

CIRCULAR DATED 11 APRIL 2022

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

Capitalised terms appearing but not defined on the cover of this Circular bear the same meanings as ascribed to them in the section entitled "Definitions" of this Circular.

If you have sold or transferred all your shares in the capital of the Company held through CDP, you need not forward this Circular, the Notice of EGM and the attached Proxy Form to the purchaser or transferee as arrangements will be made by CDP for a separate Circular to be sent to the purchaser or transferee. If you have sold or transferred all your shares in the capital of the Company represented by physical share certificate(s), you should immediately forward this Circular, the Notice of EGM and the attached Proxy Form to the purchaser or transferee, or to the bank, stockbroker or agent through whom the sale or the transfer was effected for onward transmission to the purchaser or transferee.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the accuracy of any statements made, reports contained or opinions expressed in this Circular.

This Circular has been made available on SGXNET and the Company's website and may be accessed at the URL http://www.swiber.com/ir-IJM_JM_announcements.html. A printed copy of this Circular will NOT be despatched to Shareholders.

Due to the current COVID-19 situation in Singapore, Shareholders will not be able to attend the EGM in person. Instead, alternative arrangements have been put in place to allow Shareholders to participate at the EGM by (a) watching the EGM proceedings via "live" audio-and-video webcast or listening to the EGM proceedings via "live" audio feed, (b) submitting questions in advance of, or "live" at, the EGM, and/or (c) voting at the EGM (i) "live" by the Shareholders themselves or their duly appointed proxy(ies) (other than the Chairman of the EGM) via electronic means; or (ii) by appointing the Chairman of the EGM as proxy to vote on their behalf at the EGM.

Please refer to Section 13 of this Circular for further information, including the steps to be taken by Shareholders to participate at the EGM.

Shareholders should note that the Company may make further changes to its EGM arrangements (including but not limited to any applicable alternative arrangements as may be prescribed or permitted (as the case may be) under the COVID-19 Act and any regulations promulgated thereunder (including the COVID-19 Order) as well as other guidelines issued by the relevant authorities) as the COVID-19 situation evolves. Shareholders are advised to keep abreast of any such changes as may be announced by the Company from time to time on SGXNET and/or on the Company's website at the URL http://www.swiber.com/ir-IJM_JM_announcements.html.

YOUR ATTENTION IS DRAWN TO SECTION 1.8 AND APPENDIX C OF THIS CIRCULAR ENTITLED "RISK FACTORS" WHICH YOU SHOULD REVIEW CAREFULLY.



**SWIBER HOLDINGS LIMITED
(JUDICIAL MANAGERS APPOINTED)**

(Company Registration No. 200414721N)
(Incorporated in the Republic of Singapore)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO

- (1) THE PROPOSED DISPOSAL OF PART OF THE COMPANY'S INTEREST IN NEW SWIBER (AS DEFINED HEREIN) PURSUANT TO THE SHARE TRANSFER (AS DEFINED HEREIN) IN CONJUNCTION WITH THE PROPOSED ISSUANCE BY NEW SWIBER OF THE INVESTOR SUBSCRIPTION SHARES (AS DEFINED HEREIN), THE CREDITORS SHARES (AS DEFINED HEREIN) (OTHER THAN THE GROUP ALLOCATED CREDITORS SHARES (AS DEFINED HEREIN)), THE KEY MANAGEMENT AND PROFESSIONAL SHARES (AS DEFINED HEREIN) AND THE SHAREHOLDERS NEW SWIBER SHARES (AS DEFINED HEREIN), IN CONNECTION WITH THE NEW SWIBER INVESTMENT (AS DEFINED HEREIN) (THE "PROPOSED DISPOSAL")**
- (2) THE PROPOSED WHITWASH RESOLUTION FOR THE WAIVER BY INDEPENDENT SHAREHOLDERS OF THEIR RIGHTS TO RECEIVE A MANDATORY GENERAL OFFER FROM RAWABI HOLDING COMPANY LIMITED AS A RESULT OF THE TRANSACTIONS CONTEMPLATED UNDER THE PROPOSED DISPOSAL**

Independent Financial Adviser in relation to the Whitewash Resolution



ZICO CAPITAL PTE. LTD.
(Company Registration No. 201613589E)
(Incorporated in the Republic of Singapore)

IMPORTANT DATES AND TIMES

Last date and time for lodgement of Proxy Form	:	26 April 2022 at 10.00 a.m.
Last date and time to pre-register online to attend the EGM	:	25 April 2022 at 10.00 a.m.
Date and time of Extraordinary General Meeting	:	28 April 2022 at 10.00 a.m.
Place of Extraordinary General Meeting	:	The EGM will be held by way of electronic means. Please refer to Sections 11, 12 and 13 of this Circular for further details.

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DEFINITIONS

In this Circular, the following definitions apply throughout unless the context otherwise requires or otherwise stated:

"100% Implied Equity Value"	The implied equity value of 100% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing of US\$250 million, based on an aggregate amount of up to US\$200 million (being the proposed cash injections by Rawabi pursuant to the Proposed Investments) for 80% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing
"1Q2016"	: The three (3) months ended 31 March 2016
"ACRA"	: Accounting and Corporate Regulatory Authority
"Affected Participating Unsecured Creditors"	: Those Participating Unsecured Creditors in respect of whom the Creditors Shares comprised in their respective pro-rata entitlement to the Creditors Shares cannot be transferred to them during the Interim Distributions due to any administrative reasons and/or any Relevant Restrictions
"associate"	: (a) in relation to any director, chief executive officer, substantial shareholder or controlling shareholder (being an individual) means: (i) his immediate family; (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; (b) in relation to a substantial shareholder or a controlling shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
"Assumed Employees"	: Certain employees of the Group as agreed between the Company and Rawabi to be transferred by the Group to the New Swiber Group pursuant to the Internal Restructuring prior to New Swiber Closing
"Balance Unsecured Creditors Debts"	: The remaining outstanding debts of the Unsecured Creditors owing by SHL and/or SOC (as the case may be) which are not settled by way of the Unsecured Creditors' Partial Debts Settlement

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"Balances Amount"	Settlement	: The aggregate net intercompany payables from New Swiber Group to the Group (after setting off against intercompany receivables from the Group to New Swiber Group) to be waived by the Group in favour of New Swiber Group pursuant to the Intercompany Balances Settlement
"BDO Equity Value Valuation Report"		: The valuation report dated 11 April 2022 issued by the Independent Valuer in relation to the estimated indicative equity value ranges of the New Swiber Group (i) on a restructured basis immediately after completion of the Investment Agreement (assumed to be 31 December 2021) and (ii) as at the end of six (6) years after New Swiber Closing (assumed to be 31 December 2027, when the development and construction of the first phase of the Vietnam Project is expected to be completed), a summary of which is set out in Appendix G to this Circular and further details of which are set out in Sections 3.12 to 3.15 of this Circular
"BDO Rule 1014(5) Valuation Report"		: The valuation report dated 11 April 2022 issued by the Independent Valuer in relation to the indicative equity value of 100% equity interest in the capital of New Swiber on a restructured basis (ie after taking into account the completion of the Internal Restructuring and the Intercompany Balances Settlement) immediately prior to New Swiber Closing, a summary of which is set out in Appendix H to this Circular and further details of which are set out in Section 5.2.3 of this Circular
"Board"		: The board of Directors of the Company as at the date of this Circular
"Books Closure Date"		: A date and time (before New Swiber Closing) to be announced by the Company, at which time the share transfer books and the register of members of the Company will be closed to determine the entitlements of the Shareholders in respect of the Shareholders New Swiber Shares to be issued by New Swiber (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular)
"CDP"		: The Central Depository (Pte) Limited
"Circular"		: This circular to Shareholders dated 11 April 2022
"Code"		: The Singapore Code on Take-overs and Mergers, as amended, modified or supplemented from time to time
"Company" or "SHL"		: Swiber Holdings Limited (Judicial Managers Appointed)
"Companies Act"		: The Companies Act 1967, as amended, modified or supplemented from time to time
"Conditions Precedent"		: The conditions precedent for the completion of the New Swiber Investment, as set out under Section 2.7.1 of this Circular
"Consultation Letter"		: The letter from the Company to the SGX-ST dated 30 March 2021 relating to the Company's consultation with the SGX-ST in respect of the Proposed Transactions, further details of which are set out in Section 5.1 of this Circular
"controlling shareholder"		: A person who (a) holds directly or indirectly 15% or more of the total voting rights in the Company (unless the SGX-ST

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		determines otherwise); or (b) in fact exercises control over the Company
"COVID-19 Act"	:	The COVID-19 (Temporary Measures) Act 2020, as amended, modified or supplemented from time to time, which, <i>inter alia</i> , enables the Minister for Law by order to prescribe alternative arrangements for listed companies in Singapore to conduct general meetings, either wholly or partly, by electronic communication, video conferencing, tele-conferencing or other electronic means
"COVID-19 Order"	:	The COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020, as amended, modified or supplemented from time to time, which sets out the alternative arrangements in respect of, <i>inter alia</i> , general meetings of companies
"Creditors Shares"	:	Such number of New Swiber Shares that will in aggregate constitute approximately (but shall not exceed) 14% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, which will be issued at New Swiber Closing to and held by the Company and SOC as bare trustees for the Unsecured Creditors of SHL and SOC respectively
"Creditors Distribution"	Shares :	Collectively, the Relevant Creditors Shares Transfers, the Subsequent Creditors Shares Transfers and the Unsecured Creditors Net Proceeds Distribution
"Current Admitted Debts"	:	The admitted debts of SHL and SOC filed with the Judicial Managers for purposes of voting at the meeting of the creditors of SHL and SOC held on 23 February 2021, which debts were adjudicated based on a cut-off date of 6 October 2016 (being the date of appointment of the Judicial Managers as the judicial managers of SHL and SOC)
"Debt Restructuring"	:	The proposed restructuring of certain unsecured debts owing by SHL and SOC to their respective Unsecured Creditors, where, pursuant to the terms of a statement or statements of proposal in accordance with applicable laws, the Creditors Shares to be issued at New Swiber Closing will be allocated for the benefit of the Unsecured Creditors
"Disposed Shareholding"	:	Such shareholding percentage in New Swiber that is actually held by or for the benefit of persons outside the Group immediately after New Swiber Closing, being 99.52% of the total issued shares in New Swiber on an enlarged basis immediately after New Swiber Closing as at the Latest Practicable Date and based on the Current Admitted Debts
"Distribution Application"	:	The applications made by the Judicial Managers to the High Court on 10 September 2021 for leave to distribute the Creditors Shares to the Unsecured Creditors during judicial management
"Directors"	:	The directors of the Company as at the date of this Circular
"EGM"	:	The extraordinary general meeting of the Company to be held by electronic means on 28 April 2022 at 10.00 a.m., notice of which is set out in the Notice of EGM

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"EPC"	:	Engineering, procurement and construction
"EPS"	:	Earnings per share
"Escrow Account"	:	The escrow account to be established jointly by the Company, Rawabi and New Swiber in connection with the New Swiber Investment pursuant to the Escrow Agreement
"Escrow Agent"	:	An escrow agent to be mutually agreed and jointly appointed by Company, New Swiber and Rawabi
"Escrow Agreement"	:	The escrow agreement to be entered into between the Company, New Swiber, Rawabi and the Escrow Agent in respect of the operation of the Escrow Account, prior to New Swiber Closing
"Escrow Amount"	:	US\$3,200,000
"Excluded Creditors"	:	Certain creditors of SHL and SOC who will not be participating in the Interim Distributions, including, for example, creditors whose debts will be considered as costs and expenses incurred during the judicial management period of SHL and SOC
"Excluded Creditors Debts"	:	Outstanding debts owing to the Excluded Creditors which will not be dealt with or settled in accordance with the Debt Restructuring
"Excluded New Swiber Shares"	:	Has the meaning ascribed to it in Section 5.2.1 of this Circular
"Existing Shareholders"	:	The Shareholders as at the Books Closure Date
"Final Adjudication Process"	:	The debt adjudication process, where the Judicial Managers will adjudicate the relevant proofs of debt from the Unsecured Creditors solely for the purposes of the Interim Distributions (including the determination of the debts to be admitted for the purposes of the Interim Distributions and each Unsecured Creditor's entitlement to the Interim Distributions)
"FSRU"	:	Floating storage and regasification unit
"Foreign Shareholders"	:	(a) Shareholders whose registered addresses, as recorded in the register of members of the Company for the service of notice and documents, are outside Singapore; and (b) Depositors whose registered addresses, as recorded in the Depository Register maintained by CDP for the service of notice and documents, are outside Singapore
"FY"	:	Financial year ended 31 December
"Group" and "Group Companies"	:	The Company and its subsidiaries, and each a "Group Company"
"Group Allocated Creditors Shares"	:	The Creditors Shares which will be allocated to any Group Company in its capacity as an Unsecured Creditor of SHL and/or SOC pursuant to the Interim Distributions
"GW"	:	Gigawatt

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"Holmen Heavylift"	:	Holmen Heavylift Offshore Pte. Ltd., which is currently an associated company of the Company and will, following the completion of the Internal Restructuring, be an associated company of New Swiber
"Holmen Heavylift Shares"	:	The 25,000 ordinary shares in Holmen Heavylift currently held by the Company (representing 25% of the total issued shares in Holmen Heavylift as at the Latest Practicable Date)
"HOTA"	:	The non-binding heads of terms agreement dated 14 May 2021 entered into between the Project Owner and the Vietnam Project Partners in relation to the terms and conditions for the formation of a consortium in relation to the development and operation of the LNG Power Plant Facility pursuant to the Vietnam Project
"IFA"	:	ZICO Capital Pte. Ltd., the independent financial adviser appointed to advise the Independent Directors and the Judicial Managers for the purposes of making the recommendation to Independent Shareholders in respect of the proposed Whitewash Resolution
"IFA Letter"	:	The letter from the IFA dated 11 April 2022 to the Independent Directors and the Judicial Managers in relation to the proposed Whitewash Resolution, as set out in Appendix I of this Circular
"Illustrative Exchange Rate"	:	The illustrative exchange rate of US\$1.00 to S\$1.3705
"Independent Directors"	:	The Directors who are considered independent for the purpose of making a recommendation to the Shareholders on the proposed Whitewash Resolution, namely, all of the Directors except for Raymond Kim Goh
"Independent Shareholders"	:	The Shareholders who are deemed to be independent for the purpose of the proposed Whitewash Resolution, being the Shareholders other than (a) the Rawabi Concert Party Group and (b) parties not independent of the Rawabi Concert Party Group
"Independent Valuer"	:	BDO Advisory Pte Ltd, an independent valuer appointed by the Company to issue the BDO Rule 1014(5) Valuation Report and the BDO Equity Value Valuation Report
"Intercompany Settlement"	Balances	The cancellation, settlement or repayment of all intercompany balances which are payable or receivable between any Group Company and any New Swiber Group Company prior to or at New Swiber Closing, save for the Reimbursement Amount payable by New Swiber to the Group pursuant to the Post-Closing Reimbursement and the Transfer Assets Consideration payable by New Swiber to SHL pursuant to the Internal Restructuring, to be effected prior to New Swiber Closing
"Internal Restructuring"	:	The proposed transfer of the Transfer Assets by the Group to the New Swiber Group to be effected prior to New Swiber Closing, further details of which are set out in Section 2.3 of this Circular
"Interim Distributions"	:	The distribution of the Creditors Shares to the Unsecured Creditors of SHL and SOC in the proportion set out in Section 2.3.6(a) of this Circular, for the purposes of effecting the Unsecured Creditors' Partial Debts Settlement pursuant to the Distribution Application

