrant Certificate will be issued to the registered holder of the Warrant Certificate replaced.

10. Warrant Agent not Acting for the Warrantholders

In acting under the Warrant Agency Agreement, the Warrant Agent is, subject to the terms therein, acting solely as agent for the Company for certain specified purposes, and does not assume any obligation or duty to or any relationship of agency or trust for the Warrantholders.

11. Meetings of Warrantholders and Modification

- 11.1 The Deed Poll contains provisions for convening meetings of the Warrantholders to consider any matter affecting their interests, including the sanctioning by extraordinary resolution ("**Extraordinary Resolution**") of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warrantholders holding not less than twenty per cent. (20%) of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing an Extraordinary Resolution shall be two (2) or more persons present being Warrantholders or proxies duly appointed by Warrantholders holding or representing over fifty per cent. (50%) of the Warrants for the time being unexercised. At any adjourned meeting, two (2) or more persons present being or representing Warrantholders or proxies duly appointed by the Warrantholders whatever the number of Warrants so held or represented shall form a quorum, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period), the necessary quorum for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing not less than seventy-five per cent. (75%) or, at any adjournment of such meeting, over fifty per cent. (50%), of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warrantholders shall be binding on all Warrantholders, whether or not they are present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgment, confer the right to attend or vote at, or join in convening, or be counted in the quorum for, any meeting of Warrantholders.

A resolution in writing signed by all the Warrantholders shall be deemed to be a resolution duly passed by the Warrantholders at a meeting of the Warrantholders duly convened.

- 11.2 The Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect:-
- (a) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in its opinion, is not materially prejudicial to the interests of the Warrantholders;

- (b) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in its opinion, is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law; and/or
- (c) any modification to the Warrants or the Deed Poll which, in its opinion, is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of New Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Mainboard of the SGX-ST.

Any such modification shall be binding on the Warrantholders and shall be notified to them in accordance with Condition 12 as soon as practicable thereafter.

- 11.3 Any amendments to the terms and/or conditions of the Warrants after the issue thereof must be subject to the approval of the SGX-ST (if required), except where the amendments are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

Pursuant to Rule 830 of the Listing Manual of the SGX-ST, any amendment to the terms and/or conditions of the Warrants after the issue thereof in accordance with the provisions of this Condition 11 will also be announced by the Company through SGXNET.

- 11.4 Notwithstanding any other provisions as set out in the Deed Poll, any material amendment to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders and prejudicial to the Shareholders must be approved by the Shareholders in general meeting, except where the amendment is made pursuant to the terms and conditions of the Warrants.

- 11.5 Save as provided by these Conditions, the Company shall not:-

- (a) extend the Exercise Period;
- (b) issue new warrants to replace the Warrants;
- (c) change the Exercise Price; or
- (d) change the exercise ratio of the Warrants.

12. Notices

- 12.1 All notices to Warrantholders will be valid if published in a leading daily English language newspaper of general circulation in Singapore. If at any time publication in such newspaper is not practicable, notices will be valid if published in such other manner as the Company, with the approval of the Warrant Agent, shall determine. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made.

- 12.2 The Company shall, not later than one (1) month before the Expiration Date, give notice to the Warrantholders in accordance with this Condition 12, of the Expiration Date and make an announcement of the same to the SGX-ST. The Company shall also, not later than one (1) month before the Expiration Date, take reasonable steps to notify the Warrantholders in writing of the Expiration Date and such notice shall be delivered by post to the addresses of the Warrantholders as recorded in the Warrant Register or, in the case of Warrantholders whose

Warrants are registered in the name of CDP, their addresses as shown in the records of CDP. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.

- 12.3 Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after notice of the Expiration Date has been given in accordance with these Conditions shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with this Condition 12. For the avoidance of doubt, neither the Company nor the Warrant Agent shall in any way be responsible or liable for any claims, proceedings, costs or expenses arising from the failure by the purchaser of the Warrants to be aware of or to receive such notification.

13. Stamp Duty on Exercise of Warrants

The Company shall pay all and any stamp duties and other similar taxes or duties payable in Singapore on or in connection with the initial distribution, and the initial issue, of the Warrant Certificates. Any other stamp duties, similar duties or taxes (if any) or other fees payable (including those payable to CDP) on or arising from the ownership, transfer or exercise of the Warrants, shall be for the account of, and payable by, the relevant Warrantholder.

14. Third Party Rights

Other than the Company, the Warrant Agent and Warrantholders, no person shall have any right to enforce any term or condition of the Warrants, the Deed Poll and these Conditions under the Contracts (Rights of Third Parties) Act 2001 of Singapore.

15. Governing Law

- 15.1 The Warrants and these Conditions are governed by, and shall be construed in accordance with, the laws of the Republic of Singapore.
- 15.2 The courts of Singapore are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Warrants and these Conditions and accordingly any legal action or proceedings arising out of or in connection with the Warrants and these Conditions ("**Proceedings**") may be brought in such courts. The Company irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

Notes:-

1. The attention of Warrantholders is drawn to Rule 14 of The Singapore Code on Take-overs and Mergers (the "**Code**") and Section 139 and 140 of the Securities and Futures Act 2001 of Singapore (the "**SFA**"), as amended from time to time. In general terms, these provisions regulate the acquisition of effective control of public companies. Warrantholders should consider the implications of these provisions before they exercise their respective Warrants. In particular, a Warrantholder should note that he may be under an obligation to extend a take-over offer of the Company if:-
 - (a) he acquires whether by exercise of the Warrants or otherwise, whether by a series of transactions over a period of time or not, Shares which (taken together with Shares held or acquired by persons acting in concert with him (the term "**acting in concert**" as used herein shall have the meaning ascribed thereto by the Code)) carry thirty per cent. (30%) or more of the voting rights of the Company; or

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- (b) he, together with persons acting in concert with him, holds not less than thirty per cent. (30%) but not more than fifty per cent. (50%) of the voting rights of the Company, and he, or any person acting in concert with him, acquires in any period of six (6) months additional Shares carrying more than one per cent. (1%) of the voting rights of the Company.
- 2. A Warrantholder who, after the exercise of his Warrants, holds not less than five per cent. (5%) of the total votes attached to all the voting shares in the Company, is under an obligation to notify the Company and the SGX-ST of his interest in the manner set out in Section 82 and Section 83 of the Act and Sections 135 and 136 of the SFA.

The following are the Terms and Conditions of the Management Warrants, substantially as they will appear on the reverse of each of the definitive security certificates evidencing the Management Warrants (if issued):

TERMS AND CONDITIONS OF THE WARRANTS

The warrants ("**Warrants**") to subscribe for new ordinary shares ("**New Shares**") in the capital of **PACIFIC RADIANCE LTD.** ("**Company**") form part of an issue of up to 23,033,431 Warrants to Pang Yoke Min (executive chairman of the Company), Pang Wei Meng (executive director of the Company) and Pang Wei Kuan, James (acting chief executive officer of the Company) (the "**PRL Key Management**") as at a books closure date to be determined by the Directors of the Company ("**Books Closure Date**").

Each Warrant carries the right to subscribe for one (1) New Share at the exercise price of S\$0.06 for each New Share, on the basis of 47 Warrants for every 100 ordinary shares in the capital of the Company held by the PRL Key Management as at the Books Closure Date, fractional entitlements being disregarded.

The Warrants are subject to and have the benefit of a deed poll dated 18 August 2022 made by the Company (the "**Deed Poll**"). The issue of the Warrants was authorised by resolutions of the Board of Directors of the Company and will be issued pursuant to a shareholders' resolution passed at the extraordinary general meeting of the Company held on 23 February 2022.

The statements in these terms and conditions of the Warrants ("**Conditions**") include summaries of, and are subject to, the detailed provisions of the Deed Poll. Copies of the Deed Poll are available for inspection at the registered office for the time being of the Company and at the specified office for the time being of the warrant agent referred to in Condition 4.7 ("**Warrant Agent**") and the holders of the Warrants ("**Warrantholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Deed Poll.

1. Definitions

For the purposes of these Conditions, unless otherwise stated or the context otherwise requires, terms defined in the Deed Poll shall have the same meanings when used in these Conditions. In addition:-

"**Act**" means the Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time.

"**Approved Bank**" means any bank or merchant bank in Singapore of international repute and selected by the Directors.

"**Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks in Singapore, the SGX-ST, CDP and the Warrant Agent are open for business.