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"Interim Judicial Managers"	:	Has the meaning ascribed to it under Section 1.1.4 of this Circular
"Investment Agreement"	:	The investment agreement dated 28 December 2020 entered into between the Company and Rawabi, as amended and supplemented by a supplemental agreement dated 6 April 2022 and as may be further amended and supplemented from time to time
"Investor Preferred Shares"	:	New preference shares in the capital of the Project Owner at an aggregate issue price of up to US\$190 million to be subscribed for by Rawabi pursuant to the Project Investment in such Project Investment Tranche(s) to be agreed in the Project Owner Investment Agreement
"Investor Shares"	Subscription :	Such number of New Swiber Shares in the capital of New Swiber that Rawabi will subscribe for on New Swiber Closing pursuant to the New Swiber Investment, which will in aggregate constitute approximately (but not less than) 80% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, on the terms and subject to the conditions of the Investment Agreement
"IRDA"	:	The Insolvency, Restructuring and Dissolution Act 2018 of Singapore, as amended, modified or supplemented from time to time
"JM Appointment Date"	:	6 October 2016 (being the date of appointment of the Judicial Managers as the judicial managers of SHL and SOC)
"Judicial Managers"	:	The joint and several judicial managers of the Company and SOC, being Messrs Bob Yap Cheng Ghee, Tay Puay Cheng and Ong Pang Thye, all care of KPMG Services Pte. Ltd.
"Judicial Orders"	Management :	The orders made by the Singapore High Court on 6 October 2016 to, <i>inter alia</i> , place the Company and SOC under judicial management pursuant to Section 227B of the Companies Act, read with such other orders which may be made by the Singapore High Court to extend the period for which the Judicial Management Orders are in force
"JV Parties"	:	the Project Owner and Thang Uy
"Key Management"	:	The key management of New Swiber as identified by the Company, being Raymond Kim Goh, who is the current Executive Chairman of the Company
"Key Management and Professional Shares"	:	Collectively, the Key Management Shares and the Professionals Shares
"Key Management Shares"	:	Such number of New Swiber Shares that will in aggregate constitute approximately (but shall not exceed) 1.5% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, which will be issued at New Swiber Closing to the Key Management SPV
"Key Management SPV"	:	An entity to be incorporated and wholly-owned by Raymond Kim Goh

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"KW"	:	Kilowatt
"Latest Practicable Date"	:	7 April 2022, being the latest practicable date prior to the issue of this Circular
"LNG"	:	Liquified natural gas
"LNG Power Plant Facility"	:	A LNG power plant facility to be constructed and located in Vietnam, which is currently envisaged to comprise three (3) LNG-to-power plants
"Liquidation Analysis"	:	The liquidation analysis in respect of SHL as set out in Appendix B of this Circular
"Listing Manual"	:	The listing manual of the SGX-ST, as the same may be amended, varied or supplemented from time to time
"Long Stop Date"	:	31 May 2022 or such other date as the Parties may agree in writing
"Market Day"	:	A day on which the SGX-ST is open for trading in securities
"MAS Declaration"	:	The declaration by MAS pursuant to section 273(5) of the SFA that Subdivisions (2) and (3) of Division 1 of Part 13 of the SFA (other than section 257 of the SFA) shall not apply to the offer of the Creditors Shares, the Professionals Shares and the Shareholders New Swiber Shares made in connection with the New Swiber Investment, for a period of six (6) months from 24 February 2022, on the basis set out in Section 2.8.1 of this Circular.
"Material Adverse Effect"	:	<p>As defined under the Investment Agreement:</p> <p>(a) the Group being notified in writing by the relevant governmental authorities in Vietnam of the termination of the entire Vietnam Project;</p> <p>(b) the Group no longer having any reasonable prospect in pursuing the Vietnam Project; or</p> <p>(c) Rawabi reasonably considering the Vietnam Project to be no longer commercially viable,</p> <p>provided that no event or occurrence resulting from or arising out of any action taken (or omitted to be taken) upon the request or instruction of, or with the consent of, Rawabi or actions that are taken (or omitted to be taken) to consummate the Proposed Investments shall constitute a Material Adverse Effect</p>
"Maximum Reimbursement Amount"	:	The maximum Reimbursement Amount payable by New Swiber to the Company pursuant to the Post-Closing Reimbursement, being US\$3.2 million
"Maximum Reconciliation Amount"	:	The maximum amount payable by New Swiber to the Company pursuant to the Post-Closing Reconciliation, in the event that the net working capital of the New Swiber Group at the date of New Swiber Closing is more than US\$0, being US\$500,000 (approximately S\$0.69 million based on the Illustrative Exchange Rate)

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"MOU"	:	The memorandum of understanding dated 14 May 2021 entered into between the Project Owner, the relevant Vietnam government authority, together with Rawabi and Thang Uy, in relation to the Vietnam Project
"MW"	:	Megawatt
"NAV"	:	Net asset value
"Notice of EGM"	:	The notice of EGM which is set out on pages N-1 to N-4 of this Circular
"New Swiber"	:	A new wholly-owned subsidiary to be incorporated by the Company in Singapore for the purposes of the New Swiber Investment
"New Swiber Business"	:	(i) the business of providing engineering services under the Group's offshore and engineering division and the Group's power and liquefied natural gas business comprising the Vietnam Project and (ii) the business of vessel chartering
"New Swiber Closing"	:	The completion of the subscription by Rawabi of the Investor Subscription Shares
"New Swiber Closing Date"	:	The date of New Swiber Closing
"New Swiber Group" and "New Swiber Group Companies"	:	New Swiber and its subsidiaries, and each company within the New Swiber Group, a "New Swiber Group Company"
"New Swiber Investment"	:	The subscription by Rawabi of the Investor Subscription Shares at an aggregate issue price of US\$10 million on New Swiber Closing, on the terms and subject to the conditions of the Investment Agreement
"New Swiber Shares"	:	New ordinary shares in the capital of New Swiber
"NTA"	:	Net tangible assets
"Optimistic Case"	:	A liquidation scenario in respect of SHL that assumes an optimistic estimated realisable value for the assets of SHL and where the liabilities represent the Current Admitted Debts of SHL
"PAPE Engineering"	:	PAPE Engineering Pte. Ltd., which is currently an indirect wholly-owned subsidiary of the Company and will, following the completion of the Internal Restructuring, be a wholly-owned subsidiary of New Swiber
"Participating Debts"	:	The debts of Participating Unsecured Creditors owing by SHL and/or SOC (as the case may be) which are admitted for purposes of the Interim Distribution
"Participating Unsecured Creditors"	:	Unsecured Creditors who wish to participate in the Interim Distributions in respect of their debts owing by SHL and/or SOC (as the case may be) as at the JM Appointment Date and who will indicate to the Judicial Managers that they wish to so participate

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"Parties"		:	The parties to the Investment Agreement, being the Company and Rawabi and (following the incorporation of New Swiber and New Swiber's accession to the Investment Agreement) New Swiber
"Pessimistic Case"		:	A liquidation scenario in respect of SHL that assumes a pessimistic estimated realisable value for the assets of SHL and where the liabilities represent the total estimated unsecured debt of SHL comprising (i) Current Admitted Debts of SHL and (ii) amounts due to unsecured creditors who appear in the books and records of SHL as at the date of the appointment of the Judicial Managers but have yet to file their claims with the Judicial Managers
"Post-Closing Reconciliation"		:	The post-New Swiber Closing reconciliation in relation to the net working capital of the New Swiber Group as at the New Swiber Closing Date, as agreed under the Investment Agreement, further details of which are set out under Section 2.11.1(a) of this Circular
"Post-Closing Reimbursement"		:	The post-New Swiber Closing reimbursement by New Swiber of all charges, costs, expenses and taxes incurred by the Project Owner and PAPE Engineering in relation to the Vietnam Project up to New Swiber Closing and which have been paid by any entity within the Group on behalf of the Project Owner and PAPE Engineering prior to New Swiber Closing, as agreed under the Investment Agreement, further details of which are set out under Section 2.11.1(b) of this Circular
"Professional Providers"	Services	:	The providers of professional services (including the judicial management, legal, accounting and other advisory services) to SHL and/or SOC, being the Judicial Managers and Rajah & Tann Singapore LLP as at the Latest Practicable Date
"Professionals' Debts"	Relevant	:	The outstanding fees and expenses of the Professional Services Providers relating to the provision of professional services to SHL and/or SOC from the JM Appointment Date up to the expiry of the Judicial Management Orders
"Professionals Net Proceeds Distribution"		:	The sale (if any) by SHL of any of the Undistributed Professionals Shares, and the distribution of the net proceeds from such sale to the relevant Professional Services Provider(s)
"Professionals Partial Debts Settlement"		:	The partial settlement of the Professionals' Relevant Debts of each Professional Services Provider upon effecting the Professionals Shares Distribution
"Professionals Settlement Amount"	Settlement	:	The actual amount of the Professionals' Relevant Debts of the Professional Services Providers that will be partially settled by way of the Professionals Shares Distribution pursuant to the Professionals Partial Debts Settlement
"Professionals Shares"		:	Such number of New Swiber Shares that will in aggregate constitute approximately 1.5% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, which will be issued to SHL at New Swiber Closing and allocated for the benefit of the Professional Services Providers for the purposes of the partial satisfaction of the payment of the Professionals' Relevant Debts

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"Professionals Distribution"	Shares	:	Any Subsequent Professionals Shares Transfers and/or Professionals Net Proceeds Distribution, as may be agreed between SHL and/or SOC (as the case may be) and the Professional Services Providers
"Project Owner"		:	Equatoriale Energy Pte. Ltd., which is currently a direct wholly-owned subsidiary of the Company and will, following the completion of the Internal Restructuring, be a wholly-owned subsidiary of New Swiber
"Project Owner Investment Agreement"		:	The proposed investment agreement to be entered into between Rawabi and the Project Owner in relation to the Project Investment on terms to be agreed, following New Swiber Closing
"Project Investment"		:	The proposed investment by way of a proposed subscription by Rawabi for new preference shares in the capital of the Project Owner at an aggregate issue price of up to US\$190 million on such terms and subject to such conditions to be discussed and agreed on the basis of certain key terms set out in the Investment Agreement and to be set out in the Project Owner Investment Agreement and such other definitive agreements to be entered into in relation to such investment as may be appropriate
"Project Tranche(s)"	Investment	:	Such investment tranches of the Project Investment to be agreed in the Project Owner Investment Agreement
"Proposed Disposal"		:	The proposed disposal of part of the Company's interest in New Swiber pursuant to the Share Transfer, in conjunction with the proposed issuance by New Swiber of the Investor Subscription Shares, the Creditors Shares (other than the Group Allocated Creditors Shares), the Key Management and Professional Shares and the Shareholders New Swiber Shares, in connection with the New Swiber Investment
"Proposed Investments"		:	Collectively, the New Swiber Investment and the Project Investment
"Proposed Issuance of Key Management Shares to Key Management SPV"		:	The proposed issuance by New Swiber of the Key Management Shares to the Key Management SPV, which will be an associate of Raymond Kim Goh, at New Swiber Closing, further details of which are set out under Section 7 of this Circular
"Proposed Directors"	New Swiber	:	The directors on the board of New Swiber following New Swiber Closing, as envisaged as at the Latest Practicable Date, being Osman Ali Ibrahim, Ahmad Alshubbar and Raymond Kim Goh
"Proposed Executive"	New Swiber	:	The key executive officer of New Swiber following New Swiber Closing, as envisaged as at the Latest Practicable Date, being Raymond Kim Goh, the proposed chief executive officer of New Swiber
"Proposed Transactions"		:	Collectively, the New Swiber Investment, the Internal Restructuring, the Debt Restructuring, the Share Transfer and the proposed issuance by New Swiber of the Creditors Shares, the Key Management and Professional Shares and the Shareholders New Swiber Shares
"Provisional Liquidators"		:	Has the meaning ascribed to it under Section 1.1.2 of this Circular

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"Proxy Form"	:	The instrument of proxy in respect of the EGM
"Rawabi"	:	Rawabi Holding Company Limited
"Rawabi Concert Party Group"	:	Rawabi and parties acting in concert with it
"Rawabi's Claims"	:	Any claims for breach of the Investment Agreement which may be brought by Rawabi against the Company and/or New Swiber
"Reconciliation Deficient Amount"	:	The amount payable by the Company to New Swiber pursuant to the Post-Closing Reconciliation
"Reimbursement Amount"	:	The aggregate amount of all charges, costs, expenses and taxes incurred by the Project Owner and PAPE Engineering in relation to the Vietnam Project up to New Swiber Closing and which have been paid by any entity within the Group on behalf of the Project Owner and PAPE Engineering prior to New Swiber Closing, to be reimbursed by New Swiber to the Company (for itself and on behalf of any other entity within the Group) pursuant to the Post-Closing Reimbursement
"Release Date"	:	The date of expiry of the time limitation for Rawabi's Claims under the Investment Agreement, being the date falling six (6) months after the New Swiber Closing Date
"Relevant Announcement Date"	:	8 June 2020 (being the date of the announcement issued by the Company in relation to the binding term sheet between the Company, Rawabi and the Project Owner for the Proposed Disposal, including the proposed issuance of the Shareholders New Swiber Shares)
"Relevant Creditors Shares Transfers"	:	The transfer by SHL or SOC (as the case may be) to each Participating Unsecured Creditor of such number of Creditor Shares which represents its pro-rata entitlement to the Creditors Shares based on its debts owing by SHL and/or SOC (as the case may be) which are admitted for purposes of the Interim Distributions, subject to its execution of such binding documentation in respect of the distribution and the Unsecured Creditors' Partial Debts Settlement as may be required by the Judicial Managers, SHL or SOC (as the case may be)
"Relevant Restrictions"	:	Any prohibitions or restrictions against the offering of New Swiber Shares in jurisdictions other than Singapore
"Relevant Quarter"	:	The three (3) months ended 31 December 2021
"Relevant Quarter Accounts"	:	Collectively: <ul style="list-style-type: none"> (a) (in respect of the Project Owner) its unaudited financial statements for the Relevant Quarter; (b) (in respect of the PAPE Engineering) its unaudited proforma consolidated financial statements for the Relevant Quarter; and (c) (in respect of Holmen Heavylift) its unaudited consolidated financial statements for the Relevant Quarter

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"Resolved Claims"	:	Any Rawabi's Claims which are either agreed in writing between Rawabi and the Company as to both liability and quantum, or are finally determined by a court of competent jurisdiction from which there is no right of appeal
"Restructuring Proposal"	:	The Judicial Managers' proposal, under the Statement of Proposals, to restructure the debts of the Unsecured Creditors of SHL and SOC based on and arising from the Investment Agreement, including all related transactions which the Judicial Managers deem necessary for the purposes of such restructuring, and under the Statement of Proposals, it specifically includes (i) the transactions contemplated under the Investment Agreement, including without limitation the Proposed Investments, the Internal Restructuring, the Debt Restructuring, the issuance of the Key Management and Professional Shares and the Shareholders New Swiber Shares, and (ii) the allocation of Creditors Shares for the benefit of SHL and SOC's Unsecured Creditors, at approximately 12.2% and 1.8% respectively, of New Swiber's enlarged total issued shares immediately following New Swiber Closing
"SFA"	:	The Securities and Futures Act 2001, as amended, modified or supplemented from time to time
"SGX-ST"	:	Singapore Exchange Securities Trading Limited
"Share Registrar"	:	Boardroom Corporate & Advisory Services
"Shareholders"	:	Persons (other than CDP) who are registered as the holders of Shares in the Register of Members of the Company and Depositors who have Shares entered against their names in the Depository Register, and "Shareholder" shall be construed accordingly
"Shareholders New Swiber Shares"	:	Such number of New Swiber Shares that will in aggregate constitute approximately (but shall not exceed) 3% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, which will be issued on New Swiber Closing to SHL's Existing Shareholders (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular)
"Shares"	:	The ordinary shares in the capital of the Company
"Share Transfer"	:	The proposed transfer of the Subscriber Shares by the Company to Rawabi at an aggregate consideration of US\$1.00, on New Swiber Closing
"SHL Market Capitalisation"	:	The market capitalisation of the Company of approximately S\$51.10 million, which is determined by multiplying the 460,376,986 issued shares in the Company by S\$0.111, being the weighted average price of the Company's Shares transacted on 26 July 2016, being the last full Market Day preceding the suspension of trading of the Company's Shares on the SGX-ST
"SHL Shareholding in New Swiber"	:	The shareholding interest in New Swiber on an enlarged basis immediately after New Swiber Closing that SHL will be allocated by reason of the allocation of Creditors Shares to it in its capacity as an Unsecured Creditor of SOC pursuant to the Interim