"**CDP**" means The Central Depository (Pte) Limited.

"**CPF**" means the Central Provident Fund.

"**CPF Act**" means the Central Provident Fund Act 1953 of Singapore, as may be amended, modified or supplemented from time to time.

"**CPF Approved Bank**" means any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations.

“CPF Board” means the board of the CPF established pursuant to the CPF Act.

“CPF Investment Account” means an account opened by a member of CPF with a CPF Approved Bank from which money may be withdrawn for, *inter alia*, payment of the Exercise Price arising from the exercise of each Warrant.

“CPF Regulations” means the Central Provident Fund (Investment Schemes) Regulations, as may be amended, modified or supplemented from time to time.

“Depositor”, “Depository Agent” and “Depository Register” shall have the respective meanings ascribed to them in Section 81SF of the Securities and Futures Act 2001 of Singapore.

“Directors” mean the Directors for the time being of the Company.

“Exercise Date” means, in relation to the exercise of a Warrant, the Business Day (falling within the Exercise Period), on which the applicable conditions referred to in Condition 4.1 are fulfilled, or (if fulfilled on different days) on which the last of such conditions is fulfilled, provided that if any such day falls during a period when the Warrant Register is closed, then the **“Exercise Date”** shall be the next Business Day on which the Warrant Register is open.

“Exercise Notice” means a notice (for the time being current and as the same may be modified or amended from time to time) for the exercise of the Warrants, copies of which may be obtained from the Warrant Agent.

“Exercise Period” means the period during which the Warrants may be exercised, commencing on the Warrants Issue Date and expiring at 5:00 p.m. on the Expiration Date, but excluding the Lock-Up Period and such period(s) during which the Warrant Register may be closed pursuant to Condition 4.6.

“Exercise Price” means, in respect of each Warrant, S\$0.06 for each New Share, subject to adjustment in accordance with Condition 5.

“Expiration Date” means the date falling five (5) years after the date of issue of the Warrants, provided that if such date falls on a day on which the Warrant Register is closed or which is not a Market Day, then the Market Day immediately preceding such date (as the case may be) shall be the Expiration Date.

“Extraordinary Resolution” has the meaning ascribed to it in Condition 11.1.

“First Adjustment” has the meaning ascribed to it in Condition 5.5.

“Last Dealt Price” means, in relation to a Share on a relevant Market Day, the last dealt price per Share for one (1) or more board lots of Shares on that Market Day on which there is trading of the Shares on the SGX-ST.

“Lock-Up Period” means the period commencing on the date of issue of the Warrants and ending on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, or the date that all the Perpetual Securities have been redeemed by the Company, whichever is earlier.

“Market Day” means a day on which the SGX-ST is open for trading in securities in Singapore.

“Noteholders” means the holders of the S\$100,000,000 4.30 per cent. Notes due 2020 comprised in Series 001 (ISIN: SG6SF2000004) issued by the Company.

“Perpetual Securities” means S\$3,000,000 in principal amount of non-listed and non-cumulative perpetual securities to be issued by the Company in denominations of S\$7,500 each free to the Noteholders.

“Proceedings” has the meaning ascribed to it in Condition 15.2.

“SGX-ST” means the Singapore Exchange Securities Trading Limited.

“Securities Account” means a securities account maintained by a Depositor with CDP but does not include a securities sub-account.

“Special Account” means the account maintained by the Company with a bank in Singapore for the purpose of crediting monies paid by exercising Warrantholders in satisfaction of the Exercise Price in relation to the Warrants exercised by such exercising Warrantholders.

“Transfer Form” has the meaning ascribed to it in Condition 8.2

“Warrant Agency Agreement” means the Warrant Agency Agreement dated on or around 18 August 2022 between (1) the Company, (2) the Warrant Agent and (3) the Share Registrar appointing, *inter alia*, the Warrant Agent, as the same may be modified from time to time by the parties thereto, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment.

“Warrant Register” means the register of Warrantholders to be maintained by the Warrant Agent pursuant to Condition 4.6.

“Warrantholders” means the registered holders of the Warrants, except that where the registered holder is CDP, the term **“Warrantholders”** shall, in relation to such Warrants registered in the name of the Depository and where the context admits, include the persons named as Depositors in the Depository Register maintained by the CDP whose Securities Accounts are credited with those Warrants, provided that for the purposes of Schedule 2 of the Deed Poll relating to meetings of Warrantholders, such Warrantholders shall mean those persons named as Depositors in the Depository Register maintained by CDP having Warrants credited to their Securities Accounts as shown in the records of CDP as at a time not earlier than 72 hours prior to the time of a meeting of Warrantholders supplied by CDP to the Company. The word **“holder”** or **“holders”** in relation to Warrants shall (where appropriate) be construed accordingly.

“Warrants Issue Date” means the date of issuance of the Warrants.

2. Form and Title

2.1 The Warrants are issued in registered form. Title to the Warrants will be transferable in accordance with Condition 8. The Warrant Agent will maintain the Warrant Register on behalf of the Company and except as may be ordered by a court of competent jurisdiction or as may be required by law:-

- (a) the registered holder of Warrants (other than CDP); and
- (b) (where the registered holder of Warrants is CDP) each Depositor for the time being appearing in the Depository Register maintained by CDP as having Warrants credited to its Securities Account(s),

will be deemed to be and be treated as the absolute owner thereof (whether or not the Company shall be in default in respect of the Warrants or its covenants contained in the Deed Poll or these Conditions and notwithstanding any notice of ownership or writing hereon or notice of any previous loss, theft or forgery of the relevant Warrant Certificate, or any irregularity or error in the records of CDP or any express notice to the Company or Warrant Agent or any other related matters) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

- 2.2 The executors and/or administrators of a deceased Warrantholder shall be the only persons recognised by the Company and the Warrant Agent as having title to Warrants registered in the name of a deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be reasonably required by the Warrant Agent to prove their title and on the payment of such fees and expenses referred to in Condition 8, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made.
- 2.3 If two (2) or more persons are entered into the Warrant Register or (as the case may be) the records maintained by CDP, as joint holders of any Warrant, they shall be deemed to hold the same as joint tenants with the benefit of survivorship subject to the following provisions:-
- (a) the Company shall not be bound to register more than two (2) persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or trustees of a deceased Warrantholder;
 - (b) joint holders of any Warrant whose names are entered into the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be treated as one (1) Warrantholder;
 - (c) the Company shall not be bound to issue more than one (1) Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Warrant Register shall be sufficient delivery to all; and
 - (d) the joint holders of any Warrant whose names are entered into the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant or the exercise of such Warrant.

3. Exercise Rights

- 3.1 Each Warrantholder shall have the right, by way of exercise of a Warrant, at any time during normal business hours on any Business Day during the Exercise Period in the manner set out in Condition 4 and otherwise on the terms and subject to these Conditions, to subscribe for one (1) New Share at the Exercise Price, subject to adjustments in accordance with Condition 5, on the Exercise Date applicable to such Warrant. No fraction of a Share shall be allotted. For the avoidance of doubt, the Warrants may only be exercised upon the expiry of the Lock-Up Period.
- 3.2 At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 4 will lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Expiration Date.
- 3.3 Any Warrant in respect of which the Exercise Notice shall not have been duly completed and delivered in the manner set out below under Condition 4 to the Warrant Agent on or before 5.00 p.m. on the Expiration Date shall be rendered void.

4. Procedure for Exercise of Warrants**4.1 Lodgment Conditions**

4.1.1 In order to exercise one (1) or more Warrants, a Warrantholder must, before 3.00 p.m. on any Business Day prior to the Expiration Date and before 5.00 p.m. on the Expiration Date, fulfil all the following conditions:-

- (a) lodgment of the relevant Warrant Certificate registered in the name of the exercising Warrantholder or CDP (as the case may be) for exercise at the specified office for the time being of the Warrant Agent together with the Exercise Notice (copies of which may be obtained from the Warrant Agent or the Company) in respect of the Warrants represented thereby, duly completed and signed by or on behalf of the exercising Warrantholder and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided always that the Warrant Agent may dispense with the production of the Global Warrant Certificate where such Warrants being exercised are registered in the name of CDP;
- (b) the furnishing of such evidence (if any) as the Warrant Agent may require to determine the due execution of the Exercise Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise to ensure the due exercise of the Warrants;
- (c) pay or satisfy the Exercise Price in accordance with the provisions of Condition 4.2 below;
- (d) pay a deposit or other fees for the time being chargeable by, and payable to, CDP (if any) or any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrants as the Warrant Agent may require; and
- (e) if applicable, pay any fees for certificates for the New Shares to be issued, the submission of any necessary documents required in order to effect, and pay the expenses of, the registration of the New Shares in the name of the exercising Warrantholder or CDP (as the case may be) and the delivery of certificates for the New Shares upon exercise of the relevant Warrants to the place specified by the exercising Warrantholder in the Exercise Notice or to CDP (as the case may be).