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	Distributions, which as at the Latest Practicable Date is estimated to be 0.48% based on the Current Admitted Debts
"SIC"	: Securities Industry Council of Singapore
"SIC Conditions"	: The conditions imposed by the SIC to which the Whitewash Waiver is subject, details of which are set out in Section 8.2 of this Circular
"SOC"	: Swiber Offshore Construction Pte. Ltd. (Judicial Managers Appointed), a wholly-owned subsidiary of the Company
"Statement of Proposals"	: The statement of proposals to creditors dated 1 February 2021 issued by the Judicial Managers in relation to SHL and SOC
"Subscriber Shares"	: All of the issued shares in New Swiber held by the Company on New Swiber Closing (excluding the Creditors Shares, the Key Management and Professional Shares and the Shareholders New Swiber Shares)
"Subsequent Creditors Shares Transfers"	: Any subsequent transfer(s) by SHL and/or SOC, following the New Swiber Closing, of any Undistributed Creditors Shares to any Affected Participating Unsecured Creditors (for eg. when there is no longer any administrative difficulty or where there are no longer any Relevant Restrictions against the offering of the Creditors Shares to such Affected Participating Unsecured Creditors)
"Subsequent Professionals Shares Transfers"	: Any subsequent transfer(s) by SHL, following the New Swiber Closing, of any Professionals Shares to the Professional Services Provider(s)
"Substantial Shareholder"	: A person who: <ul style="list-style-type: none"> (a) has an interest or interests in one (1) or more voting Shares in the Company; and (b) the total votes attached to that Share, or those Shares, is not less than 5% of the total votes attached to all the voting Shares in the Company
"Swiber Employee Share Option Scheme"	: The employee share option scheme of the Company
"S\$" or "SGD"	: Singapore dollars
"Terms of the Escrow"	: Terms relating to how the Escrow Amount is to be dealt with, as agreed between the Company, New Swiber and Rawabi under the Investment Agreement
"Thang Uy"	: Thang Uy Energy Co., Ltd., a Vietnam-based energy development company focused on developing LNG to power projects, LNG logistics, coal supply and trading solutions in Vietnam
"Transfer Assets"	: The assets of the Group to be transferred to the New Swiber Group pursuant to the Internal Restructuring prior to New Swiber Closing, comprising:

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		(a)	the Assumed Employees;
		(b)	all the issued shares in (i) the Project Owner; and (ii) PAPE Engineering;
		(c)	the Transfer Contracts; and
		(d)	the 25,000 ordinary shares in Holmen Heavylift held by the Company, which constitute 25% of the total issued shares in Holmen Heavylift as at the Latest Practicable Date
"Transfer Consideration"	Assets	:	The aggregate consideration payable by New Swiber to SHL for the Transfer Assets on completion of the Internal Restructuring
"Transfer Contracts"		:	Certain contracts entered into by the Project Owner and PAPE Engineering, as well as by SHL and SOC, as agreed between the Company and Rawabi
"Undistributed Shares"	Creditors	:	Any Creditors Shares which cannot be transferred to Affected Participating Unsecured Creditors due to any administrative reasons and/or Relevant Restrictions
"Undistributed Professionals Shares"		:	Any Professionals Shares which for any reason are not transferred to the Professional Services Providers pursuant to the Subsequent Professionals Shares Transfers
"Undistributed Shareholders New Swiber Shares"		:	Any Shareholders New Swiber Shares which cannot be issued to the Foreign Shareholders at New Swiber Closing due to prohibitions or restrictions against the offering of New Swiber Shares in jurisdictions other than Singapore or to other Existing Shareholders due to administrative reasons
"Unsecured Creditors"		:	The (a) unsecured creditors of SHL and SOC (excluding the Excluded Creditors) and (b) secured creditors of SHL and SOC but only in respect of the unsecured debts owing to such secured creditors which are in excess of the value of or amount realised from their security
"Unsecured Creditors Net Proceeds Distribution"	Net	:	The sale (if any) by SHL and/or SOC (as the case may be) of any of the Undistributed Creditors Shares, and the distribution of the net proceeds from such sale to the Affected Participating Unsecured Creditors
"Unsecured Creditors' Partial Debts Settlement"	Creditors'	:	The partial settlement of the Participating Debts of each Participating Unsecured Creditor to the extent of an ascribed amount as determined by the Judicial Managers, or (where applicable) such other higher amount as may be determined based on the net proceeds in the Unsecured Creditors Net Proceeds Distribution, where such net proceeds exceed the abovementioned ascribed amount, upon effecting the Creditors Shares Distribution
"Unsecured Creditors Settlement Amount"	Creditors	:	The maximum aggregate ascribed amount which will be partially settled out of the Participating Debts of the Participating Unsecured Creditors by way of the Unsecured Creditors' Partial Debts Settlement, which as at the Latest Practicable Date is envisaged by the Judicial Managers to be approximately (but shall not exceed) US\$35 million (being 14% of the 100% Implied Equity Value of US\$250 million)

DEFINITIONS

"US\$" or "USD" and "US cents"	:	United States dollars and cents respectively
"VHL"	:	Vallianz Holdings Limited
"Vietnam Project"	:	The project for the development, construction and operation of the LNG Power Plant Facility, which is currently envisaged to be undertaken in three (3) phases with each phase involving the development, construction and operation of one (1) LNG-to-power plant, as well as shared infrastructure including, among others, receiving terminal, FSRU and switchyard in the first phase
"Vietnam Project Partners"	:	Collectively, Rawabi and Thang Uy
"Vietnam Project PPA"	:	The power purchase agreement envisaged to be entered into between the special purpose vehicle to be established by the JV Parties to act as the developer for the Vietnam Project and the relevant Vietnamese authorities in relation to the purchase and dispatch of electrical power generated from the LNG Power Plant Facility developed as part of the Vietnam Project, subject to the terms thereof being agreed between them
"Vietnam Project SHA"	:	The definitive shareholders' agreement to be negotiated and entered into between the Project Owner and Thang Uy pursuant to the HOTA, in respect of the special purpose vehicle to be established by them in the event that the consortium formed by Project Owner and Thang Uy is nominated as the developer of the Vietnam Project
"Whitewash Resolution"	:	The resolution to be approved by way of a poll by a majority of the Independent Shareholders present and voting at the EGM to waive their rights to receive a mandatory general offer under Rule 14 of the Code from Rawabi arising from the Investor Subscription Shares which Rawabi will receive as a result of the New Swiber Investment in connection with the Proposed Disposal, as set out in the Notice of EGM which is set out on pages N-1 to N-4 of this Circular
"Whitewash Waiver"	:	The waiver granted by the SIC of the obligations of Rawabi to make a mandatory general offer for New Swiber pursuant to Rule 14 of the Code as a result of the transactions contemplated under the Proposed Disposal, subject to the satisfaction of the SIC Conditions, details of which are set out in Section 8.2 of this Circular
"%" or "per cent"	:	percentage or per centum

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 same meaning ascribed to it in Section 5 of the Companies Act.

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 genders and vice versa. References to persons shall, where applicable, include firms, corporations and other entities.

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Any reference in this Circular to any statute or enactment is a reference to that statute or enactment as for the time being amended or re-enacted up to the Latest Practicable Date. Any term defined under the Companies Act, the SFA, the Listing Manual, the Code or any modification thereof and used in this Circular shall, where applicable, have the same meaning ascribed to it under the Companies Act, the SFA, the Listing Manual, the Code or any modification thereof, as the case may be, unless otherwise provided.

Any reference to a time of day or date in this Circular shall be a reference to a time of day or date, as the case may be, in Singapore, unless otherwise stated.

Any discrepancies in figures in this Circular between the amounts stated and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures which precede them. Where applicable, figures and percentages are rounded to the nearest two (2) decimal places.

Any reference to a website or any website directly or indirectly linked to such websites in this Circular is not incorporated by reference into this Circular and should not be relied upon.

CAUTIONARY NOTE ON FORWARD LOOKING STATEMENTS

Certain statements in this Circular constitute "forward-looking statements". All statements (other than statements of historical facts) contained in this Circular, statements made in public announcements, press releases and oral statements that may be made by SHL, SOC, the Judicial Managers, any New Swiber Group Company or their respective directors, officers or employees acting on their behalf, including without limitation those regarding New Swiber Group's or any New Swiber Group Company's expected or future revenue, income, earnings, costs and expenses, cash flows, profit forecasts and projections, financial position, operating results, business strategy and plans, objectives of management for future operations (including development plans), business opportunities, future projects, future plans, and future prospects of the New Swiber Group's industry, constitute "forward-looking statements". Forward-looking statements generally can be identified by the use of forward-looking terminology, such as "envisage", "anticipate", "believe", "could", "seek", "estimate", "expect", "forecast", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "will" and "would" and similar terms and phrases.

Such forward-looking statements and financial information are based on numerous assumptions, including those set out in the Liquidation Analysis in Appendix B of this Circular, the pro forma financial statements of New Swiber Group in Appendix D of this Circular and the key assumptions for the Vietnam Project set out in Appendix F of this Circular, which assumptions may be based on information extracted from various market and industry sources as well as publicly available information and industry publications, which the Judicial Managers and the Directors have not independently verified. As such forward-looking statements, financial information and assumptions reflect current views concerning future events, these statements, information and assumptions necessarily involve risks, uncertainties and assumptions. Given the risks (both known and unknown), uncertainties and other factors that may cause the New Swiber Group's or any New Swiber Group Company's actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements, financial information and assumptions in this Circular, undue reliance must not be placed on these statements, financial information or assumptions. Neither SHL, SOC, the Judicial Managers, any New Swiber Group Company, their respective directors, officers or employees nor any other person represents or warrants that the New Swiber Group's or any New Swiber Group Company's actual future results, performance or achievements will be as discussed in those forward-looking statements, financial information and assumptions.

Further, each of SHL, SOC, the Judicial Managers, the New Swiber Group Companies and their respective directors disclaim any responsibility, and undertake no obligation, to update any of those forward-looking statements, financial information or assumptions or publicly announce any revisions to those forward-looking statements, financial information or assumptions to reflect any change in the expectations of SHL, SOC, the Judicial Managers, the New Swiber Group Companies and/or their respective directors with regard thereto or to reflect any future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future, subject to compliance with any applicable laws and regulations and/or rules of any regulatory or supervisory body or agency.

LETTER TO SHAREHOLDERS

SWIBER HOLDINGS LIMITED (JUDICIAL MANAGERS APPOINTED)

(Company Registration No. 200414721N)
(Incorporated in the Republic of Singapore)

Board of Directors:

Raymond Kim Goh (*Executive Chairman*)
John F. Swinden (*CEO and Group President*)
Oon Thian Seng (*Independent Non-Executive Director*)

Registered Office:

12 International Business Park
Swiber@IBP #01-05
Singapore 609920

Judicial Managers:

Bob Yap Cheng Ghee
Tay Puay Cheng
Ong Pang Thye
c/o KPMG Services Pte. Ltd.

16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

11 April 2022

To: The Shareholders of Swiber Holdings Limited (Judicial Managers Appointed)

Dear Sir/Madam

- (1) **THE PROPOSED DISPOSAL OF PART OF THE COMPANY'S INTEREST IN NEW SWIBER (AS DEFINED HEREIN) PURSUANT TO THE SHARE TRANSFER (AS DEFINED HEREIN) IN CONJUNCTION WITH THE PROPOSED ISSUANCE BY NEW SWIBER OF THE INVESTOR SUBSCRIPTION SHARES (AS DEFINED HEREIN), THE CREDITORS SHARES (AS DEFINED HEREIN) (OTHER THAN THE GROUP ALLOCATED CREDITORS SHARES (AS DEFINED HEREIN)), THE KEY MANAGEMENT AND PROFESSIONAL SHARES (AS DEFINED HEREIN) AND THE SHAREHOLDERS NEW SWIBER SHARES (AS DEFINED HEREIN), IN CONNECTION WITH THE NEW SWIBER INVESTMENT (AS DEFINED HEREIN) (THE "PROPOSED DISPOSAL")**
- (2) **THE PROPOSED WHITEWASH RESOLUTION FOR THE WAIVER BY INDEPENDENT SHAREHOLDERS OF THEIR RIGHTS TO RECEIVE A MANDATORY GENERAL OFFER FROM RAWABI HOLDING COMPANY LIMITED AS A RESULT OF THE TRANSACTIONS CONTEMPLATED UNDER THE PROPOSED DISPOSAL**

1. INTRODUCTION

1.1. Background on the Company

- 1.1.1. The Company was incorporated in Singapore on 12 November 2004 and was admitted to the Official List of the Main Board of the SGX-ST on 8 November 2006. The Group is engaged in the core business of the provision of global engineering, procurement, installation and construction services.
- 1.1.2. On 27 July 2016, the Company requested for a trading halt on the trading of its Shares on the Main Board of the SGX-ST. On the same day, the Company announced that it had on 27 July 2016 made an application pursuant to Section 254(1)(e) of the Companies Act, to wind up the Company, and that the Company had filed an application to place the Company in provisional liquidation. The High Court of Singapore had on the same day appointed Mr Cameron Lindsay Duncan and Ms Muk Siew Peng, care of KordaMentha Pte Ltd, as the joint and several provisional liquidators of the Company (the "**Provisional Liquidators**"). The Shares were subsequently suspended from trading on 28 July 2016.

LETTER TO SHAREHOLDERS

- 1.1.3. On 29 July 2016, the Company announced that the board of directors of the Company and the Provisional Liquidators had discussions with the Company's major financial creditor, who indicated that it was supportive of an application for the Company to place itself into judicial management instead of liquidation. Accordingly, the Company and SOC had on 29 July 2016 taken out applications to place both the Company and SOC under judicial management and interim judicial management. As a consequence, the Company applied to discharge the provisional liquidation order and to withdraw the winding up application made on 27 July 2016.
- 1.1.4. On 3 August 2016, the Company announced that by an order of the High Court of Singapore on 2 August 2016, the Company and SOC were placed under interim judicial management and Messrs Bob Yap Cheng Ghee, Tay Puay Cheng and Ong Pang Thye, all care of KPMG Services Pte. Ltd., were appointed as the joint and several interim judicial managers of the Company and SOC (the "**Interim Judicial Managers**"). As such, the application to discharge the Provisional Liquidators was granted and leave was granted for the Company to withdraw its winding up application.
- 1.1.5. Subsequently on 6 October 2016, the Company announced that by orders of the High Court of Singapore on 6 October 2016, the Company and SOC had been placed under judicial management and the Interim Judicial Managers had been appointed as the joint and several judicial managers of the Company and SOC. Thereafter, the Company had on 1 December 2016, 10 July 2017, 13 October 2017, 29 March 2018, 26 November 2018, 20 December 2019, 14 January 2020, 30 April 2020, 26 June 2020, 23 December 2020, 15 January 2021, 29 June 2021 and 2 December 2021 announced various subsequent extensions of the judicial management period for the Company and SOC granted by the High Court of Singapore. Subsequently on 13 January 2022, the Company announced that at a hearing fixed on 13 January 2022 for the applications filed with the High Court of Singapore for a further extension of the judicial management period for the Company and SOC until 30 June 2022, the High Court of Singapore granted the extension of the judicial management period for the Company and SOC until 30 June 2022.
- 1.1.6. Since their appointment, the Judicial Managers have been engaging with creditors, potential investors and other stakeholders, identifying and safeguarding property and assets, working to realise and dispose such assets, negotiating on ongoing projects, managing litigation matters and mapping out proposals for a restructured Group.
- 1.2. **Execution of Investment Agreement in relation to the New Swiber Investment**
- 1.2.1. On 28 December 2020, the Company entered into an investment agreement, which was amended and supplemented by a supplemental agreement dated 6 April 2022 (such investment agreement as amended and supplemented by such supplemental agreement and as further amended and supplemented from time to time, the "**Investment Agreement**") with Rawabi Holding Company Limited ("**Rawabi**"), pursuant to which Rawabi will subscribe for new ordinary shares (the "**New Swiber Shares**") in the capital of a new wholly-owned subsidiary to be incorporated by the Company in Singapore ("**New Swiber**") (the "**Investor Subscription Shares**"), at an aggregate issue price of US\$10 million (the "**New Swiber Investment**").
- 1.2.2. Under the terms of the Investment Agreement, the Investor Subscription Shares will in aggregate constitute approximately (but not less than) 80% of New Swiber's enlarged total issued shares (taking into account the Creditors Shares (as defined below) to be issued pursuant to the Debt Restructuring (as defined below), the Key Management and Professional Shares (as defined below) and the Shareholders New Swiber Shares (as defined below)) immediately following the completion of the subscription of the Investor Subscription Shares (the "**New Swiber Closing**"). As at the Latest Practicable Date, it is envisaged that the Investor Subscription Shares will comprise 12,276,719,628 New Swiber Shares, which will constitute approximately 80% of New Swiber's enlarged total issued shares immediately following New Swiber Closing as described above. Further details relating to the share capital of New Swiber on New Swiber Closing are set out under Section 2.9.3 of this Circular.