4.1.2 Any exercise by a Warrantholder in respect of Warrants registered in the name of CDP shall be further conditional on that number of Warrants so exercised being credited to the “Free Balance” of the Securities Account(s) of the exercising Warrantholder and remaining so credited until the relevant Exercise Date and on the exercising Warrantholder electing in the Exercise Notice to have the delivery of the New Shares arising from the exercise of the relevant Warrants to be effected by crediting such New Shares to the Securities Account(s) of the exercising Warrantholder, or, in the case where funds standing to the credit of a CPF Investment Account are to be used for the payment of the Exercise Price arising from the exercise of each Warrant, by crediting such New Shares to the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which the Exercise Notice shall be void and all rights of the exercising Warrantholder and of any other person thereunder shall cease.

4.1.3 An Exercise Notice which does not comply with the conditions above shall be void for all purposes. Warrantholders whose Warrants are registered in the name of CDP irrevocably authorise the Company and the Warrant Agent to obtain from CDP and to rely upon such information and documents as the Company or the Warrant Agent deems necessary to satisfy itself that all the above-mentioned conditions have been fulfilled and such other information as

the Company or the Warrant Agent may require in accordance with these Conditions and the Deed Poll and to take such steps as may be required by CDP (including the steps set out in CDP's "Guidelines to the Procedures for Exercise of Warrants/TSR (Warrants)" as amended from time to time) in connection with the operation of the Securities Account of any Warrantholder provided that the Company and the Warrant Agent shall not be liable in any way whatsoever for any loss or damage incurred or suffered by the Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the records of and information supplied by CDP.

- 4.1.4 Once all the conditions in this Clause 4.1 (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), Exercise Notice and any monies tendered in or towards payment of the Exercise Price in accordance with Condition 4.2 below may not be withdrawn without the consent in writing of the Company.

4.2 Payment of the Exercise Price

Payment of the Exercise Price shall be made:-

- (a) to the specified office of the Warrant Agent by way of a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore, and/or by debiting the CPF Investment Account with the CPF Approved Bank as specified in the Exercise Notice, for the credit of the Special Account for the full amount of the Exercise Price payable in respect of the Warrants exercised, provided that any such remittance shall be accompanied by the delivery to the Warrant Agent of the payment advice referred to in Condition 4.2(b) and shall comply with any exchange control or other statutory requirements for the time being applicable; and
- (b) free of any foreign exchange commissions, remittance charges or any other deductions and shall be accompanied by a payment advice containing:-
 - (i) the name of the exercising Warrantholder;
 - (ii) the number of Warrants exercised; and
 - (iii) the certificate numbers of the relevant Warrant Certificates or, if the relevant Warrant Certificates are registered in the name of CDP, the Securities Account(s) of the exercising Warrantholder which is to be debited with the Warrants being exercised.

If the payment of the Exercise Price fails to comply with the foregoing provisions, the Warrant Agent may, at its absolute discretion and without liability on behalf of itself or the Company, refuse to recognise the relevant payment as relating to the exercise of any particular Warrant, and the exercise of the relevant Warrants may accordingly be delayed or treated as invalid. If the relevant payment received by the Warrant Agent in respect of an exercising Warrantholder's purported payment of the Exercise Price relating to all the relevant Warrants lodged with the Warrant Agent is less than the full amount of such Exercise Price, the Warrant Agent shall not treat the relevant payment so received or any part thereof as payment of the Exercise Price or any part thereof and, accordingly, the whole of such relevant payment shall remain in the Special Account (subject to Condition 4.4 below) unless and until a further payment is made in accordance with the requirements set out above in this Condition 4.2 in an amount sufficient to cover the deficiency. Neither the Company nor the Warrant Agent shall be held responsible for any loss arising from the retention of any such payment by the Company or the Warrant Agent.

Payment of the Exercise Price received by the Warrant Agent will be deposited by the Warrant Agent to the Special Account in accordance with the Warrant Agency Agreement in payment for the New Shares to be delivered in consequence of the exercise of such Warrants.

4.3 Exercise Date

A Warrant shall be treated as exercised on the Exercise Date relating to that Warrant.

4.4 Special Account

Payment of the Exercise Price received by the Warrant Agent shall be deposited to the Special Account after the Exercise Date relating to the relevant Warrants in payment for the New Shares to be delivered in consequence of the exercise of such Warrants. The relevant Warrant Certificate(s) shall be cancelled on the Exercise Date except that, in relation to the Global Warrant Certificate(s) in the name of CDP, the number of Warrants represented by the Global Warrant Certificate(s) registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised. The original Global Warrant Certificate(s) shall be cancelled and replaced with new Global Warrant Certificate(s) representing the Warrants that are held through CDP which remain unexercised, as soon as possible after receipt by the Warrant Agent from CDP of the original Global Warrant Certificate(s), accompanied by instructions from CDP as to the cancellation of such original Global Warrant Certificate(s) in *lieu* of the new Global Warrant Certificate(s).

If such payment is made to the Warrant Agent and such payment is not recognised by the Warrant Agent as relating to the exercise of the relevant Warrants or the relevant payment is less than the full amount of the Exercise Price, or the conditions set out in Condition 4.1 have not then all been fulfilled in relation to the exercise of such Warrants, such payment will remain in the Special Account pending recognition of such payment or full payment or, fulfilment of the lodgment conditions, as the case may be, but on whichever is the earlier of (i) the 14th day after receipt of such Exercise Notice by the Warrant Agent and (ii) the Expiration Date, such payment will (if the Exercise Date in respect of such Warrant(s) has not by then occurred) be returned, without interest, to the person who remitted such payment. The Warrant Agent will, if it is possible to relate the payment so returned to any Warrant Certificates (if applicable) and the relevant Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice together with such payment, after receipt of the same from the Company, to the exercising Warrantholder at the risk and expense of such Warrantholder. The Company will, upon receipt of notification from the Warrant Agent of any unsuccessful exercise of Warrants, forward such payment to the Warrant Agent for it to be returned to the exercising Warrantholder. The Company will be entitled to deduct or otherwise recover any applicable handling charges and out-of-pocket expenses of the Warrant Agent. So long as any particular payment remains credited to the Special Account and the relevant Exercise Date has not occurred, it (but excluding any interest accrued thereon) will continue to belong to the exercising Warrantholder but it may only be withdrawn within the abovementioned 14 day period with the consent in writing of the Company.

4.5 Allotment of Shares and Issue of Balancing Warrant Certificates

A Warrantholder exercising Warrants which are registered in the name of CDP must elect in the Exercise Notice to have the delivery of New Shares arising from the exercise of such Warrants to be effected by crediting such New Shares to the Securities Account of such Warrantholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice. A Warrantholder exercising Warrants registered in his own name may elect in the Exercise Notice to either receive physical share certificates in respect of the New Shares arising from the exercise of such Warrants or to have the delivery of such New Shares effected by crediting such New Shares to his Securities Account, or, as the case may

be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice (in which case, such Warrantholder shall also duly complete and deliver to the Warrant Agent such forms as may be required by CDP), failing which such exercising Warrantholder shall be deemed to have elected to receive physical share certificates in respect of such New Shares at his address specified in the Warrant Register.

The Company shall allot and issue the New Shares arising from the exercise of the relevant Warrants by a Warrantholder in accordance with the instructions of such Warrantholder as set out in the Exercise Notice and:-

- (a) where such Warrantholder has (or is deemed to have) elected in the Exercise Notice to receive physical share certificates in respect of the New Shares arising from the exercise of the relevant Warrants, the Company shall despatch, as soon as practicable but in any event not later than five (5) Business Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice and at the risk of such Warrantholder, the certificates relating to such New Shares registered in the name of such Warrantholder; and
- (b) where such Warrantholder has elected in the Exercise Notice to have the delivery of New Shares arising from the exercise of the relevant Warrants to be effected by the crediting of the Securities Account of such Warrantholder as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, the Company shall despatch, as soon as practicable but not later than five (5) Business Days after the relevant Exercise Date, the certificates relating to such New Shares in the name of, and to, CDP for the credit of the Securities Account of such Warrantholder as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice.

Where a Warrantholder exercises part only (but not all) of the subscription rights represented by Warrants registered in his name, the Company shall despatch a balancing Warrant Certificate in the name of the exercising Warrantholder in respect of any Warrants remaining unexercised by ordinary post to the address specified in the relevant Exercise Notice (or failing which, to his address specified in the Warrant Register) and at the risk of that Warrantholder at the same time as it delivers, in accordance with the relevant Exercise Notice, the share certificate(s) relating to the New Shares arising upon exercise of such Warrants.

Where the Warrantholder exercises part only (and not all) of the subscription rights represented by the Warrants registered in the name of CDP, the number of Warrants represented by the Global Warrant Certificate(s) registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.

The New Shares will rank for any dividends, rights, allotments or other distributions, the record date for which shall fall on or after the date of issue of the New Shares. Subject as aforesaid, the New Shares shall rank *pari passu* in all other respects with the then existing Shares. For the purpose of this Condition 4.5, "**record date**" means, in relation to any dividends, rights, allotments or other distributions, the date on which, as at the close of business (or such other time in accordance with market practice as may have been notified in writing by the Company), Shareholders must be registered with the Company or, in the case of Shareholders whose Shares are registered in the name of CDP, with CDP, in order to participate in such dividends, rights, allotments or other distributions. For the avoidance of doubt, in respect of New Shares to be issued and credited to the Securities Account of the Warrantholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice upon the exercise of the Warrants, the date of issue of the New Shares shall be the date on which such New Shares are credited to the relevant Securities Account.

4.6 Register of Warrantholders

The Warrant Agent will maintain the Warrant Register containing particulars of the Warrantholders, and such other information relating to the Warrants as the Company may require. The Warrant Register (and, with the approval of CDP, the Depository Register), may be closed during such periods when the Register of Transfers and/or Register of Members of the Company is deemed to be closed and during such periods as the Company may determine. Notice of each closure of the Warrant Register and (if applicable) the Depository Register will be given to the Warrantholders in accordance with Condition 12.

Where Warrants are held through the Depository, the registered holder of such Warrants in the Register shall be CDP.

Except as required by law or as ordered by a court of competent jurisdiction, the Company and the Warrant Agent shall be entitled to rely on the Warrant Register (where the registered holder of a Warrant is a person other than CDP) or the Depository Register (where CDP is the registered holder of a Warrant) or any statement or certificate issued by CDP to the Company or any Warrantholder (as made available to the Company and/or the Warrant Agent) to ascertain the identity of the Warrantholders, the number of Warrants to which any such Warrantholders are entitled, to give effect to the exercise of the subscription rights constituted by the Warrants and for all other purposes in connection with the Warrants (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any express notice to the Company or Warrant Agent or any other related matter).

4.7 Warrant Agent and Share Registrar

The name of the initial Warrant Agent and Share Registrar and their respective specified office are set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent or the Share Registrar and to appoint an additional or another Warrant Agent or Share Registrar, provided that it will at all times maintain a Warrant Agent having a specified office in Singapore so long as the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the specified offices of the Warrant Agent or the Share Registrar will be given to the Warrantholders in accordance with Condition 12.

Name of initial Warrant Agent : Tricor Barbinder Share Registration Services
and Share Registrar (a division of Tricor Singapore Pte Ltd)

Office of initial Warrant Agent : 80 Robinson Road, #11-02
and Share Registrar Singapore 068898

Except as required by law:-

- (a) the person in whose name a Warrant is registered (other than CDP); and
- (b) (where a Warrant is registered in the name of CDP) the Depositor for the time being appearing in the Depository Register maintained by CDP as having such Warrant credited to his Securities Account,

will be deemed and treated as the absolute owner of that Warrant (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any express notice to

the Company or Warrant Agent or any other related matter) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

5. Adjustments of Exercise Price and Number of Warrants

5.1 The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank (if applicable). The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:-

- (a) any consolidation or subdivision of the Shares;
- (b) an issue by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in *lieu* of cash or other dividend);
- (c) a Capital Distribution (as defined in Condition 5.2(c) below) made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);
- (d) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights; or
- (e) an issue (otherwise than pursuant to an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, requiring an adjustment under Condition 5.2(d), and other than an issue of Shares to Shareholders who elect to receive Shares in *lieu* of cash or other dividend) by the Company of Shares, if the Total Effective Consideration (as defined in Condition 5.2(e) below) for each Share is less than ninety per cent. (90%) of the Last Dealt Price for each Share (calculated as provided below).

5.2 Subject to these Conditions and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two (2) or more of Conditions 5.1(a) to 5.1(e) or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as an Approved Bank (if applicable) shall determine):-

- (a) If, and whenever, consolidation or subdivision of the Shares occurs, the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{A}{B} \times X$$

and the number of Warrants shall be adjusted in the following manner:

$$\text{Adjusted number of Warrants} = \frac{B}{A} \times W$$

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where:-

A = the aggregate number of issued and fully paid-up Shares immediately before such consolidation or subdivision;

B = the aggregate number of issued and fully paid-up Shares immediately after such consolidation or subdivision;

X = existing Exercise Price; and

W = existing number of Warrants held.

Such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation or subdivision becomes effective.

- (b) If, and whenever, the Company shall make any issue of Shares to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature), the Exercise Price and the number of Warrants shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{A}{A + B} \times X$$

$$\text{Adjusted number of Warrants} = \frac{A + B}{A} \times W$$

where:-

A = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders (other than an allotment of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature);

X = as in X above; and

W = as in W above.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue.

For the purpose of this Condition 5, “**record date**” in relation to the relevant transaction means the date as at the close of business (or such other time as may be notified by the Company) on which Shareholders must be registered as such to participate therein.

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(c) If, and whenever:-

- (i) the Company shall make a Capital Distribution (as defined below) to Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
- (ii) the Company shall make any offer or invitation to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights,

then the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{C - D}{C} \times X$$

and in respect of each case referred to in Condition 5.2(c)(ii) above, the number of Warrants held by each Warrantholder shall be adjusted in the following manner:-

$$\text{Adjusted number of Warrants} = \frac{C}{C - D} \times W$$

where:-

C = the Last Dealt Price on the Market Day immediately preceding the date on which the Capital Distribution, or any offer or invitation referred to in Condition 5.2(c)(ii) above, is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the Capital Distribution or as the case may be, of the offer or invitation;

D = (i) in the case of an offer or invitation to acquire or subscribe for Shares by way of rights under Condition 5.2(c)(ii) above, the value of the rights attributable to one (1) Share (as defined below); or (ii) in the case of any other transaction falling within Condition 5.2(c) above, the fair market value, as determined by an Approved Bank (if applicable), of that portion of the Capital Distribution or of the nil-paid rights attributable to one (1) Share;

X = as in X above; and

W = as in W above.

For the purposes of definition (i) of “D” above, the “**value of the rights attributable to one (1) Share**” shall be calculated in accordance with the formula:-

$$\frac{C - Z}{Q + 1}$$

where:-

C = as in C above;

Z = the subscription price for one (1) additional Share under the offer or invitation to acquire or subscribe for Shares;

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Q = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights; and

1 = one.

For the purposes of these Conditions, “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of Shares (not falling under Condition 5.2(b)) or other securities (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully or partly paid-up by way of capitalisation of profits or reserves. Any distribution out of profits or reserves shall not be deemed to be a Capital Distribution unless the profits or reserves are attributable to profits or gains arising from the sale of assets owned by the Company or any of its subsidiaries on or before the date of such distribution and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue pursuant to Condition 5.2(c)(i).

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for the above transactions for such issue pursuant to Condition 5.2(c)(ii).

For the purposes of this Condition 5.2, “**closing date**” shall mean the date by which acceptance of and payment for the Shares is to be made under the terms of such offer or invitation.