LETTER TO SHAREHOLDERS

1.2.3. Under the Investment Agreement, the New Swiber Investment will be undertaken in connection with:

- (a) the proposed transfer of certain assets of the Group (the "**Transfer Assets**") to New Swiber and its subsidiaries (the "**New Swiber Group**", and each company within the New Swiber Group, a "**New Swiber Group Company**"), further details of which are set out in Section 2.3 of this Circular (the "**Internal Restructuring**");
- (b) the proposed restructuring of the certain unsecured debts owing by the Company and Swiber Offshore Construction Pte. Ltd. (Judicial Managers Appointed), a wholly-owned subsidiary of the Company ("**SOC**") to their respective Unsecured Creditors, where, pursuant to the terms of a statement or statements of proposal in accordance with applicable laws, the Creditors Shares to be issued at New Swiber Closing will be allocated for the benefit of the Unsecured Creditors (the "**Debt Restructuring**"), further details of which are set out in Section 2.4 of this Circular;
- (c) the proposed transfer of all of the issued shares in New Swiber held by the Company and/or any Group Company on New Swiber Closing (excluding the Creditors Shares, the Key Management and Professional Shares and the Shareholders New Swiber Shares) (the "**Subscriber Shares**") to Rawabi at an aggregate consideration of US\$1.00, on New Swiber Closing ("**Share Transfer**"), further details of which are set out in Section 5.2.2(a) of this Circular; and
- (d) the proposed issuance of the Creditors Shares, the Key Management and Professional Shares and the Shareholders New Swiber Shares, further details of which are set out in Sections 2.4.2, 2.4.4 and 2.5.1 of this Circular,

(the New Swiber Investment, the Internal Restructuring, the Debt Restructuring, the Share Transfer and the proposed issuance of the Creditors Shares, the Key Management and Professional Shares and the Shareholders New Swiber Shares shall collectively be referred to as the "**Proposed Transactions**").

1.2.4. Pursuant to the Company's consultation with the SGX-ST, the SGX-ST has confirmed that as the Group will be disposing of part of its interest in New Swiber pursuant to the Share Transfer, in conjunction with the proposed issuance of the Investor Subscription Shares, the Creditors Shares (other than the Creditors Shares which will be allocated to any Group Company in its capacity as an Unsecured Creditor of SHL and/or SOC pursuant to the Interim Distributions (the "**Group Allocated Creditors Shares**")), the Key Management and Professional Shares and the Shareholders New Swiber Shares in connection with the New Swiber Investment (collectively, the "**Proposed Disposal**"), Rule 1007(2) of the Listing Manual is applicable to Proposed Disposal, which constitutes a "major transaction" under Rule 1014 of the Listing Manual and is therefore subject to the approval of the Shareholders. Further details of the Company's consultation with the SGX-ST are set out in Section 5.1 of this Circular.

1.2.5. Information on Rawabi

Shareholders should note that information relating to Rawabi in this Section and elsewhere in this Circular was provided by Rawabi. Neither the Company, the Directors nor the Judicial Managers have independently verified the accuracy, correctness and completeness of such information.

- (a) Rawabi is a company incorporated in the Kingdom of Saudi Arabia. The group comprising Rawabi and its subsidiaries is a substantial energy services player in Saudi Arabia which has a total of 23 business units and joint ventures as at the Latest Practicable Date.
- (b) Rawabi is helmed by Sheikh Abdulaziz Ali AlTurki, who has been the chairman of the Rawabi group since November 1998. The key management of the Rawabi group comprises experienced veterans in their respective fields.

LETTER TO SHAREHOLDERS

- (c) Rawabi does not hold any Shares or instruments convertible into, rights to subscribe for and options in respect of Shares, directly or indirectly, in the Company, and does not have any connection (including business relationships) with any Director or Substantial Shareholder of the Company.

1.2.6. Please refer to Section 2 of this Circular for further details on the Proposed Transactions and the Proposed Disposal.

1.3. **Proposed Investment of up to US\$190 million in the Project Owner**

1.3.1. In addition to the New Swiber Investment, Rawabi has undertaken under the Investment Agreement to invest up to US\$190 million in Equatoriale Energy Pte. Ltd., a wholly-owned subsidiary of the Company (the "**Project Owner**") (which will be transferred to the New Swiber Group pursuant to the Internal Restructuring) on such terms and subject to such conditions to be discussed and agreed on the basis of certain key terms set out in the Investment Agreement (as further described in Section 2 of this Circular) and to be set out in such definitive agreements to be entered into in relation to such investment as may be appropriate (the "**Project Investment**", and together with the New Swiber Investment, the "**Proposed Investments**").

1.3.2. Please refer to Section 3 of this Circular for further details on the proposed Project Investment.

1.4. **Creditors' Approval**

At the meeting of the creditors of SHL and SOC which was held on 23 February 2021, the Judicial Managers' statement of proposals to creditors dated 1 February 2021 in relation to SHL and SOC ("**Statement of Proposals**"), which included the implementation of a restructuring proposal in relation to the Proposed Investments was approved by a majority in number and value of the creditors of SHL and SOC present and voting at such meeting. The restructuring proposal as defined in the Statement of Proposals ("**Restructuring Proposal**") refers to the Judicial Managers' proposal to restructure the debts of the Unsecured Creditors of SHL and SOC based on and arising from the Investment Agreement, including all related transactions which the Judicial Managers deem necessary for the purposes of such restructuring. Under the Statement of Proposals, it specifically includes:

- (a) the transactions contemplated under the Investment Agreement, including without limitation:
 - (i) the Proposed Investments, further details of which are set out in Sections 2 and 3 of this Circular;
 - (ii) the Internal Restructuring, further details of which are set out in Section 2.3 of this Circular;
 - (iii) the Debt Restructuring, further details of which are set out in Section 2.4 of this Circular; and
 - (iv) the issuance of the Key Management and Professional Shares and the Shareholders New Swiber Shares, further details of which are set out in Sections 2.4.4 and 2.5.1 of this Circular; and
- (b) the allocation of Creditors Shares for the benefit of SHL and SOC's Unsecured Creditors, at approximately 12.2% and 1.8% respectively, of New Swiber's enlarged total issued shares immediately following New Swiber Closing, further details of which are set out in Section 2.3.6(a) of this Circular.

1.5. **Whitewash Waiver**

1.5.1. Pursuant to Rule 14.1 of the Code, except with the SIC's consent, where any person acquires,

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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) carry 30% or more of the voting rights of a company, such person will be required to make a mandatory general offer for all the shares not already owned or controlled by them.

- 1.5.2. General Principle 1 of the Code states, among other things, that persons engaged in take-over or merger transactions must observe both the spirit and precise wording of the general principles and rules of the Code. The general principles and the spirit of the Code will apply in areas not explicitly covered by any rules of the Code.
- 1.5.3. The SIC was consulted on the application of the Code to the New Swiber Investment which will result in Rawabi holding approximately (but not less than) 80% of New Swiber's enlarged total issued shares immediately following New Swiber Closing. In particular, a confirmation was sought from the SIC that (i) the Code does not apply to New Swiber; and (ii) neither Rawabi, the Company nor New Swiber will have to observe the letter and spirit of the general principles and rules of the Code, in relation to the New Swiber Investment.
- 1.5.4. In the event that the SIC rules that the Code does apply to New Swiber or that Rawabi, the Company and New Swiber will have to observe the letter and spirit of the general principles and rules of the Code, in relation to the New Swiber Investment, further rulings were sought from the SIC that, subject to a Whitewash Waiver being granted, a mandatory general offer under Rule 14 of the Code need not be made by Rawabi and the parties acting in concert with it upon New Swiber Closing, and that they need not comply with the requirements of Rule 14 of the Code.
- 1.5.5. On 24 November 2021, the SIC:
- (a) ruled that the transactions contemplated under the Proposed Disposal will trigger a requirement for Rawabi to make a mandatory offer for New Swiber under Rule 14 of the Code; and
 - (b) granted the Whitewash Waiver, subject to the satisfaction of the SIC Conditions set out in Section 8.2 of this Circular.
- 1.5.6. In accordance with the above, the Company will be seeking the Independent Shareholders' approval of the Whitewash Resolution at the EGM. Please refer to Section 8 of this Circular for further details on the proposed Whitewash Resolution.

1.6. Purpose of this Circular

- 1.6.1. The purpose of this Circular is to provide the Shareholders with relevant information pertaining to:
- (a) the Proposed Transactions, including the Proposed Disposal, the rationale therefor and the financial effects thereof on the Group; and
 - (b) the proposed Whitewash Resolution,

and to seek Shareholders' approval for the ordinary resolution relating to the Proposed Disposal and the Whitewash Resolution to be tabled at the EGM, notice of which is set out in the Notice of EGM.

- 1.6.2. **Shareholders should note that Shareholders' approval of each of Resolution 1 (being the ordinary resolution relating to the Proposed Disposal) and Resolution 2 (being the Whitewash Resolution) is a Condition Precedent (as defined below) to the completion of the New Swiber Investment under the Investment Agreement. As such, in the event that Resolution 1 (being the ordinary resolution relating to the Proposed Disposal) and/or Resolution 2 (being the Whitewash Resolution) are not approved by the Shareholders and such Condition(s) Precedent are not waived in accordance with the Investment**

Agreement, the Proposed Transactions, including the Proposed Disposal, will not proceed.

1.7. Liquidation as an Alternative to Proposed Transactions

- 1.7.1. As mentioned above, the approval of the Company's Shareholders is required for both the ordinary resolution relating to the Proposed Disposal and the Whitewash Resolution. Shareholders have complete freedom of choice when voting on the ordinary resolution relating to the Proposed Disposal and the Whitewash Resolution at the EGM. **However, if either or both of such resolutions are not approved by the Shareholders at the EGM, the Proposed Transactions will not proceed and in the absence of any successful restructuring of SHL, the likely outcome for SHL would be liquidation.**

Such a liquidation process would be to the detriment of SHL and all stakeholders and would be expected to leave no value for Shareholders (as detailed in the Liquidation Analysis set out in Appendix B of this Circular). By contrast, the proposed restructuring pursuant to the Proposed Transactions, including without limitation the issuance of the Shareholders New Swiber Shares, is intended to offer value to Shareholders. Further details relating to the rationale for the Proposed Transactions are set out under Section 4 of this Circular.

- 1.7.2. Based on the Current Admitted Debts (as defined in Section 5.2.1 of this Circular) in respect of SHL, the admitted debts of SHL filed with the Judicial Managers for purposes of voting at the meeting of the creditors of SHL and SOC held on 23 February 2021 which debts were previously adjudicated based on a cut-off date of 6 October 2016 (being the date of appointment of the Judicial Managers as the judicial managers of SHL and SOC) ("**JM Appointment Date**") amounted to an aggregate of approximately US\$1.08 billion. There are several factors which would impact stakeholders' recoveries in a liquidation of SHL:

- (a) the quality and saleability of assets on the balance sheet;
- (b) the complexity due to the size of the Group and the various jurisdictions of its operations;
- (c) the ability of the liquidator to gain access to funding to facilitate an orderly winding-up;
- (d) the amount of time given by, and cooperation from, creditors and counterparties to organise asset sales in an orderly manner and at maximum value;
- (e) the costs incurred in the liquidation process; and
- (f) any potential claims from counterparties.

- 1.7.3. Based on the Liquidation Analysis set out in Appendix B of this Circular, in a liquidation of SHL, the Unsecured Creditors of SHL would very likely receive **NIL** recovery from the unencumbered assets of SHL after taking into consideration secured creditors' claims and the costs and expenses of the judicial management of SHL. Accordingly, it would be very likely that the Shareholders of SHL, who rank after the Unsecured Creditors in accordance with the priority set out in section 203 of the IRDA, would receive **NIL** recovery in a liquidation of SHL. Please refer to Appendix B of this Circular for further details.

- 1.7.4. Shareholders should take the Liquidation Analysis into consideration when evaluating the Proposed Disposal and the Proposed Transactions, particularly given that the Proposed Disposal and the Proposed Transactions are intended to offer value to Shareholders in the New Swiber Group, whereas in a liquidation of SHL, Shareholders are unlikely to receive any recoveries.

- 1.7.5. For the Unsecured Creditors of SHL and SOC, it is envisaged by the Judicial Managers that the Restructuring Proposal (which includes the Proposed Transactions, and further details of which are set out in Section 1.4 of this Circular), if implemented, allows such Unsecured Creditors the opportunity to recover part of their outstanding debts owing by SHL or SOC (as

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the case may be) as at the JM Appointment Date as compared to what such Unsecured Creditors are likely to receive in a liquidation of SHL or SOC (as the case may be), which is:-

- (a) in the case of a liquidation of SHL, based on the Liquidation Analysis in respect of SHL set out in Appendix B of this Circular, the Unsecured Creditors of SHL would very likely receive **NIL** recovery from the unencumbered assets of SHL after taking into consideration secured creditors' claims and the costs and expenses of the judicial management of SHL; and
- (b) in the case of a liquidation of SOC, based on the liquidation analysis presented in respect of SOC as set out in paragraph 11.3 of the Statement of Proposals, the Unsecured Creditors of SOC would very likely receive **NIL** recovery from the unencumbered assets of SOC after taking into consideration secured creditors' claims and the costs and expenses of the judicial management of SOC.

1.8. Risk Factors

In considering whether to vote in favour of the Proposed Disposal, Shareholders should carefully consider the risks associated with the Proposed Disposal, and in the case of the New Swiber Group, the business and the industry in which it will operate, together with all other information set out in this Circular, including in particular the risk factors described in Appendix C of this Circular. Such risks described in Appendix C of this Circular are not exhaustive and are not the only ones that New Swiber Group may face. Additional risks known or that are currently deemed immaterial may also adversely affect New Swiber Group.

Shareholders who are in any doubt as to the course of action they should take should consult their stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

1.9. Legal Adviser

Rajah & Tann Singapore LLP is the legal adviser to the Company as to Singapore law in relation to the Proposed Transactions, the Proposed Disposal and the Whitewash Waiver.

2. THE PROPOSED TRANSACTIONS AND THE PROPOSED DISPOSAL

2.1. Details of the Proposed Transactions and the Proposed Disposal, together with other salient terms under the Investment Agreement, are set out below.

2.2. Incorporation of New Swiber

- 2.2.1. As at the Latest Practicable Date, New Swiber has not been incorporated. Upon obtaining Shareholders' approval for the Proposed Disposal and the proposed Whitewash Resolution and prior to the commencement of the Internal Restructuring, SHL will incorporate New Swiber for the purposes of the New Swiber Investment and New Swiber will remain as a wholly-owned subsidiary of SHL until New Swiber Closing. Further salient information relating to New Swiber is set out in Section 2.10 of this Circular.
- 2.2.2. New Swiber and/or any of its subsidiaries to be incorporated (if any) will then acquire the Transfer Assets from the Group, pursuant to the Internal Restructuring prior to New Swiber Closing.
- 2.2.3. Following the incorporation of New Swiber, New Swiber will agree and accede to the terms of the Investment Agreement, and those relating to its obligations thereunder.
- 2.2.4. The rationale for the incorporation of New Swiber and the Internal Restructuring is to give effect to Rawabi's intention to invest into a member of the Group with a sustainable capital structure on which to rebuild part of the Group's business and simultaneously diversify into the power business.

2.3. **Internal Restructuring**

Transfer Assets

2.3.3. Following the incorporation of New Swiber, the Investment Agreement contemplates that there will be a transfer of the Transfer Assets by the Group to the New Swiber Group pursuant to the Internal Restructuring prior to New Swiber Closing. The Transfer Assets will comprise:

- (a) certain employees of the Group as agreed between the Company and Rawabi (the "**Assumed Employees**");
- (b) all the issued shares in the Project Owner and PAPE Engineering Pte Ltd ("**PAPE Engineering**");
- (c) the 25,000 ordinary shares in Holmen Heavylift Offshore Pte. Ltd. ("**Holmen Heavylift**") currently held by the Company (representing 25% of the total issued shares in Holmen Heavylift as at the Latest Practicable Date) ("**Holmen Heavylift Shares**"); and
- (d) certain contracts entered into by the Project Owner and PAPE Engineering, as well as by SHL and SOC, as agreed between the Company and Rawabi (the "**Transfer Contracts**").

The Transfer Assets comprise (i) all of the Group's subsidiaries involved in the business of providing engineering services under the Group's offshore and engineering division and in the Group's power and infrastructure division as at the Latest Practicable Date; and (ii) all of the contracts and staff and key management which are relevant for the operations of the business of providing engineering services under Group's offshore and engineering division and of the Group's power and infrastructure division as at the Latest Practicable Date.

Corporate information on the entities which are part of the Transfer Assets

2.3.4. As at the Latest Practicable Date:

- (a) the Project Owner is a wholly-owned subsidiary of the Company which was incorporated in Singapore in June 2018. It has an issued and paid-up share capital of S\$10,000, consisting of 10,000 issued and fully paid ordinary shares which are held by SHL;
- (b) PAPE Engineering is a wholly-owned subsidiary of the Company which was incorporated in Singapore in March 2008. It has an issued and paid-up share capital of US\$100,000, consisting of 100,000 issued and fully paid ordinary shares which are held by Equatoriale International Pte. Ltd., a wholly-owned subsidiary of SHL; and
- (c) Holmen Heavylift is a company incorporated in Singapore in August 2011. It has an issued and paid-up share capital of US\$100,000, consisting of 100,000 issued and fully paid ordinary shares, of which (i) 25,000 ordinary shares (being the Holmen Heavylift Shares) are held by SHL, (ii) 1 ordinary share is held by Vallianz Holdings Limited ("**VHL**") and (iii) 74,999 ordinary shares are held by Vallianz International Pte Ltd, a wholly-owned subsidiary of VHL.

2.3.5. Specifically, as at the Latest Practicable Date, it is contemplated that the transfer of the Transfer Assets will be effected as follows:

- (a) in respect of the Assumed Employees:
 - (i) for those who are currently employed by Group Companies which will not form part of the New Swiber Group following the Internal Restructuring, it is contemplated that the employment contracts between such Assumed

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Employees and such Group Companies will be terminated and new employment contracts will be entered into between such Assumed Employees and the relevant New Swiber Group Company on completion of the Internal Restructuring. As it is not practicable to ascribe a value to such Assumed Employees, there will be no consideration payable by the New Swiber Group to the Group for the transfer of such Assumed Employees to the New Swiber Group. As such Assumed Employees currently employed by Group Companies which will not form part of the New Swiber Group will be required to declare that they have no outstanding claims against the relevant Group Companies and/or waive any claims which they may have against the relevant Group Companies as part of the transfer process, save for any accrued salary and/or benefits arising in the ordinary course of their employment, such Group Companies are not expected to pay any termination costs in respect of the employment of such Assumed Employees; and

- (ii) for those who are currently employed by the Project Owner and PAPE Engineering, which entities will be transferred to the New Swiber Group pursuant to the Internal Restructuring (as described in Section 2.3.5(b) of this Circular below), these Assumed Employees will continue to be so employed by Project Owner and PAPE Engineering following completion of the Internal Restructuring;
- (b) in respect of all the issued shares in the Project Owner and the Holmen Heavylift Shares (which are currently held by SHL), and all the issued shares in PAPE Engineering (which are currently held Equatoriale International Pte. Ltd., a wholly-owned subsidiary of SHL, but will, prior to the commencement of the Internal Restructuring, be transferred to SHL), it is contemplated that:
 - (i) all the issued shares in the Project Owner will be transferred by SHL to New Swiber at a nominal consideration of US\$1.00 payable by New Swiber to SHL;
 - (ii) all the issued shares in PAPE Engineering will be transferred by SHL to New Swiber at a nominal consideration of US\$1.00 payable by New Swiber to SHL; and
 - (iii) the Holmen Heavylift Shares will be transferred by SHL to New Swiber at a nominal consideration of US\$1.00 payable by New Swiber to SHL.

For each of the share transfers referred to in Sections 2.3.5(b)(i), (ii) and (iii) of this Circular above, the nominal consideration of US\$1.00 was arrived at after taking into consideration that the Project Owner, PAPE Engineering and its subsidiaries and Holmen Heavylift and its subsidiaries, each has a negative net asset value, as follows:-

- (aa) (in respect of the Project Owner) based on its unaudited financial statements for the three (3) months ended 31 December 2021 (the "**Relevant Quarter**"), Project Owner has a negative net asset value of US\$1,658,139 as at 31 December 2021;
 - (bb) (in respect of the PAPE Engineering) based on its unaudited proforma consolidated financial statements for the Relevant Quarter, PAPE Engineering and its subsidiaries have a negative net asset value of US\$5,006,598 as at 31 December 2021; and
 - (cc) (in respect of Holmen Heavylift) based on its unaudited consolidated financial statements for the Relevant Quarter, Holmen Heavylift and its subsidiaries have a negative net asset value of US\$95,608,278 as at 31 December 2021,

(the unaudited financial statements referred to above being, collectively, the "**Relevant Quarter Accounts**");

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- (c) in respect of the Transfer Contracts:
- (i) for those which are entered into by SHL or SOC alone, as such Transfer Contracts as at the Latest Practicable Date relate to the provision of insurances and professional corporate services and are not material contracts, it is contemplated that they will either be novated by SHL or SOC (as the case may be) to a New Swiber Group Company, or the relevant New Swiber Group Company will enter into fresh contracts relating to such insurances and professional corporate services directly with the insurance provider(s) or service provider(s) (as the case may be), on completion of the Internal Restructuring. As it is not practicable to ascribe a value to such Transfer Contracts, given that they relate to the provision of insurances and professional corporate services and are not revenue-generating contracts, there will be no consideration payable by the New Swiber Group to SHL or SOC (as the case may be) for the transfer (if any) of such Transfer Contracts to the New Swiber Group; and
 - (ii) for those which are entered into by the Project Owner and PAPE Engineering, which entities will be transferred to the New Swiber Group pursuant to the Internal Restructuring, these contracts will continue to remain with the Project Owner and PAPE Engineering following completion of the Internal Restructuring.

2.3.6. In view of the above, as at the Latest Practicable Date, it is contemplated that the aggregate consideration payable by New Swiber to SHL for the Transfer Assets on completion of the Internal Restructuring (the "**Transfer Assets Consideration**") will be an aggregate amount of US\$3.00, which comprises the nominal consideration amounts payable by New Swiber to SHL as stated in Sections 2.3.5(b)(i) to (iii) of this Circular above. It is further contemplated that the Transfer Assets Consideration will remain owing by New Swiber to SHL from the completion of the Internal Restructuring up to New Swiber Closing, where the Transfer Assets Consideration will be fully settled by way of New Swiber issuing on New Swiber Closing, an aggregate of 2,378,614,427 New Swiber Shares (which will in aggregate constitute approximately (but shall not exceed) 15.5% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing), of which:

- (a) 2,148,425,934 New Swiber Shares, which will in aggregate constitute approximately 14% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing, will be issued to and held by the Company and SOC as bare trustees for the Unsecured Creditors of SHL and SOC respectively ("**Creditors Shares**"), of which:
 - (i) 1,872,199,743 Creditors Shares, being approximately 12.2% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing, will, at New Swiber Closing, be issued to SHL who will hold such Creditors Shares as a bare trustee for SHL's Unsecured Creditors; and
 - (ii) 276,226,191 Creditors Shares, being approximately 1.8% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing, will, at New Swiber Closing, be issued to SOC who will hold such Creditors Shares as a bare trustee for SOC's Unsecured Creditors,

in each case to be dealt with in accordance with the arrangements described under Section 2.4 of this Circular.

The above allocation of 12.2% and 1.8% to the Unsecured Creditors of SHL and SOC respectively was presented in the Statement of Proposals, which was announced by the Company on 1 February 2021, for the creditors' approval, and such allocation was approved by the requisite majority in number and value of the creditors of SHL and SOC present and voting at the meeting of the creditors of SHL and SOC held on 23

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February 2021. Please see Section 2.4 of this Circular for more details relating to the Debt Restructuring; and

- (b) 230,188,493 New Swiber Shares, which will in aggregate constitute approximately 1.5% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing, will be allocated for the benefit of the providers of professional services (including judicial management, legal, accounting and other advisory services) to SHL and/or SOC ("**Professional Services Providers**") for the purposes of the partial satisfaction of the payment of their outstanding fees and expenses relating to the provision of professional services to SHL and/or SOC from the JM Appointment Date up to the expiry of the Judicial Management Orders ("**Professionals' Relevant Debts**") ("**Professionals Shares**"). Please see Section 2.4.4 of this Circular for more details in relation to the issuance of the Professionals Shares.
- 2.3.7. Subject to the above key considerations, the Transfer Assets will be transferred to the New Swiber Group on the terms and subject to the conditions of such transfer agreements to be finalised and executed between the relevant Group Company(ies) and the relevant New Swiber Group Companies prior to the commencement of the Internal Restructuring.
- 2.3.8. Appendix A to this Circular sets out, as at the Latest Practicable Date:
- (a) the group structure of the Group (1) prior to the Internal Restructuring and (2) immediately after the completion of the Internal Restructuring but prior to New Swiber Closing (see Figures 1 and 2 of Appendix A, respectively); and
 - (b) the group structure of the New Swiber Group immediately upon completion of the Internal Restructuring but prior to New Swiber Closing (see Figure 3 of Appendix A).
- 2.3.9. It is currently envisaged that following New Swiber Closing, the New Swiber Group will continue to operate (i) the business of providing engineering services, and (ii) the power and infrastructure business, as currently operated under the Group's offshore and engineering division and power and infrastructure division respectively, and the New Swiber Group will additionally have the opportunity to diversify into the LNG-to-power sector with the aim to become an innovative energy solutions provider with engineering capabilities across the power, oil and gas and marine sector.

Specifically, it is currently envisaged that under the New Swiber Group:

- (a) the Project Owner will continue to engage in the new power and infrastructure business previously carried out as part of the Group, with a focus on providing sustainable energy solutions and developing large-scale land based and small to mid-scale floating LNG-to-power projects in South East Asia. It is currently envisaged that the Project Owner will engage in the business of power generation through LNG, offering sustainable solutions to the LNG value chain. More specifically, it is currently envisaged that the Project Owner will be involved in the development, construction and operation of a project for the development, construction and operation of a LNG power plant facility to be constructed in Vietnam, that is currently envisaged to comprise three (3) LNG-to-power plants ("**LNG Power Plant Facility**") to be undertaken in three (3) phases with each phase involving the development, construction and operation of one (1) LNG-to-power plant, as well as shared infrastructure including among others, receiving terminal, FSRU and switchyard in the first phase (the "**Vietnam Project**"), whilst looking for additional opportunities to develop land-based and floating LNG-to-power solutions in South East Asia. Please see Section 3.5 to 3.11 of this Circular for more details in relation to the Vietnam Project;
- (b) PAPE Engineering will continue to engage in the provision of engineering services (including specialist engineering consultancy services to third party clients) previously carried out as part of the Group, with its established track record of providing offshore infrastructure solutions, offshore construction engineering services, marine project

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solutions, power and infrastructure solutions and innovative LNG solutions such as floating LNG power plant and barge type FSRU. As at the Latest Practicable Date, (i) PAPE Engineering remains heavily involved in the engineering and techno-commercial aspects of the development of the first phase of the Vietnam Project, and (ii) its subsidiaries, namely PAPE Engineering Sdn Bhd and PT PAPE Indonesia, are dormant and not engaged in any business operations. It is currently envisaged that PAPE Engineering will continue to provide significant support to the power and infrastructure business of New Swiber Group in relation to the Vietnam Project, whilst continuing to deliver bespoke and turnkey solutions to its established clients comprising several national and international oil companies and large oil and gas contractors; and

- (c) Holmen Heavylift, as an associated company of New Swiber, together with its subsidiaries, Holmen Arctic Pte Ltd, Holmen Atlantic Pte Ltd and Holmen Pacific LLC, are expected to continue engaging in their existing businesses of investment holding and vessel chartering.

2.4. Debt Restructuring

The Debt Restructuring is proposed to be effected as follows:-

Pursuant to a creditors' statement of proposals

- 2.4.1. The Debt Restructuring contemplates the proposed restructuring of certain existing unsecured debts owing by SHL and SOC to their respective Unsecured Creditors (as defined below).

"Unsecured Creditors" refer to:

- (a) the unsecured creditors of SHL and SOC (excluding the Excluded Creditors (as defined in Section 2.4.4 of this Circular below)); and
- (b) secured creditors of SHL and SOC but only in respect of the unsecured debts owing to such secured creditors which are in excess of the value of or amount realised from their security.

- 2.4.2. For the Unsecured Creditors:

- (a) the Creditors Shares (which will in aggregate constitute approximately (but shall not exceed) 14% of New Swiber's enlarged total issued shares immediately following New Swiber Closing) to be issued by New Swiber at New Swiber Closing in satisfaction of part of the Transfer Assets Consideration payable by New Swiber to SHL (as described in Section 2.3.6 of this Circular above), will be issued at New Swiber Closing to and held by the Company and SOC as bare trustees for the Unsecured Creditors of SHL and SOC respectively;
- (b) as stated in Section 2.3.6(a) of this Circular, the creditors of SHL and SOC had granted their approval for the Creditors Shares to be allocated between the Unsecured Creditors of SHL and the Unsecured Creditors of SOC in the proportion of 12.2% and 1.8%, respectively. As further stated in Section 2.3.6(a) of this Circular, on the basis that the Creditors Shares will comprise 2,148,425,934 New Swiber Shares, 1,872,199,743 Creditors Shares (being approximately 12.2% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing) will be issued at New Swiber Closing to and held by the Company as a bare trustee for the Company's Unsecured Creditors and 276,226,191 Creditors Shares (being approximately 1.8% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing) will be issued at New Swiber Closing to and held by the SOC as a bare trustee for SOC's Unsecured Creditors;
- (c) the Judicial Managers however have no power to make any payment towards discharging any debts that SHL and/or SOC were subject to as at the JM Appointment

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Date, unless court sanction is granted pursuant to Section 227G(6) of the Companies Act or unless such payment is made pursuant to a court-sanctioned scheme of arrangement. Accordingly, the Judicial Managers had on 10 September 2021 applied to the High Court for leave to distribute the Creditors Shares to the Unsecured Creditors of SHL and SOC in the proportion set out in Section 2.3.6(a) of this Circular above, for the purposes of effecting the Unsecured Creditors' Partial Debts Settlement (as defined in Section 2.4.2(e)(iii) of this Circular below) (the "**Interim Distributions**") ("**Distribution Application**") and the High Court has on 8 November 2021 granted leave to the Judicial Managers to, amongst others, do all acts necessary to effect the Interim Distributions;

- (d) the Judicial Managers however envisage that it is unlikely for the Final Adjudication Process (as defined below) to be completed before New Swiber Closing. Accordingly, it is contemplated that all the Creditors Shares will be issued to SHL and SOC in the proportion of 12.2% and 1.8%, respectively, at New Swiber Closing, who will hold such Creditors Shares as bare trustees for SHL's Unsecured Creditors and SOC's Unsecured Creditors respectively, until such time that the Creditors Shares Distribution can take place;
- (e) with sanction for the Interim Distributions having been granted by the High Court:
 - (i) (aa) there will be a debt adjudication process where the Judicial Managers will adjudicate the relevant proofs of debt from the Unsecured Creditors solely for the purposes of the Interim Distributions (including the determination of the debts to be admitted for the purposes of the Interim Distributions and each Unsecured Creditor's entitlement to the Interim Distributions) (the "**Final Adjudication Process**"), and (bb) following the Final Adjudication Process, the Judicial Managers will, at such time to be determined by the Judicial Managers after New Swiber Closing, call for the Unsecured Creditors who wish to participate in the Interim Distributions in respect of their debts owing by SHL and/or SOC (as the case may be) as at the JM Appointment Date to indicate to the Judicial Managers that they wish to so participate ("**Participating Unsecured Creditors**");
 - (ii) thereafter, the Judicial Managers will proceed with the distribution of the Creditors Shares to the Participating Unsecured Creditors, where it is contemplated that:
 - (aa) for the Participating Unsecured Creditors (other than the Affected Participating Unsecured Creditors (as defined in Section 2.4.2(e)(ii)(bb) of this Circular below)), subject to their execution of such binding documentation in respect of the distribution and the Unsecured Creditors' Partial Debts Settlement (as referred to in Section 2.4.2(e)(iii) of this Circular below) as may be required by the Judicial Managers, SHL or SOC (as the case may be) will transfer to each of such Participating Unsecured Creditors such number of Creditor Shares which represents its pro-rata entitlement to the Creditors Shares based on its debts owing by SHL and/or SOC (as the case may be) which are admitted for purposes of the Interim Distributions ("**Participating Debts**") ("**Relevant Creditors Shares Transfers**"); and
 - (bb) for the Participating Unsecured Creditors where the Creditors Shares comprised in their respective pro-rata entitlement to the Creditors Shares cannot be transferred to them during such distribution due to any administrative reasons and/or any prohibitions or restrictions against the offering of the Creditors Shares in jurisdictions other than Singapore (the "**Relevant Restrictions**") ("**Affected Participating Unsecured Creditors**"), those Creditors Shares which cannot be transferred to them ("**Undistributed Creditors Shares**") will continue

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to be held by SHL or SOC (as the case may be) as a bare trustee for such Affected Participating Unsecured Creditors, pending:

- (1) any subsequent transfer(s) of the Undistributed Creditors Shares by SHL or SOC (as the case may be) to such Affected Participating Unsecured Creditors (for eg. when there is no longer any administrative difficulty or where there are no longer any Relevant Restrictions against the offering of the Creditors Shares to such Affected Participating Unsecured Creditors) ("**Subsequent Creditors Shares Transfers**"); and/or
- (2) the sale (if any) of the Undistributed Creditors Shares by SHL and/or SOC (as the case may be), and the distribution of the net proceeds from such sale to the Affected Participating Unsecured Creditors ("**Unsecured Creditors Net Proceeds Distribution**"),

as the case may be (the Relevant Creditors Shares Transfers, the Subsequent Creditors Shares Transfers and the Unsecured Creditors Net Proceeds Distribution, collectively, the "**Creditors Shares Distribution**").