- (d) If, and whenever, the Company makes any allotment to its Shareholders as provided in Condition 5.2(b) and also makes any offer or invitation to its Shareholders as provided in Condition 5.2(c)(ii) and the record date for the purpose of the allotment is also the record date for the purpose of the offer or invitation, the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:-

$$\begin{array}{lcl} \text{New Exercise Price} & = & \frac{(I \times C) + (J \times Z)}{(I + J + B) \times C} \quad \times \quad X \\ \\ \text{Adjusted number of Warrants} & = & \frac{(I + J + B) \times C}{(I \times C) + (J \times Z)} \quad \times \quad W \end{array}$$

where:-

I = the aggregate number of issued and fully paid-up Shares on the record date;

C = as in C above;

J = the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights;

Z = as in Z above;

B = as in B above;

X = as in X above; and

W = as in W above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for such offer or invitation.

- (e) If, and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Conditions 5.2(c)(ii) or 5.2(d) and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend), the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than 90% of the Last Dealt Price on the SGX-ST on five (5) Market Days before the date on which the issue price of such Shares is determined, or, if such price is determined either before the close of business on the SGX-ST for that day or on a day which is not a Market Day, on the immediately preceding Market Day, the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{K + L}{K + M} \times X$$

where:-

K = the number of Shares in issue at the close of business on the SGX-ST on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;

L = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at such Last Dealt Price for the five (5) Market Days before the date on which the issue price of such Shares is determined (exclusive of expenses);

M = the aggregate number of Shares so issued; and

X = as in X above.

Each such adjustment will be effective (if appropriate, retroactively) from the close of business on the SGX-ST on the Market Day immediately preceding the date on which the issue is announced, or (failing any such announcement) immediately preceding the date on which the Company determines the offering price of such Shares.

For the purposes of Conditions 5.1(e) and 5.2(e), the “**Total Effective Consideration**” shall be the aggregate consideration receivable by the Company on payment in full for such Shares without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration for each Share**” shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

In the event any adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder is proposed or required to be made pursuant to these Conditions, the relevant party or parties, in exercising or making any discretion, consideration or determination (if applicable) shall, subject to any changes to, supplements, modifications and/or amendments of the accounting standards applicable to the Company from time to time, take into account or

have reference to the general principle and intent, which is based on accounting standards applicable to the Company as at the date of the Deed Poll, that such adjustment shall, to the extent possible or permitted, be made in such manner such that the per share value of such adjustment cannot exceed the per share value of the dilution to the Warrantholder's interest in the equity of the Company (based on the New Shares comprised in the unexercised Warrants held by such Warrantholder) which would otherwise result from the relevant transaction or event (as contemplated under the relevant Condition) giving rise to such adjustment.

- 5.3 Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price and the number of Warrants will be required in respect of:-
- (a) an issue by the Company of Shares or other securities convertible into rights to acquire or subscribe for Shares to officers, including Directors, or employees of the Company or any of its subsidiaries pursuant to any purchase or option scheme or performance share plan approved by the Shareholders in general meeting;
 - (b) an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;
 - (c) any issue by the Company of Shares pursuant to the exercise of any of the Warrants; or
 - (d) any issue by the Company of securities convertible into Shares or rights to acquire or subscribe for Shares and the issue of Shares arising from the conversion or exercise of such securities or rights.
- 5.4 Any adjustment to the Exercise Price will be rounded upwards to the nearest half cent (S\$0.005) and in no event shall any adjustment (otherwise than upon the consolidation of Shares) involve an increase in the Exercise Price. No adjustments to the Exercise Price shall be made unless it is in accordance with Condition 5.2. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than one half of one cent or the amount by which the Exercise Price is adjusted is equal to or less than five per cent (5%) of the prevailing Exercise Price but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.
- 5.5 Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants held by each Warrantholder shall be made unless (i) it is in accordance with the formulae stated in Condition 5.2; and (ii) approval in-principle has been granted by the SGX-ST for the listing of and quotation for such additional Shares as may be issued on the exercise of any of such Warrants. If for any reason an event giving rise to an adjustment (the "**First Adjustment**") made to the Exercise Price or the number of Warrants held by each Warrantholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warrantholder shall be readjusted to the amount prevailing immediately prior to the First Adjustment with effect from such date and in such manner as an Approved Bank (if applicable) may consider appropriate.
- 5.6 Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 12 that the Exercise Price and/or the number of Warrants held by each Warrantholder has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, at all times thereafter so long as any of the Warrants remains exercisable make available for inspection at its registered office for the time being, a copy of

the certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, on request and at the expense of the Warrantholder, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificate(s) for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, at his address appearing in the Register or, in respect of Warrants registered in the name of CDP, to CDP provided that if additional Warrants are issued to each Warrantholder as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warrantholder is readjusted pursuant to Condition 5.5, such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner as an Approved Bank (if applicable) may consider appropriate.

Pursuant to Rule 830 of the Listing Manual of the SGX-ST, any adjustment to the Exercise Price and/or the number of Warrants in accordance with the provisions of this Condition 5 will also be announced by the Company through SGXNET.

- 5.7 If the Directors and the Approved Bank (if applicable) are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank acting as expert and not arbitrator and whose decision as to such adjustment shall be final and conclusive.
- 5.8 If the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire or subscribe for, Shares, the Company may appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank (if applicable) and the Directors shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants shall be adjusted accordingly.
- 5.9 Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued subject to and with the benefit of the Deed Poll and on such terms and conditions as the Directors may from time to time think fit, including but not limited to the terms and conditions as set out herein for the Warrants.
- 5.10 In giving any certificate or making any adjustment hereunder, the Approved Bank (if applicable) shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on the Company, the Warrantholders and all persons having an interest in the Warrants.
- 5.11 Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants other than in accordance with the provisions of this Condition 5, shall be subject to the approval of the SGX-ST and agreed to by the Company and the Approved Bank (if applicable).
- 5.12 Nothing shall prevent or restrict the buy-back of any class of shares in the Company pursuant to applicable law and the requirements of the SGX-ST. No approval or consent of the Warrantholders shall be required for such share buy-back. There shall be no adjustments to the Exercise Price and number of Warrants by reason of such share buy-back.

6. Winding-Up of the Company

If a resolution is passed for a members' voluntary winding-up of the Company then:-

- (a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warrantheolders, or some person designated by them for such purpose by Extraordinary Resolution, the terms of such scheme of arrangement shall be binding on all the Warrantheolders; and
- (b) in any other case, every Warrantheolder shall be entitled, upon and subject to the Conditions, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with payment of the relevant Exercise Price and having duly complied with all other conditions set out in Conditions 4.1 and 4.2, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly. The Company shall give notice to the Warrantheolders in accordance with Condition 12 of the passing of any such resolution within seven (7) Market Days after the passing thereof.

Subject to the foregoing, if the Company is wound-up for any other reason, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants shall cease to be valid for any purpose.

7. Further Issues

Subject to the Conditions, the Company shall be at liberty to issue Shares to Shareholders either for cash or as bonus distributions and further subscription rights upon such terms and conditions as the Company sees fit but the Warrantheolders shall not have any participating rights in such issue unless otherwise resolved by the Company in general meeting or in the event of a take-over offer to acquire Shares.

8. Transfer of Warrants

- 8.1 Subject to the provisions contained herein, the Warrants shall be transferable in lots entitling the Warrantheolders to subscribe for whole numbers of New Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a New Share or otherwise than as the sole or joint holder of the entirety of such New Share.
- 8.2 Subject to applicable law and other provisions of the Conditions, a Warrant which is not registered in the name of CDP may only be transferred in accordance with the following provisions of this Condition 8.2:-
 - (a) the relevant Warrantheolder shall lodge, during normal business hours at the specified office of the Warrant Agent, the relevant Warrant Certificate(s) registered in the name of the Warrantheolder together with an instrument of transfer in respect thereof (the "**Transfer Form**"), in the form approved by the Company, duly completed and signed by, or on behalf of, the Warrantheolder and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided

that the Company and the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP; and