- (iii) upon effecting the Creditors Shares Distribution, the Participating Debts of each Participating Unsecured Creditor will be partially settled to the extent of an ascribed amount as determined by the Judicial Managers, or (where applicable) such other higher amount as may be determined based on the net proceeds in the Unsecured Creditors Net Proceeds Distribution where such net proceeds exceed the abovementioned ascribed amount (the "**Unsecured Creditors' Partial Debts Settlement**").

It is currently envisaged that, based on an aggregate amount of up to US\$200 million (being the proposed cash injections by Rawabi pursuant to the Proposed Investments) for 80% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing, the implied equity value of 100% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing would be US\$250 million (the "**100% Implied Equity Value**"). Such 100% Implied Equity Value falls within the estimated indicative equity value range of the New Swiber Group on a restructured basis immediately after completion of the Investment Agreement (assumed to be as at 31 December 2021) taking into consideration the commitment from Rawabi to invest a further US\$190 million pursuant to the Project Investment, of between US\$208 million and US\$284 million as provided by an independent valuer, BDO Advisory Pte Ltd (the "**Independent Valuer**"), in their valuation report dated 11 April 2022 (the "**BDO Equity Value Valuation Report**"). Further details in relation to the estimated indicative equity value range of the New Swiber Group and the BDO Equity Value Valuation Report are set out in Sections 3.12 to 3.15 of this Circular.

As the Creditors Shares will in aggregate constitute approximately (but shall not exceed) 14% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing, the implied equity value of the Creditors Shares will, on a proportionate basis, be approximately (but shall not exceed) US\$35 million (being 14% of the 100% Implied Equity Value of US\$250 million), which as at the Latest Practicable Date is envisaged by the Judicial Managers to be the maximum aggregate ascribed amount referred to above which will be partially settled out of the Participating Debts of the Participating Unsecured Creditors by way of the Unsecured Creditors' Partial Debts Settlement (the "**Unsecured Creditors Settlement Amount**"). The

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remaining outstanding debts of the Unsecured Creditors owing by SHL and/or SOC (as the case may be) which are not so settled will remain outstanding and owing by SHL and/or SOC (as the case may be) ("**Balance Unsecured Creditors Debts**") and

- (iv) participation in the Interim Distributions is entirely voluntary for the Unsecured Creditors, and no Unsecured Creditors will be compelled to accept the Interim Distributions in substitution of any part of their claims against SHL and/or SOC (as the case may be). If any Unsecured Creditor declines to participate in the Interim Distributions, such Unsecured Creditor's claim(s) against SHL and/or SOC will not be affected.

2.4.3. As at the Latest Practicable Date, SHL and certain other Group Companies are unsecured creditors of SOC and certain other Group Companies are unsecured creditors of SHL, and accordingly SHL and such other Group Companies would be among the Unsecured Creditors for whose benefit the Creditors Shares will be issued at New Swiber Closing, and, in the event that they have admitted debts for the purposes of the Interim Distributions pursuant to the Final Adjudication Process, would therefore be entitled to be allocated Creditors Shares pursuant to the Interim Distributions. Please refer to Section 5.2.1 of this Circular for further details on this.

Other creditors of SHL and SOC

2.4.4. There are certain creditors of SHL and SOC who will not be participating in the Interim Distributions, including, for example, creditors whose debts will be considered as costs and expenses incurred during the judicial management period of SHL and SOC and who will accordingly rank ahead of the Unsecured Creditors in a liquidation of SHL and SOC (the "**Excluded Creditors**").

Debts owing to Professional Services Providers

The Professional Services Providers would be considered as Excluded Creditors with respect to the Professionals' Relevant Debts. In view thereof, the Professionals Shares to be issued at New Swiber Closing will be allocated for the benefit of the Professional Services Providers for the purposes of the partial satisfaction of the payment of the Professionals' Relevant Debts owing by SHL and SOC, as stated in Section 2.3.6(b) of this Circular.

As at the Latest Practicable Date, the Professional Services Providers comprise the Judicial Managers and Rajah & Tann Singapore LLP (the legal advisers to SHL and SOC), and the allocation of the Professionals Shares amongst the Professional Services Providers had not been determined. However, the total number of Professionals Shares will not exceed 1.5% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing, and is envisaged to comprise 230,188,493 New Swiber Shares as at the Latest Practicable Date.

It is contemplated that all of the Professionals Shares will, at New Swiber Closing, be issued to and held by SHL as a bare trustee for the Professional Services Providers, pending:-

- (a) any subsequent transfer(s) of the Professionals Shares by SHL to the Professional Services Provider(s) ("**Subsequent Professionals Shares Transfers**") and/or
- (b) the sale (if any) of any Professionals Shares which for any reason are not transferred to the Professional Services Providers pursuant to the Subsequent Professionals Shares Transfers ("**Undistributed Professionals Shares**"), and the distribution of the net proceeds from such sale to the relevant Professional Services Provider(s) ("**Professionals Net Proceeds Distribution**"),

as may be agreed between SHL and/or SOC (as the case may be) and the Professional Services Providers (collectively, the "**Professionals Shares Distribution**").

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As the Professionals Shares will be held by SHL for the benefit of the Professional Services Providers, SHL will not be entitled to the beneficial interest in the Professionals Shares.

Upon effecting the Professionals Shares Distribution, the Professionals' Relevant Debts of each Professional Services Provider will be partially settled to the extent of (in the event of a Subsequent Professionals Shares Transfer) an ascribed amount as may be determined by the Judicial Managers and agreed with the Professional Services Providers, or (in the event of a Professionals Net Proceeds Distribution) the amount of net proceeds distributed to such Professional Services Provider (the "**Professionals Partial Debts Settlement**").

In view of the above, as at the Latest Practicable Date, the actual amount of the Professionals' Relevant Debts that will be partially settled by way of the Professionals Shares Distribution pursuant to the Professionals Partial Debts Settlement ("**Professionals Settlement Amount**") has not been determined.

For the sole purpose of illustration only, assuming that (i) the Unsecured Creditors Settlement Amount pursuant to the Interim Distributions will be US\$35 million (as described in Section 2.4.2(e)(iii) of this Circular) and (ii) the ascribed amount of the Professionals' Relevant Debts that will be partially settled by way of the Professionals Shares Distribution will be based on the implied value of the Professionals Shares, using the same proportionate basis with respect to 100% Implied Equity Value (as referred to in Section 2.4.2(e)(iii) of this Circular in relation to the Creditors Shares), it is envisaged that (1) the implied equity value of the Professionals Shares (which will in aggregate constitute approximately 1.5% of New Swiber's enlarged total issued Shares immediately following New Swiber Closing), will, on the same proportionate basis as mentioned above, be approximately (but shall not exceed) US\$3.75 million (being 1.5% of the 100% Implied Equity Value of US\$250 million) and (2) accordingly, the Professionals' Relevant Debts will be partially settled to the extent of an aggregate amount of US\$3.75 million by way of the Professionals Shares Distribution.

Excluded Creditors Debts and Balance Unsecured Creditors Debts

Other than the Professionals Settlement Amount, the outstanding debts owing to the Excluded Creditors will therefore not be dealt with or settled in accordance with the Debt Restructuring, and will accordingly still remain owing by SHL and/or SOC (as the case may be) following the completion of the Debt Restructuring ("**Excluded Creditors Debts**").

In view of the outstanding Excluded Creditors Debts and the Balance Unsecured Creditors Debts, SHL and SOC will still not be free of all debts and liabilities following the issuance of the Creditors Shares which will be allocated for the benefit of the Unsecured Creditors pursuant to the Debt Restructuring and the issuance of the Professionals Shares which will be allocated for the benefit of the Professional Services Providers of SHL and SOC.

It is the intention of SHL and SOC for the outstanding Excluded Creditors Debts and Balance Unsecured Creditors Debts to be partially settled by way of one or more schemes of arrangement for the further restructuring of SHL and/or SOC or from the proceeds arising from the disposal of the remaining unencumbered assets of SHL and SOC which are not transferred to the New Swiber Group pursuant to the Internal Restructuring. Please refer to Section 2.11.2 of this Circular below for further details on the proposed actions to be undertaken by SHL following New Swiber Closing.

2.5. Issuance of the Key Management Shares and the Shareholders New Swiber Shares

2.5.1. At New Swiber Closing, New Swiber will, subject to the satisfaction (or waiver, as the case may be) of the Conditions Precedents, issue (in addition to the Investor Subscription Shares, the Creditors Shares and the Professionals Shares):-

- (a) such number of New Swiber Shares which will in aggregate constitute approximately (but shall not exceed) 1.5% of New Swiber's enlarged total issued shares immediately following New Swiber Closing ("**Key Management Shares**"), for the benefit of

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Raymond Kim Goh, the current Executive Chairman of the Company, whom the Company has identified as the key management of New Swiber ("**Key Management**"). The Key Management Shares will be issued at New Swiber Closing to an entity to be incorporated and wholly-owned by Raymond Kim Goh ("**Key Management SPV**") for investment holding purposes, at no consideration as an incentive for the Key Management to stay on and continue to manage the business operations of the New Swiber Group after New Swiber Closing. As at the Latest Practicable Date, it is envisaged that the Key Management Shares will comprise 230,188,493 New Swiber Shares, which will constitute approximately (but shall not exceed) 1.5% of New Swiber's enlarged total issued shares immediately following New Swiber Closing. It is currently envisaged that the sole director of the Key Management SPV will be Raymond Kim Goh; and

- (b) such number of New Swiber Shares which will in aggregate constitute approximately (but shall not exceed) 3% of New Swiber's enlarged total issued shares immediately following New Swiber Closing ("**Shareholders New Swiber Shares**"), to SHL's Existing Shareholders (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular), where, as between SHL's Existing Shareholders, the allocation of the Shareholders New Swiber Shares immediately after New Swiber Closing will be directly proportional to their respective shareholding interest in SHL immediately prior to New Swiber Closing. As at the Latest Practicable Date, it is envisaged that (i) the allocation of the Shareholders New Swiber Shares to the Existing Shareholders would be on the basis of one (1) Shareholders New Swiber Share for every one (1) Share held by each Existing Shareholder on the Books Closure Date, and (ii) on the basis of there being a total of 460,376,986 issued Shares in the Company as at the Latest Practicable Date, the Shareholders New Swiber Shares will comprise 460,376,986 New Swiber Shares. The Shareholders New Swiber Shares will be issued by New Swiber at no consideration to SHL's Existing Shareholders (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular). Please see Section 2.5.3 of this Circular below for the rationale for the issuance of the Shareholders New Swiber Shares.
- 2.5.2. Notwithstanding the foregoing, due to potential prohibitions or restrictions against the offering of New Swiber Shares in jurisdictions other than Singapore, (a) Shareholders whose registered addresses, as recorded in the register of members of the Company for the service of notice and documents, are outside Singapore and (b) Depositors whose registered addresses, as recorded in the Depository Register maintained by CDP for the service of notice and documents, are outside Singapore (collectively, "**Foreign Shareholders**") as at the Books Closure Date will not receive their Shareholders New Swiber Shares at New Swiber Closing and in addition, there may also be Shareholders New Swiber Shares which cannot be issued to Existing Shareholders due to administrative reasons. Instead, arrangements will be made for such Shareholders New Swiber Shares which cannot be issued to the Foreign Shareholders at New Swiber Closing due to prohibitions or restrictions against the offering of New Swiber Shares in jurisdictions other than Singapore or to other Existing Shareholders due to administrative reasons ("**Undistributed Shareholders New Swiber Shares**") to be held by SHL and/or any other Group Company following the New Swiber Closing, for the benefit of such persons until such time that (i) such Shareholders New Swiber Shares can be subsequently transferred to these persons and/or (ii) such Shareholders New Swiber Shares are sold and the net proceeds therefrom are distributed to such persons, as the case may be, as further described in Section 14.3 of this Circular. Please refer to Section 14.3 of this Circular for further details on the arrangements in respect of the Undistributed Shareholders New Swiber Shares.
- 2.5.3. Following New Swiber Closing, SHL's Existing Shareholders will continue to hold their existing Shares in SHL. Nevertheless, SHL's proposal to allocate the Shareholders New Swiber Shares to SHL's Existing Shareholders is to provide them with the opportunity to participate in the future of the New Swiber Group after completion of the New Swiber Investment, through their shareholdings in New Swiber (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular). SHL believes that (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular) SHL's Existing Shareholders will benefit from the receipt of the Shareholders New Swiber Shares, as they will, going forward, hold shares in a restructured New Swiber

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where the New Swiber Group will not only carry significantly less debt immediately following the completion of the New Swiber Investment as compared to the Group, but will also continue to operate the business of providing engineering services as currently operated under the Group's offshore and engineering division and the power and infrastructure business as currently operated under the Group's power and infrastructure division where the New Swiber Group will have the opportunity to diversify into the LNG-to-power sector.

2.6. Settlement of Intercompany Balances

2.6.1. Prior to New Swiber Closing, save for (a) the Reimbursement Amount payable by New Swiber to the Group pursuant to the Post-Closing Reimbursement (as referred to in Section 2.11.1(b) of this Circular below) and (b) the Transfer Assets Consideration payable by New Swiber to SHL pursuant to the Internal Restructuring which will be fully settled by way of New Swiber issuing the Creditors Shares and the Professionals Shares on New Swiber Closing, the Company shall, or shall procure that any other Group Company shall, cancel, settle or otherwise repay all intercompany balances which are payable or receivable between any Group Company and any New Swiber Group Company prior to or at New Swiber Closing (the "**Intercompany Balances Settlement**"). Any such intercompany balances which are unpaid, unsettled or otherwise not repaid prior to New Swiber Closing shall be deemed as waived, released or discharged between any such Group Company and any such New Swiber Group Company.

2.6.2. For the sole purpose of illustration, as at 31 December 2021 (being the end of the Relevant Quarter) and based on the Relevant Quarter Accounts, the aggregate net intercompany payables from New Swiber Group to the Group (after setting off against intercompany receivables from the Group to New Swiber Group) to be waived by the Group in favour of New Swiber Group pursuant to the Intercompany Balances Settlement (the "**Balances Settlement Amount**"), is approximately US\$5.72 million. However, as (i) the Intercompany Balances Settlement is envisaged to happen just shortly prior to the New Swiber Closing and (ii) PAPE Engineering and the Project Owner have continued and will continue to incur charges, costs, expenses and taxes in their operations between 31 December 2021 and New Swiber Closing, where the Group has paid and/or will continue to pay any of such charges, costs, expenses and taxes on behalf of PAPE Engineering and the Project Owner, the actual Balances Settlement Amount that will be waived by the Group pursuant to the Intercompany Balances Settlement just prior to New Swiber Closing will be higher than US\$5.72 million.

For the sole purpose of illustration, assuming that New Swiber Closing occurs on 30 May 2022 (being immediately prior to the Long Stop Date), it is estimated as at the Latest Practicable Date that (a) the aggregate amount of charges, costs, expenses and taxes incurred and to be incurred by PAPE Engineering and the Project Owner in their operations between 31 December 2021 and New Swiber Closing which the Group has paid and/or will continue to pay will be approximately US\$0.50 million, and (b) based on such estimated amount, the actual Balances Settlement Amount that will be waived by the Group pursuant to the Intercompany Balances Settlement just prior to New Swiber Closing will be approximately US\$6.22 million.