- (b) the Transfer Form shall be accompanied by the registration fee of S\$2 (excluding any goods and services tax) for every Warrant Certificate to be transferred together with any stamp duty and goods and services tax (if any) specified by the Warrant Agent, such evidence as the Warrant Agent may require to determine and verify the due execution of the Transfer Form and payment of the expenses of, and submit, such documents as the Warrant Agent may require to effect delivery of the new Warrant Certificate(s) to be issued in the name of the transferee.
- 8.3 The Warrantholder specified in the Warrant Register or Depository (as the case may be) shall deemed to remain the Warrantholder of the Warrant until the name of the transferee is entered in the Warrant Register by the Warrant Agent or in the Depository Register by CDP (as the case may be).
- 8.4 If the Transfer Form has not been fully or correctly completed by the transferring Warrantholder or the full amount of the fees and expenses due to the Warrant Agent have not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the transferring Warrantholder, accompanied by written notice of the omission(s) or error(s) and requesting the transferring Warrantholder to complete and/or amend the Transfer Form and/or to make the requisite payment.
- 8.5 If the Transfer Form has been fully and correctly completed, the Warrant Agent shall, as agent for and on behalf of the Company:-
 - (a) register the person named in the Transfer Form as transferee in the Warrant Register as the registered holder of the Warrant in place of the transferring Warrantholder;
 - (b) cancel the Warrant Certificate(s) in the name of the transferring Warrantholder; and
 - (c) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the transferee.
- 8.6 The executors or administrators of a deceased registered Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders) or, if the registered holders of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one (1) or more of several joint holders, the survivor or survivors of such joint holders, shall be the only person(s) recognised by the Company and the Warrant Agent as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Company and the Warrant Agent such evidence as may be required by the Company and the Warrant Agent to prove their title, and on the completion of a Transfer Form and payment of the fees and expenses referred to in Conditions 8.2 above, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made. Conditions 8.4, 8.5 and 8.7 shall apply *mutatis mutandis* to any transfer of the Warrants by such persons.
- 8.7 With respect to Warrants registered in the name of CDP, any transfer of such Warrants shall be effected subject to and in accordance with these Conditions, applicable law and the rules of CDP as amended from time to time and where the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book entry.

9. Replacement of Warrant Certificates

If any Warrant Certificate is lost, stolen, destroyed, mutilated or defaced, it may, subject to applicable law and at the discretion of the Company, be replaced upon the request by the Warrantholder at the specified office of the Warrant Agent on payment of such costs as may be incurred in connection therewith, and on such terms as to evidence, indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Warrant Certificate(s) in respect of the Warrants is subsequently exercised, there will be paid to the Company on demand the market value of the Warrants at the time of the replacement thereof), advertisement, undertaking and otherwise as the Company and/or the Warrant Agent may reasonably require. Mutilated or defaced Warrant Certificates must be surrendered before replacements will be issued. The replacement Warrant Certificate will be issued to the registered holder of the Warrant Certificate replaced.

10. Warrant Agent not Acting for the Warrantholders

In acting under the Warrant Agency Agreement, the Warrant Agent is, subject to the terms therein, acting solely as agent for the Company for certain specified purposes, and does not assume any obligation or duty to or any relationship of agency or trust for the Warrantholders.

11. Meetings of Warrantholders and Modification

- 11.1 The Deed Poll contains provisions for convening meetings of the Warrantholders to consider any matter affecting their interests, including the sanctioning by extraordinary resolution ("**Extraordinary Resolution**") of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warrantholders holding not less than twenty per cent. (20%) of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing an Extraordinary Resolution shall be two (2) or more persons present being Warrantholders or proxies duly appointed by Warrantholders holding or representing over fifty per cent. (50%) of the Warrants for the time being unexercised. At any adjourned meeting, two (2) or more persons present being or representing Warrantholders or proxies duly appointed by the Warrantholders whatever the number of Warrants so held or represented shall form a quorum, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period), the necessary quorum for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing not less than seventy-five per cent. (75%) or, at any adjournment of such meeting, over fifty per cent. (50%), of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warrantholders shall be binding on all Warrantholders, whether or not they are present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgment, confer the right to attend or vote at, or join in convening, or be counted in the quorum for, any meeting of Warrantholders.

A resolution in writing signed by all the Warrantholders shall be deemed to be a resolution duly passed by the Warrantholders at a meeting of the Warrantholders duly convened.

- 11.2 The Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect:-
- (a) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in its opinion, is not materially prejudicial to the interests of the Warrantholders;

- (b) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in its opinion, is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law; and/or
- (c) any modification to the Warrants or the Deed Poll which, in its opinion, is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of New Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Mainboard of the SGX-ST.

Any such modification shall be binding on the Warrantholders and shall be notified to them in accordance with Condition 12 as soon as practicable thereafter.

- 11.3 Any amendments to the terms and/or conditions of the Warrants after the issue thereof must be subject to the approval of the SGX-ST (if required), except where the amendments are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

Pursuant to Rule 830 of the Listing Manual of the SGX-ST, any amendment to the terms and/or conditions of the Warrants after the issue thereof in accordance with the provisions of this Condition 11 will also be announced by the Company through SGXNET.

- 11.4 Notwithstanding any other provisions as set out in the Deed Poll, any material amendment to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders and prejudicial to the Shareholders must be approved by the Shareholders in general meeting, except where the amendment is made pursuant to the terms and conditions of the Warrants.

- 11.5 Save as provided by these Conditions, the Company shall not:-

- (a) extend the Exercise Period;
- (b) issue new warrants to replace the Warrants;
- (c) change the Exercise Price; or
- (d) change the exercise ratio of the Warrants.

12. Notices

- 12.1 Each Warrantholder is required to nominate an address in Singapore for service of notices and documents by giving a notice in writing to the Company and the Warrant Agent, failing which such Warrantholder shall not be entitled to receive any notices or documents. Notices to Warrantholders may be sent by ordinary post to their respective addresses so nominated (and in the case of joint holdings, to the Warrantholder whose name appears first in the Warrant Register) or be given by advertisement in a leading daily English language newspaper in circulation in Singapore. If such advertisement is not practicable, notice can be given in such manner as the Company, with the approval of the Warrant Agent, shall determine. Such notices shall be deemed to have been given in the case of posting, on the date of posting and in the case of advertisement, on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made.

- 12.2 The Company shall, not later than one (1) month before the Expiration Date, give notice to the Warrantholders in accordance with this Condition 12, of the Expiration Date and make an announcement of the same to the SGX-ST. The Company shall also, not later than one (1) month before the Expiration Date, take reasonable steps to notify the Warrantholders in writing of the Expiration Date and such notice shall be delivered by post to the addresses of the Warrantholders as recorded in the Warrant Register or, in the case of Warrantholders whose Warrants are registered in the name of CDP, their addresses as shown in the records of CDP. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.
- 12.3 Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after notice of the Expiration Date has been given in accordance with these Conditions shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with this Condition 12. For the avoidance of doubt, neither the Company nor the Warrant Agent shall in any way be responsible or liable for any claims, proceedings, costs or expenses arising from the failure by the purchaser of the Warrants to be aware of or to receive such notification.

13. Stamp Duty on Exercise of Warrants

The Company shall pay all and any stamp duties and other similar taxes or duties payable in Singapore on or in connection with the initial distribution, and the initial issue, of the Warrant Certificates. Any other stamp duties, similar duties or taxes (if any) or other fees payable (including those payable to CDP) on or arising from the ownership, transfer or exercise of the Warrants, shall be for the account of, and payable by, the relevant Warrantholder.

14. Third Party Rights

Other than the Company, the Warrant Agent and Warrantholders, no person shall have any right to enforce any term or condition of the Warrants, the Deed Poll and these Conditions under the Contracts (Rights of Third Parties) Act 2001 of Singapore.

15. Governing Law

- 15.1 The Warrants and these Conditions are governed by, and shall be construed in accordance with, the laws of the Republic of Singapore.
- 15.2 The courts of Singapore are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Warrants and these Conditions and accordingly any legal action or proceedings arising out of or in connection with the Warrants and these Conditions (“**Proceedings**”) may be brought in such courts. The Company irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

Notes:-

1. The attention of Warrantholders is drawn to Rule 14 of The Singapore Code on Take-overs and Mergers (the “**Code**”) and Section 139 and 140 of the Securities and Futures Act 2001 of Singapore (the “**SFA**”), as amended from time to time. In general terms, these provisions regulate the acquisition of effective control of public companies. Warrantholders should consider the implications of these provisions before they exercise their respective Warrants. In particular, a Warrantholder should note that he may be under an obligation to extend a take-over offer of the Company if:-

APPENDIX B – TERMS AND CONDITIONS OF THE MANAGEMENT WARRANTS

- (a) he acquires whether by exercise of the Warrants or otherwise, whether by a series of transactions over a period of time or not, Shares which (taken together with Shares held or acquired by persons acting in concert with him (the term “**acting in concert**” as used herein shall have the meaning ascribed thereto by the Code)) carry thirty per cent. (30%) or more of the voting rights of the Company; or
 - (b) he, together with persons acting in concert with him, holds not less than thirty per cent. (30%) but not more than fifty per cent. (50%) of the voting rights of the Company, and he, or any person acting in concert with him, acquires in any period of six (6) months additional Shares carrying more than one per cent. (1%) of the voting rights of the Company.
- 2. A Warrantholder who, after the exercise of his Warrants, holds not less than five per cent. (5%) of the total votes attached to all the voting shares in the Company, is under an obligation to notify the Company and the SGX-ST of his interest in the manner set out in Section 82 and Section 83 of the Act and Sections 135 and 136 of the SFA.

THE SALE VESSELS

No.	Name of vessel	Entity which owns the vessel
1.	Crest Spartan 3	Pacific Crest Pte Ltd
2.	Crest Spartan 8	Pacific Crest Pte Ltd
3.	Crest Apache	Pacific Crest Pte Ltd
4.	Crest Mercury One	Continental Radiance Offshore Pvt. Ltd.
5.	Crest Mercury Two	Continental Radiance Offshore Pvt. Ltd.
6.	Crest Mercury 3	Pacific Offshore Marine Pte Ltd
7.	Crest Mercury 5	Pacific Offshore Marine Pte Ltd
8.	Crest Amethyst	Pacific Crest Pte Ltd
9.	Crest Apollo	Pacific Crest Pte Ltd
10.	Crest Victoria	Pacific Offshore Pte Ltd
11.	Crest Argus 1	Pacific Crest Pte Ltd
12.	Crest Argus 2	Pacific Crest Pte Ltd
13.	Crest Argus 3	Pacific Crest Pte Ltd
14.	Crest Argus 5	Pacific Crest Pte Ltd
15.	Crest Aries 1	Pacific Crest Pte Ltd
16.	Crest Alpha 1	Pacific Crest Pte Ltd
17.	Crest Odyssey 2	CSI Offshore Pte Ltd
18.	Crest Hydra	CSI Offshore Pte Ltd
19.	Crest Athena 1	Pacific Crest Pte Ltd
20.	Crest Athena 2	Pacific Crest Pte Ltd
21.	Crest Nautilus 1	Pacific Crest Pte Ltd
22.	Crest Nautilus 2	Pacific Crest Pte Ltd
23.	Crest Centurion 2	Pacific Crest Pte Ltd
24.	Crest Provider	Pacific Crest Pte Ltd
25.	Crest Support 5	Pacific Crest Pte Ltd
26.	Crest Radiant 1	Pacific Crest Pte Ltd
27.	Crest Radiant 3	Pacific Crest Pte Ltd
28.	Crest Voyager	Pacific Crest Pte Ltd
29.	Crest Imperial	Duta Marine Alliances Sdn Bhd
30.	Crest Station 5	Duta Marine Ventures Sdn Bhd
31.	Crest Onyx	PT Jawa Tirtamarin
32.	Crest Odyssey 1	PT Jawa Tirtamarin
33.	Crest Tarasco	Radiance Alliance Pte Ltd

APPENDIX D – CONSOLIDATED INCOME STATEMENTS OF THE GROUP

The audited consolidated income statements of the Group for FY2019, FY2020 and FY2021, and the unaudited consolidated income statements of the Group for 6M2021 and 6M2022, are set out below:

	Audited FY2019 US\$'000
Revenue	74,758
Cost of sales	(59,575)
Gross profit	15,183
Other operating income	17,147
General and administrative expenses	(17,474)
Other operating expenses	(71,541)
Finance costs	(25,840)
Share of results of joint ventures	219
Share of results of associates	–
Loss before taxation	(82,306)
Taxation	(1,054)
Loss for the year	(83,360)
Loss for the year attributable to:	
Equity holders of the Company	(84,691)
Non-controlling interests	1,331
	(83,360)
Loss per share attributable to equity holders of the Company before the Warrants Issues (US cents per share)	
Basic	(11.9)
Diluted	(11.9)
Loss per share attributable to equity holders of the Company after the Warrants Issues but before the exercise of the Warrants (US cents per share)⁽¹⁾	
Basic	(118.6)
Diluted ⁽²⁾	(118.6)
Loss per share attributable to equity holders of the Company after the Warrants Issues and after the exercise of the Warrants (US cents per share)⁽¹⁾	
Basic	(72.4)
Diluted	(72.4)
Dividend per Share (US cents)	–
Dividend per Share (Singapore cents)	–

APPENDIX D – CONSOLIDATED INCOME STATEMENTS OF THE GROUP

Notes:

- (1) Assuming that the Proposed Share Consolidation has been completed as the Warrants Issues are based on Consolidated Shares.
- (2) The Warrants have not been included in the calculation of the diluted figure because they are anti-dilutive since the Group is in a loss position.

APPENDIX D – CONSOLIDATED INCOME STATEMENTS OF THE GROUP

	Audited FY2021			Audited FY2020		
	<i>Continuing Operations</i>	<i>Discontinued Operations</i>	<i>Total</i>	<i>Continuing Operations</i>	<i>Discontinued Operations</i>	<i>Total</i>
	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000	US\$'000
Revenue	9,848	48,959	58,807	8,933	54,587	63,520
Cost of sales	(9,703)	(45,471)	(55,174)	(8,202)	(48,031)	(56,233)
Gross profit	145	3,488	3,633	731	6,556	7,287
Other operating income	12,178	729	12,907	15,304	1,231	16,535
General and administrative expenses	(7,089)	(5,403)	(12,492)	(8,268)	(6,316)	(14,584)
Other operating expenses	(4,083)	(26,320)	(30,403)	(10,998)	(35,618)	(46,616)
Finance costs	(2,121)	(16,467)	(18,588)	(3,508)	(17,232)	(20,740)
Share of results of joint ventures	–	–	–	568	–	568
Share of results of associates	2,397	–	2,397	–	–	–
Profit/(loss) before taxation	1,427	(43,973)	(42,546)	(6,171)	(51,379)	(57,550)
Taxation	(70)	(1,610)	(1,680)	(47)	(845)	(892)
Profit/(loss) for the year	1,357	(45,583)	(44,226)	(6,218)	(52,224)	(58,442)
Profit/(loss) for the year attributable to:						
Equity holders of the Company	1,390	(45,549)	(44,159)	(6,069)	(52,576)	(58,645)
Non-controlling interests	(33)	(34)	(67)	(149)	352	203
	1,357	(45,583)	(44,226)	(6,218)	(52,224)	(58,442)
Earnings/(loss) per share attributable to equity holders of the Company before the Warrants Issues (US cents per share)						
Basic	0.2	(6.4)	(6.2)	(0.9)	(7.3)	(8.2)
Diluted	0.2	(6.4)	(6.2)	(0.9)	(7.3)	(8.2)
Earnings/(loss) per share attributable to equity holders of the Company after the Warrants Issues but before the exercise of the Warrants (US cents per share)⁽¹⁾						
Basic	1.9	(63.7)	(61.7)	(8.5)	(73.5)	(82.0)
Diluted ⁽²⁾	1.2	(63.7)	(61.7)	(8.5)	(73.5)	(82.0)
Earnings/(loss) per share attributable to equity holders of the Company after the Warrants Issues and after the exercise of the Warrants (US cents per share)⁽¹⁾						
Basic	1.2	(38.9)	(37.7)	(5.2)	(44.9)	(50.1)
Diluted	1.2	(38.9)	(37.7)	(5.2)	(44.9)	(50.1)

APPENDIX D – CONSOLIDATED INCOME STATEMENTS OF THE GROUP

Dividend per Share (US cents)	–	–	–	–	–	–
Dividend per Share (Singapore cents)	–	–	–	–	–	–

Notes:

- (1) Assuming that the Proposed Share Consolidation has been completed as the Warrants Issues are based on Consolidated Shares.
- (2) The Warrants have not been included in the calculation of the diluted figures for FY2020 and Discontinued Operations and Total for FY2021 because they are anti-dilutive since the Group is in a loss position.