2.7. Conditions Precedent

2.7.1. The completion of the New Swiber Investment is subject to and conditional upon the satisfaction (unless waived by the relevant party(ies) in accordance with the Investment Agreement) of certain conditions precedent ("**Conditions Precedent**"), including, amongst others:

(a) Regulatory and Third Party Approvals: All required approvals, consents and/or waivers having been obtained from, all relevant governmental, regulatory, judicial and other authorities and third parties (and such approvals, consents and/or waivers remaining in full force and effect and not having been revoked) in relation to the Proposed Transactions (including the Proposed Disposal), including but not limited to:

(i) the approval of the SGX-ST;

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- (ii) the Whitewash Waiver; and
- (iii) the declaration from the MAS pursuant to Section 273(5) of the SFA that Subdivisions (2) and (3) of Division 1 of Part 13 of the SFA (other than Section 257 of the SFA) shall not apply to the offer of New Swiber Shares made pursuant to the issuance by New Swiber of the Creditors Shares, the Professionals Shares and the Shareholders New Swiber Shares made in connection with the New Swiber Investment,

and, where conditions have been imposed in respect of any such approvals, consents and/or waivers, such conditions being on terms reasonably acceptable to Rawabi and the Company, and if such conditions are required to be fulfilled before New Swiber Closing, having been fulfilled or waived by the relevant authority or third party before New Swiber Closing.

- (b) Shareholders' Approvals: Resolutions having been passed at a general meeting of the Company, New Swiber and/or any other relevant member of the Group (if required) (including by way of a scheme of arrangement of the Shareholders of the Company, where applicable) to approve, amongst others:
 - (i) the New Swiber Investment, the Internal Restructuring, the Debt Restructuring and all other transactions contemplated under the Investment Agreement; and
 - (ii) the Whitewash Resolution relating to the Whitewash Waiver.
- (c) Internal Restructuring: The completion of the transfer to the New Swiber Group of the Transfer Assets referred to in Section 2.3.5 of this Circular, by way of the Internal Restructuring;
- (d) Key Employee and Assumed Employees: The transfer of the employment(s) of (i) Raymond Kim Goh, who is the existing Executive Chairman of the Company, and (ii) at least 80% of the Assumed Employees to a New Swiber Group Company(ies) pursuant to the Internal Restructuring;
- (e) Debt Restructuring:
 - (i) All necessary approvals having been obtained from creditors of the Company and SOC and the Singapore High Court as required under applicable laws, including where relevant (AA) the requisite approval from creditors of the Company and SOC for any statement of proposals under sections 227M and 227N of the Companies Act and/or sections 107 and 108 of the IRDA, as the case may be; and/or (BB) (if required) the requisite approval from creditors of the Company and SOC and the Singapore High Court in relation to one or more schemes of arrangement under Sections 210 and 227X of the Companies Act and/or Section 117 of the IRDA, as the case may be, in each case which may be necessary for the purposes relating to the New Swiber Investment, the Internal Restructuring and the Debt Restructuring; and
 - (ii) the Debt Restructuring having been completed (other than in respect of any obligations to be performed by New Swiber itself on New Swiber Closing, including the issuance of the Creditors Shares on New Swiber Closing) in accordance with the terms contemplated by the Investment Agreement;
- (f) Vietnam Project: A memorandum of understanding with the relevant Vietnamese government entity(ies) with respect to the first phase of the Vietnam Project having been executed on terms reasonable for a transaction of such nature;
- (g) Terms of the Escrow and Escrow Agreement:

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- (i) The Company, New Swiber and Rawabi having agreed in writing on the Terms of the Escrow; and
 - (ii) The Escrow Agreement in relation to the Escrow Account having been entered into between Rawabi, the Company, New Swiber and the Escrow Agent;
- (h) Intercompany Balances Settlement: The completion of the Intercompany Balances Settlement;
- (i) No Material Adverse Effect: No Material Adverse Effect having occurred and remaining in effect: (1) for a period of thirty (30) business days (or such other extended period of time as may be mutually agreed between the Parties to the Investment Agreement) after the date on which the occurrence of the relevant Material Adverse Effect came to the attention of the Company; or (2) immediately before New Swiber Closing, where "**Material Adverse Effect**" is defined under the Investment Agreement as:
 - (i) the Group being notified in writing by the relevant governmental authorities in Vietnam of the termination of the entire Vietnam Project;
 - (ii) the Group no longer having any reasonable prospect in pursuing the Vietnam Project; or
 - (iii) Rawabi reasonably considering the Vietnam Project to be no longer commercially viable,provided that no event or occurrence resulting from or arising out of any action taken (or omitted to be taken) upon the request or instruction of, or with the consent of, Rawabi or actions that are taken (or omitted to be taken) to consummate the Proposed Investments shall constitute a Material Adverse Effect; and
- (j) Warranties and Undertakings: There being no material breach of any of the representations and warranties given by the Company and New Swiber to Rawabi, and no breach in any material respect by the Company of its obligations, under the Investment Agreement which has not been remedied within the time period prescribed under the Investment Agreement.

2.8. Regulatory Approvals

2.8.1. MAS

The MAS has on 24 February 2022, pursuant to section 273(5) of the SFA, declared that Subdivisions (2) and (3) of Division 1 of Part 13 of the SFA (other than section 257 of the SFA) shall not apply to the offer of the Creditors Shares, the Professionals Shares and the Shareholders New Swiber Shares made in connection with the New Swiber Investment for a period of 6 months from 24 February 2022 (the "**MAS Declaration**"), on the basis of the following, as the MAS is of the opinion that circumstances exist whereby it would not be prejudicial to the public interest if a prospectus were dispensed with for the aforementioned offer:

- (a) the offer of the Creditors Shares, the Professionals Shares and the Shareholders New Swiber Shares is conditional on the passing of resolution(s) at the EGM to approve the New Swiber Investment, the Internal Restructuring, the Debt Restructuring and all other transactions contemplated under the Investment Agreement;
- (b) in respect of the offer of the Shareholders New Swiber Shares, one (1) share in New Swiber will be issued for every one (1) Share in the Company held by each Existing Shareholder immediately prior to such offer; and
- (c) this Circular and (where required) any other document or information that is required

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by the Listing Manual and/or the SGX-ST to be sent or disseminated to the Existing Shareholders are sent or disseminated to the Existing Shareholders prior to the date of the EGM and provide sufficient information to the Existing Shareholders to enable to the Existing Shareholders to make an informed decision on whether or not to approve the New Swiber Investment, the Internal Restructuring, the Debt Restructuring and all other transactions contemplated under the Investment Agreement, including the specified information below:

- (i) detailed steps of how the transactions under the Investment Agreement will be carried out, including all requisite approvals (whether statutory, regulatory or otherwise) that are required for each step and whether these approvals have been obtained from, or waived by, the relevant persons authorised to do so;
- (ii) list of conditions which the completion of the transactions under the Investment Agreement is dependent on;
- (iii) details on how the businesses and entities owned by New Swiber will be organised and held within New Swiber Group at New Swiber Closing;
- (iv) salient terms of any equity instruments that will be issued by New Swiber Group, including details on the holders of these instruments, their percentage ownership and relative ranking in liquidation;
- (v) key risk factors affecting the business, prospects, financial condition, results and operations of New Swiber Group;
- (vi) sources of funding and liquidity for New Swiber Group, including details on how New Swiber Group intends to service its obligations under any equity or debt instruments that will be issued in connection with the Vietnam Project;
- (vii) details on how the terms of the offer of the Creditors Shares, the Professionals Shares and the Shareholders New Swiber Shares affect the rights of the respective offerees vis-à-vis their existing rights prior to such offer;
- (viii) financial effects of the transactions under the Investment Agreement;
- (ix) all relevant information on substantial shareholders, directors, and key executives in relation to New Swiber Group at New Swiber Closing, as mentioned in the Fifth Schedule to the Securities and Futures (Offers of Investments) (Securities and Securities-Based Derivatives Contracts) Regulations 2018; and
- (x) information on the business and prospects of the Group post-New Swiber Closing.

For the avoidance of doubt, the MAS Declaration applies only to the offer of the Creditors Shares, the Professionals Shares and the Shareholders New Swiber Shares made in connection with the New Swiber Investment and the offers of the Investor Subscription Shares, the Subscriber Shares and the Key Management Shares made in connection with the New Swiber Investment are being made pursuant to applicable exemptions under Subdivision (4) of Division 1 of Part 13 of the SFA.

2.8.2. SIC

On 24 November 2021, the SIC:

- (a) ruled that the transactions contemplated under the Proposed Disposal will trigger a requirement for Rawabi to make a mandatory offer for New Swiber under Rule 14 of the Code; and

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- (b) granted the Whitewash Waiver, subject to satisfaction of the conditions set out in Section 8.2 of this Circular.

Please also refer to Section 8 of this Circular for further details.

2.9. New Swiber Closing

- 2.9.1. Subject to the satisfaction, or waiver (as the case may be), of the Conditions Precedent, New Swiber Closing will take place on the fifth (5th) business day after the date on which the last of the Conditions Precedent set out in Section 2.7.1 of this Circular has been satisfied or waived in writing in accordance with the Investment Agreement, or such other date as the Parties may agree in writing.

2.9.2. On New Swiber Closing:

- (a) Rawabi will pay the New Swiber Investment amount of US\$10 million to New Swiber. The Parties have agreed under the Investment Agreement that New Swiber shall, and Rawabi shall procure New Swiber to, immediately upon receipt by New Swiber of such New Swiber Investment proceeds, deposit an amount of US\$3,200,000 (the "**Escrow Amount**") from such proceeds into an escrow account to be established jointly by the Company, Rawabi and New Swiber in connection with the New Swiber Investment (the "**Escrow Account**") pursuant to an escrow agreement to be entered into between the Company, New Swiber, Rawabi and the Escrow Agent prior to New Swiber Closing (the "**Escrow Agreement**"). Please see Section 2.11.1(c) of this Circular for more details in relation to how the Escrow Amount will be dealt with;
- (b) New Swiber will issue:
- (i) the Investor Subscription Shares to Rawabi;
 - (ii) the Creditors Shares to SHL and SOC (in the proportion of 12.2% and 1.8%, respectively, as described in Section 2.3.6(a) of this Circular), who will hold their respective portion of the Creditors Shares as bare trustee for SHL's Unsecured Creditors and SOC's Unsecured Creditors, respectively (as described in Section 2.4.2(d) of this Circular);
 - (iii) the Key Management Shares to the Key Management SPV;
 - (iv) the Professionals Shares to SHL, who will hold such shares as a bare trustee for the Professional Services Providers (as described in Section 2.4.4 of this Circular);
 - (v) the Shareholders New Swiber Shares to SHL's Existing Shareholders (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular); and
- (c) the Company will transfer and/or procure the transfer of all the Subscriber Shares to Rawabi at an aggregate consideration of US\$1.00 pursuant to the Share Transfer.

- 2.9.3. The pro forma shareholding structure of New Swiber immediately following the New Swiber Closing is envisaged to be as follows:

Shareholders of New Swiber	Number of New Swiber Shares envisaged as at the Latest Practicable Date	Approximate percentage shareholding in New Swiber immediately following New Swiber Closing

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Rawabi	12,276,719,629 ⁽¹⁾	80.0%
Holders of Creditors Shares	2,148,425,934	14.0%
Key Management SPV	230,188,493	1.5%
Holders of Professionals Shares	230,188,493	1.5%
SHL's Existing Shareholders	460,376,986	3.0%
Total	15,345,899,535	100.0%

Note:

- (1) Assuming that the Subscriber Shares to be transferred to Rawabi on New Swiber Closing pursuant to the Share Transfer comprise one New Swiber Share only.

The pro forma group structure of New Swiber Group immediately following New Swiber Closing that is envisaged, is set out in Figure 4 of Appendix A.

2.10. Salient Information on New Swiber

No transfer of listing status to New Swiber

- 2.10.1. There will not be any transfer of the listing status of the Company to New Swiber. Accordingly, New Swiber will be an unlisted public company in Singapore on and following New Swiber Closing. **Please also refer to the risk factor "New Swiber will, on and following New Swiber Closing, be an unlisted public company with no open market for trading its shares and will not be required to comply with the listing requirements of the SGX-ST" set out in Appendix C of this Circular.**

Principal Business Activity of New Swiber

- 2.10.2. It is currently envisaged that the principal business activity of New Swiber following New Swiber Closing will be that of investment holding.
- 2.10.3. For more details of the proposed activities of the Project Owner, PAPE Engineering and Holmen Heavylift envisaged under the New Swiber Group following New Swiber Closing, including the proposed Vietnam Project, please refer to Sections 2.3.9 and 3 of this Circular.

Share Capital of New Swiber

- 2.10.4. Immediately following New Swiber Closing, it is envisaged that there will be only one class of shares in the capital of New Swiber, namely ordinary shares, which have identical rights in all respects and ranking equally with one another, and all of such shares will be in registered form.
- 2.10.5. It is currently envisaged that immediately following New Swiber Closing, New Swiber's share capital will consist of 15,345,899,535 ordinary shares (where it is assumed that the Subscriber Shares to be transferred to Rawabi on New Swiber Closing pursuant to the Share Transfer comprise one New Swiber Share only) which will be held in the proportion set out in Section 2.9.3 of this Circular.
- 2.10.6. As at the Latest Practicable Date, there are no outstanding instruments convertible into, rights to subscribe for, or options in respect of New Swiber Shares.

Pro Forma Financial Statements of New Swiber Group

- 2.10.7. Assuming New Swiber Closing occurs on 31 December 2021, the pro forma unaudited consolidated financial statements of New Swiber Group for FY2021 are set out in Appendix D of this Circular.
- 2.10.8. For illustrative purposes only, based on the pro forma unaudited consolidated balance sheet of New Swiber Group as at 31 December 2021 as set out in Appendix D of this Circular and assuming that New Swiber Closing had taken place on 31 December 2021, New Swiber would

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have net liabilities of approximately US\$4.6 million.

Proposed Directors and Key Executive Officers of New Swiber

Shareholders should note that information relating to Osman Ali Ibrahim and Ahmad Alshubbar in this Section, Appendix E of this Circular and elsewhere in this Circular was provided by Rawabi. Neither the Company, the Directors nor the Judicial Managers have independently verified the accuracy and correctness of such information.

- 2.10.9. On New Swiber Closing, as contemplated under the Investment Agreement, the Company shall take steps or procure that steps are taken to make changes to the board of directors of New Swiber, which shall be determined at the sole discretion of Rawabi, subject to compliance with applicable laws. As at the Latest Practicable Date, it is envisaged that, following New Swiber Closing, there will be three (3) directors on the board of New Swiber, comprising Osman Ali Ibrahim, Ahmad Alshubbar, and Raymond Kim Goh ("**Proposed New Swiber Directors**"). Further information on the Proposed New Swiber Directors is set out in Appendix E of this Circular.
- 2.10.10. As at the Latest Practicable Date, it is envisaged that, following New Swiber Closing, there will only be one key executive officer in New Swiber, namely the proposed chief executive officer, being Raymond Kim Goh ("**Proposed New Swiber Executive**"). Further information on the Proposed New Swiber Executive is set out in Appendix E of this Circular.
- 2.10.11. In the event that there are any changes to the proposed board of directors or key executives of New Swiber prior to New Swiber Closing, the Company will announce their relevant details via SGXNET where available.

Interests of Directors, Chief Executive Officer and Substantial Shareholders in the issued New Swiber Shares

Shareholders should note that information relating to Rawabi, Sheikh Abdulaziz Ali AlTurki, Osman Ali Ibrahim and Ahmad Alshubbar in this Section and elsewhere in this Circular was provided by Rawabi. Neither the Company, the Directors nor the Judicial Managers have independently verified the accuracy and correctness of such information.