APPENDIX D – CONSOLIDATED INCOME STATEMENTS OF THE GROUP

	Unaudited	
	6M2022	6M2021
	US\$'000	US\$'000
Revenue	23,941	31,832
Cost of sales	(18,225)	(30,222)
Gross profit	5,716	1,610
Other operating income	46,040	11,347
General and administrative expenses	(8,537)	(6,637)
Other operating expenses	(13,511)	(3,223)
Finance costs	(7,654)	(8,672)
Share of results of joint ventures	1,509	–
Share of results of associates	4,603	2,397
Profit/(loss) before taxation	28,166	(3,178)
Taxation	(573)	(1,040)
Profit/(loss) for the period	27,593	(4,218)
Profit/(loss) for the period attributable to:		
Equity holders of the Company	27,713	(4,091)
Non-controlling interests	(120)	(127)
	27,593	(4,218)
Profit/(loss) per share attributable to equity holders of the Company before the Warrants Issues (US cents per share)		
Basic	3.8	(0.6)
Diluted	3.8	(0.6)
Profit per share attributable to equity holders of the Company after the Warrants Issues but before the exercise of the Warrants (US cents per share)⁽¹⁾		
Basic	63.7	50.9
Diluted	57.9	46.3
Profit per share attributable to equity holders of the Company after the Warrants Issues and after the exercise of the Warrants (US cents per share)⁽¹⁾		
Basic	57.9	46.3
Diluted	57.9	46.3
Dividend per Share (US cents)	–	–
Dividend per Share (Singapore cents)	–	–

Note:

- (1) Assuming that the Proposed Share Consolidation has been completed as the Warrants Issues are based on Consolidated Shares, and also assuming that the Proposed Disposal, the Proposed Schemes of Arrangement and the Proposed Securities Issuance have been completed.

APPENDIX E – CONSOLIDATED STATEMENT OF FINANCIAL POSITION OF THE GROUP

The audited consolidated statement of financial position of the Group as at 31 December 2021, and the unaudited consolidated statement of financial position of the Group as at 30 June 2022, are as follows:

	Unaudited 30 June 2022 US\$'000	Audited 31 December 2021 US\$'000
ASSETS		
Non-current assets		
Property, plant and equipment	40,882	43,380
Investment in subsidiaries	—	—
Investment in associates	—	—
Investment in joint ventures	—	—
Investment securities	—	—
Club memberships	140	140
Amounts due from related companies	4,642	4,641
	45,664	48,161
Current assets		
Inventories	502	544
Trade receivables	30,455	22,004
Other receivables	10,503	2,772
Amounts due from related companies	15,603	58,174
Investment securities	14	9
Cash and bank balances	17,645	21,591
	74,722	105,094
Assets held for sale	1,100	139,122
	75,822	244,216
Total assets	121,486	292,377
EQUITY AND LIABILITIES		
Current liabilities		
Trade payables	17,058	13,298
Other liabilities	107,052	131,041
Amounts due to related companies	10,509	10,479
Bank loans	186,715	386,584
Notes payable	71,890	74,110
Provision for taxation	1,678	1,268
Lease liabilities	958	983
	395,860	617,763
Net current liabilities	(320,038)	(373,547)

APPENDIX E – CONSOLIDATED STATEMENT OF FINANCIAL POSITION OF THE GROUP

	Unaudited 30 June 2022 US\$'000	Audited 31 December 2021 US\$'000
Non-current liabilities		
Other liabilities	3,816	9,458
Provisions	241	248
Bank loans	28,751	–
Deferred tax liabilities	2,474	2,645
Lease liabilities	6,940	7,331
	42,222	19,682
Total liabilities	438,082	637,445
Net liabilities	(316,596)	(345,068)
Equity attributable to equity holders of the Company		
Share capital	162,854	162,854
Treasury shares	(2,135)	(2,135)
Accumulated losses	(458,150)	(485,863)
Other reserves	(7,234)	(8,113)
	(304,665)	(333,257)
Non-controlling interests	(11,931)	(11,811)
Total equity	(316,596)	(345,068)
Before the Warrants Issues		
Number of Shares (excluding treasury shares) ('000)	715,428	715,428
NAV attributable to equity holders of the Company	(304,665)	(333,257)
NAV per Share (US cents)	(42.6)	(46.6)
After the Warrants Issues but before the exercise of the Warrants⁽¹⁾⁽²⁾		
Number of Shares (excluding treasury shares) ('000)	450,709	71,543
NAV attributable to equity holders of the Company	32,682	(333,257)
NAV per Share (US cents)	7.3	(465.8)
After the Warrants Issues and after the exercise of the Warrants⁽¹⁾⁽²⁾		
Number of Shares (excluding treasury shares) ('000)	496,270	117,104
NAV attributable to equity holders of the Company	34,206	(331,733)
NAV per Share (US cents)	6.9	(283.3)

Notes:

- (1) NAV as at 31 December 2021 is based on the assumption that the Proposed Share Consolidation has been completed, as the Warrants Issues are based on Consolidated Shares.
- (2) NAV as at 30 June 2022 is based on the assumption that the Proposed Share Consolidation has been completed as the Warrants Issues are based on Consolidated Shares, and also based on the assumption that the Proposed Disposal, the Proposed Schemes of Arrangement and the Proposed Securities Issuance have been completed.

APPENDIX F – CONSOLIDATED STATEMENT OF CASH FLOWS OF THE GROUP

The audited consolidated statement of cash flows of the Group for FY2021, and the unaudited consolidated statement of cash flows of the Group for 6M2022, are as follows:

	Unaudited 6M2022 US\$'000	Audited FY2021 US\$'000
Cash flows from operating activities:		
Profit/(loss) before taxation	28,166	(42,546)
Adjustments for:		
Depreciation of property, plant and equipment	1,507	12,711
Recognition of deferred capital grant income	–	(297)
(Derecognition)/recognition of financial guarantee liabilities	(2,977)	2,094
Finance costs	7,654	18,588
Interest income	(3)	(139)
Share of results of joint ventures	(1,509)	–
Share of results of associates	(4,603)	(2,397)
Loss on disposal of property, plant and equipment, net	–	329
Gain on disposal of assets held for sale	(17,022)	–
Impairment of doubtful receivables, net	146	279
Impairment of amounts due from related companies	11,905	12,986
Impairment of property, plant and equipment	–	14,715
Net gain on debt forgiveness of bank loans and interests	(22,258)	(9,265)
Net fair value (gain)/loss on held for trading investment securities	(5)	(1)
Exchange differences	(2,224)	(1,511)
Operating cash flows before changes in working capital	(1,223)	5,546
Increase in trade and other receivables	(16,327)	(3,101)
Decrease in amounts due from/to related companies, net	2,561	5,195
Decrease in inventories	42	194
Increase/(decrease) in trade payables and other liabilities	8,282	(28)
Cash (used in)/generated from operations	(6,665)	7,806
Taxes paid	(550)	(1,516)
Interest paid	(149)	(695)
Interest received	–	8
Net cash flows (used in)/generated from operating activities	(7,364)	5,603

APPENDIX F – CONSOLIDATED STATEMENT OF CASH FLOWS OF THE GROUP

	Unaudited 6M2022 US\$'000	Audited FY2021 US\$'000
Cash flows from investing activities:		
Purchase of property, plant and equipment	(1,368)	(1,901)
Proceeds from sale of assets held for sale	–	1,250
Loan repaid by/(to) related companies, net	5,000	(3,000)
Deposit refunded for proposed acquisition of a company	–	2,700
Net cash flows generated from/(used in) investing activities	3,632	(951)
Cash flows from financing activities:		
Payment of principal portion of lease liabilities	(169)	(647)
Repayment of bank loans	–	(1,489)
Cash and bank balances released as securities	2	1,433
Net cash flows used in financing activities	(167)	(703)
Net (decrease)/increase in cash and bank balances	(3,899)	3,949
Effect of exchange rate changes on cash and bank balances	(45)	(1)
Cash and bank balances at 1 January	21,589	17,641
Cash and bank balances at 30 June/31 December	17,645	21,589

DIRECTORS' RESPONSIBILITY STATEMENT

This Offer Information Statement is dated this 18 August 2022.

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Offer Information Statement and confirm, after making all reasonable enquiries, that to the best of their knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Warrants Issues, the Warrants, the Warrants Shares, the Company and its subsidiaries and the Directors are not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading. Where information in this Offer Information Statement 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 Offer Information Statement in its proper form and context.

For and on behalf of

PACIFIC RADIANCE LTD.

Board of Directors

PANG YOKE MIN

PANG WEI MENG

LAU BOON HWEE

NG TIONG GEE

YONG YIN MIN

GOH CHONG THENG