- 2.10.12. The following table sets out the shareholding interests, as currently envisaged, of the Proposed New Swiber Directors, Proposed New Swiber Executive and substantial shareholders of New Swiber in New Swiber immediately following New Swiber Closing:

Number of New Swiber Shares						
	Direct Interest	(%)(¹)	Deemed Interest	(%)(¹)	Total Interest	(%)(¹)
Proposed New Swiber Executive						
Raymond Kim Goh	234,088,493	1.525%	70,034,083 ⁽²⁾	0.456%	304,122,576	1.981%
Proposed New Swiber Directors (other than Raymond Kim Goh)						
Osman Ali Ibrahim	-	-	-	-	-	-
Ahmad Alshubbar	-	-	-	-	-	-
Substantial Shareholders of New Swiber						
Rawabi	12,276,719,629	80.0%	-	-	12,276,719,629	80.0%
Sheikh Abdulaziz Ali AlTurki	-	-	12,276,719,629 ⁽³⁾	80.0%	12,276,719,629	80.0%

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Other Shareholders of New Swiber

Directors of SHL (other than Raymond Kim Goh)

John F. Swinden	-	-	-	-	-	-
Oon Thian Seng	22,500	0.0%	-	-	22,500	0.0%

Substantial Shareholders of SHL (other than Directors of SHL)

Pang Yoke Min	19,619,760	0.128%	24,591,750 ⁽⁴⁾	0.160%	44,211,510	0.288%
Newshire Capital Limited	70,034,083	0.456%	-	-	70,034,083	0.456%
Yeo Chee Neng	10,201,500	0.066%	70,034,083 ⁽⁵⁾	0.456%	80,235,583	0.522%

Other Shareholders

Unsecured Creditors of SHL	-	-	973,543,866 ⁽⁶⁾	11.72%	973,543,866	11.72%
Unsecured Creditors of SOC	-	-	276,226,191 ⁽⁶⁾	1.80%	276,226,191	1.80%
Professional Services Provider(s)	-	-	230,188,493 ⁽⁷⁾	1.50%	230,188,493	1.50%
SHL's other Existing Shareholders ⁽⁸⁾	191,961,727	1.25%	-	-	191,961,727	1.25%
SHL ⁽⁹⁾	467,301,056	0.48%			467,301,056	0.48%

Notes:

- (1) Based on 15,345,899,535 New Swiber Shares in issue immediately following New Swiber Closing (where it is assumed that the Subscriber Shares to be transferred to Rawabi on New Swiber Closing pursuant to the Share Transfer comprise one New Swiber Share only).
- (2) Mr Raymond Kim Goh is deemed to have an interest in the 70,034,083 Shareholders New Swiber Shares to be issued to Newshire Capital Limited, by virtue of Section 4 of the SFA.
- (3) Being the chairman and the largest shareholder of Rawabi (holding 49% shareholding in Rawabi), Sheikh Abdulaziz Ali AlTurki is deemed to be the controlling shareholder of Rawabi and accordingly deemed to have an interest in the 12,276,719,629 New Swiber Shares to be held by Rawabi, comprising 12,276,719,628 Investor Subscription Shares and the Subscriber Shares (assumed to comprise one New Swiber Share only).
- (4) Mr Pang Yoke Min is deemed to have an interest in 24,591,750 Shareholders New Swiber Shares to be issued in respect of 24,591,750 Shares that he holds through nominee accounts with DBS Nominees Pte Ltd and Raffles Nominees (Pte) Limited, assuming that such Shareholders New Swiber Shares will be held through such nominee accounts.
- (5) Mr Yeo Chee Neng is deemed to have an interest in the 70,034,083 Shareholders New Swiber Shares to be issued to Newshire Capital Limited, by virtue of Section 4 of the SFA.
- (6) Immediately following New Swiber Closing, the Unsecured Creditors of SHL and SOC will be deemed interested in the Creditors Shares (excluding the SHL Shareholding in New Swiber based on Current Admitted Debts), which will be held by SHL and/or SOC as bare trustees for the Unsecured Creditors of SHL and SOC until such time that the Creditors Shares Distribution takes place.
- (7) Immediately following New Swiber Closing, the Professional Services Providers will be deemed interested in the Professionals Shares, which will be held by SHL as a bare trustee for the Professional Services Providers until such time that the Professionals Shares Distribution takes

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place.

- (8) Assuming that there are no Undistributed Shareholders New Swiber Shares and excluding the New Swiber Shares held by the Substantial Shareholders of SHL as set out above (including Raymond Kim Goh).
- (9) Based on the SHL Shareholding in New Swiber based on Current Admitted Debts. For the avoidance of doubt, SHL and/or SOC are not deemed interested in any Creditors Shares or Professionals Shares held by them as bare trustees for the Unsecured Creditors and/or Professional Services Providers.

2.11. Post-New Swiber Closing

2.11.1. In respect of New Swiber

- (a) Under the Investment Agreement, there will be a post-New Swiber Closing reconciliation in relation to the net working capital of the New Swiber Group as at the New Swiber Closing Date. If the net working capital of the New Swiber Group is more than US\$0, New Swiber shall pay to the Company a cash amount equal to such excess, and if the net working capital of the New Swiber Group is less than US\$0, the Company shall pay to New Swiber a cash amount equal to such deficiency, in each case subject to a cap of US\$500,000 ("**Post-Closing Reconciliation**");
- (b) Post-New Swiber Closing, the Company (for itself and on behalf of any other entity within the Group) will, as agreed under the Investment Agreement, be reimbursed by New Swiber of all charges, costs, expenses and taxes incurred by the Project Owner and PAPE Engineering in relation to the Vietnam Project up to New Swiber Closing and which have been paid by any entity within the Group on behalf of the Project Owner and PAPE Engineering prior to New Swiber Closing (the "**Reimbursement Amount**") (the "**Post-Closing Reimbursement**"). As at the Latest Practicable Date, the charges, costs, expenses and taxes incurred by the Project Owner and PAPE Engineering in relation to the Vietnam Project and which have been paid by any entity within the Group on behalf of the Project Owner and PAPE Engineering amount to approximately US\$3.9 million. Under the Investment Agreement, the maximum amount of reimbursement payable by New Swiber to the Company pursuant to the Post-Closing Reimbursement (the "**Maximum Reimbursement Amount**") is US\$3.2 million. Any such charges, costs, expenses and taxes which have been incurred and paid but which exceed the Maximum Reimbursement Amount will be settled by way of the Intercompany Balances Settlement or be deemed as waived, released or discharged under the terms of the Investment Agreement (as described in Section 2.6.1 of this Circular).
- (c) As stated in Section 2.9.2(a) of this Circular, the Parties have agreed under the Investment Agreement that New Swiber shall, and Rawabi shall procure New Swiber to, immediately upon New Swiber's receipt of the New Swiber Investment proceeds of US\$10 million at New Swiber Closing, deposit the Escrow Amount of US\$3,200,000 (which amount is commercially agreed between SHL and Rawabi) from such proceeds into the Escrow Account in accordance with the terms of the Escrow Agreement. The Escrow Amount shall be dealt with in accordance with such terms as agreed between the Company, New Swiber and Rawabi under the Investment Agreement ("**Terms of the Escrow**"), including without limitation for, inter alia, the settlement of the following in accordance with the Terms of the Escrow:
 - (i) the Reimbursement Amount payable by New Swiber to the Group pursuant to the Post-Closing Reimbursement;
 - (ii) any amount payable by the Company to New Swiber pursuant to the Post-Closing Reconciliation ("**Reconciliation Deficient Amount**"); and
 - (iii) any claims for breach of the Investment Agreement which may be brought by

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Rawabi against the Company and/or New Swiber ("**Rawabi's Claims**").

Under the Terms of the Escrow, the Escrow Amount shall be held in the Escrow Account and shall be released to the Company following the date of expiry of the time limitation for Rawabi's Claims under the Investment Agreement, being the date falling six (6) months after the New Swiber Closing Date ("**Release Date**"), subject to the payments and retention of monies as described below:

- (1) in the event that the actual Reimbursement Amount is less than the Escrow Amount, an amount equal to the difference between such amounts will be paid from the Escrow Account to New Swiber;
- (2) in the event that there are any Rawabi's Claims which are either agreed in writing between Rawabi and the Company as to both liability and quantum, or are finally determined by a court of competent jurisdiction from which there is no right of appeal ("**Resolved Claims**") as at the Release Date, an amount equal to the aggregate amount of such Rawabi's Claims will be paid from the Escrow Account to Rawabi;
- (3) in the event that there are any Rawabi's Claims which are not Resolved Claims on or before the Release Date, an amount equal to the aggregate amount of such Rawabi's Claims will continue to be retained in the Escrow Account following the Release Date. Subsequently, (aa) if any of such Rawabi's Claims become Resolved Claims, an amount equal to the aggregate amount retained or payable (whichever is lesser) in respect of such Rawabi's Claims will be paid to Rawabi from the amount so retained in the Escrow Account and the balance of such retained amount (if any) will be released to the Company, and (bb) if any of such Rawabi's Claims are deemed to have been withdrawn in accordance with the terms of the Investment Agreement, the amount so retained in the Escrow Account for such Rawabi's Claims will be released to the Company;
- (4) in the event that as at the Release Date, there is a Reconciliation Deficient Amount payable by the Company to New Swiber, an amount equal to the Reconciliation Deficient Amount will be paid from the Escrow Account to New Swiber; and
- (5) in the event however that the Post-Closing Reconciliation is not finalized on or prior to the Release Date, an amount equal to the cap amount of US\$500,000 as referred to in Section 2.11.1(a) of this Circular will continue to be retained in the Escrow Account following the Release Date. Subsequently, upon the finalization of the Post-Closing Reconciliation, (aa) if there is a Reconciliation Deficient Amount payable by the Company to New Swiber, an amount equal to such Reconciliation Deficient Amount will be paid to New Swiber from the amount so retained in the Escrow Account and the balance of such retained amount (if any) will be released to the Company, or (bb) if there is no Reconciliation Deficient Amount payable by the Company to New Swiber, the amount so retained in the Escrow Account in respect of the Post-Closing Reconciliation will be released to the Company.

The payment by the Escrow Agent to the Company of the amounts to be released to the Company from the Escrow Account (as described above) and all other remaining amounts in the Escrow Account after effecting the payments as described above will constitute good discharge of New Swiber's obligations to reimburse the Group for the Reimbursement Amount pursuant to the Post-Closing Reimbursement.

- (d) As stated in Section 2.10.1 of this Circular, there will not be any transfer of the listing status of the Company to New Swiber. Accordingly, New Swiber will be an unlisted public company in Singapore on and following New Swiber Closing. However, under

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the Investment Agreement, Rawabi has committed, subject to New Swiber Closing taking place and the Vietnam Project successfully generating sustainable revenues, to pursue an initial public offering of the shares in New Swiber for the purpose of and in connection with the admission of New Swiber to an appropriate securities exchange, on such terms (including without limitation such minimum pre-money valuation of New Swiber and minimum total offering amount) and subject to such conditions, taking further into account the prevailing market conditions then and the advice of the issue manager and/or underwriters to be appointed for the purpose of the initial public offering, to be determined. **However, there is no certainty or assurance that such proposed initial public offering of the shares in New Swiber subsequent to the New Swiber Closing will occur or materialise, as such initial public offering remains subject to the matters stated above in this Section 2.11.1(d) of this Circular. Please also refer to the risk factor "New Swiber Group's business strategies and future plans as currently envisaged and disclosed in this Circular may not be implemented and further may not be commercially successful" set out in Appendix C of this Circular.**

2.11.2. In respect of SHL and SOC

- (a) As stated in Section 2.10.1 of this Circular, there will not be any transfer of the listing status of the Company to New Swiber. Accordingly, immediately following New Swiber Closing, the Company will remain listed on the Main Board of the SGX-ST. For avoidance of doubt, the Shares will also remain suspended from trading.
- (b) It is currently envisaged that immediately following New Swiber Closing, the Group will continue to hold its shareholding interests in its subsidiaries and associated companies as shown in Figure 2 of Appendix A to this Circular (other than the New Swiber Group Companies), and the group structure of the Group immediately following New Swiber Closing will be as set out in Figure 5 of Appendix A of this Circular. These remaining entities within the Group primarily comprise SHL, SOC and other special purpose vehicles which hold the remaining assets of the Group that are not disposed of pursuant to the Proposed Transactions. As at the Latest Practicable Date, such remaining assets include, amongst others:
 - (i) encumbered assets, where the material encumbered assets as at the Latest Practicable Date consist of the vessels Swiber Resolute and Swiber Quetzal, the property located at 12 International Business Park, Singapore 609920 which as at the Latest Practicable Date is used as the Group's headquarters, certain ordinary shares in the capital of VHL held by SHL and certain fixed senior perpetual securities issued by VHL to SHL. In respect of the abovementioned property located at 12 International Business Park, Singapore 609920, the Company had announced on 8 March 2022 the entry of a non-binding memorandum of understanding in relation to the proposed sale of such property;
 - (ii) unencumbered assets, where the material unencumbered assets as at the Latest Practicable Date consist of certain ordinary shares in the capital of VHL held by SHL and accounts receivable; and
 - (iii) the listing status of SHL.

It is intended that the dormant or inactive entities within the Group following New Swiber Closing that are not holding any assets will be liquidated in due course.
- (c) Following New Swiber Closing, it is currently envisaged that SHL and SOC will continue to remain in judicial management subject to the approval of the Singapore High Court, where:
 - (i) the Judicial Managers will continue to manage the encumbered assets of the

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Group, which (other than the property located at 12 International Business Park, Singapore 609920) are primarily vessels operated under the Group's remaining existing offshore business, with a view of eventually disposing of these assets in an orderly manner to maximise value to the relevant secured creditors, and winding down the Group's remaining existing offshore division, given that all of the staff and key management that are relevant for the operations of the Group's remaining offshore division are also relevant for the operations of the business of providing engineering services under Group's offshore and engineering division and accordingly would have been transferred to the New Swiber Group pursuant to the Internal Restructuring. Prior to such eventual disposal, if deemed appropriate and/or necessary by the Judicial Managers, the encumbered assets may be chartered out and/or leased out to third parties to generate working capital in the interim;

- (ii) the Judicial Managers will also continue to pursue opportunities (if any) for the restructuring of SHL and SOC, in order to achieve one or more of the statutory purposes of judicial management. This may include the exploration of further restructuring proposals and/or divestment opportunities with potential investors or interested buyers involving the remaining unencumbered assets of the Group and/or the listing status of SHL with a view to capitalise on their value;
- (iii) however, if the Judicial Managers consider that one or more of the purposes of judicial management have either been achieved or that none of the said purposes are capable of achievement, SHL and SOC will eventually be liquidated by way of an orderly winding down process, pursuant to which all the remaining unencumbered assets of SHL and SOC which are not transferred to the New Swiber Group pursuant to the Internal Restructuring will be disposed of. The proceeds from the disposal of the remaining unencumbered assets of SHL and SOC will be used to settle the following, in accordance with the statutory priorities under section 227J(3)(a) and (b) of the Companies Act and/or section 203 of the IRDA, (i) the costs and expenses of the liquidation, and professional fees payable to professionals such as the Judicial Managers, liquidators and solicitors to the respective companies, (ii) the Excluded Creditors Debts of SHL and SOC respectively and (iii) the Balance Unsecured Creditors Debts of SHL and SOC respectively. Any distribution to the respective shareholders of SHL and SOC (if any) will only be ranked after these payments in the liquidation of SHL and SOC.

Please refer to Section 1.7 and the Liquidation Analysis set out in Appendix B of this Circular in relation to the alternative scenario of the liquidation of SHL in the event that the Proposed Transactions cannot proceed and in the absence of any successful restructuring. In particular, it should be noted that as any distribution to SHL's Existing Shareholders will only be ranked after the abovementioned three categories of payments, it is very unlikely for SHL's Existing Shareholders to receive any distribution arising from the liquidation of SHL. Further, following the orderly winding down and eventual liquidation and dissolution, SHL will accordingly cease to exist, and the existing Shareholders of SHL will no longer have an interest in SHL thereafter.

2.12. Other Salient Terms of The Investment Agreement

2.12.1. Termination

Under the terms of the Investment Agreement, the Investment Agreement may be terminated, amongst others:

- (a) by either the Company or Rawabi pursuant to a failure to fulfil certain Conditions Precedent on or before 31 May 2022 or such other date as the Parties may agree in writing (the "**Long Stop Date**");

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- (b) by Rawabi in the event of (i) a breach of certain obligations to be complied with by the Company prior to the New Swiber Closing, which is due to compliance with applicable laws and which has a Material Adverse Effect; or (ii) a material breach of the obligations to be performed by the Company and/or New Swiber at New Swiber Closing; or
- (c) by the Company and/or New Swiber in the event of a material breach of the obligations to be performed by Rawabi at New Swiber Closing.

In the event of such termination, the rights and obligations of the Parties under the Investment Agreement shall cease immediately, save in respect of certain antecedent breaches and any rights and obligations under certain provisions under the Investment Agreement which are expressed to survive such termination.

In the event the Long Stop Date is extended beyond 31 May 2022, the Company will announce such extension via SGXNET.

2.12.2. Pre-closing Undertakings

Under the Investment Agreement, the Company has undertaken that, from the date of the Investment Agreement until New Swiber Closing, the Company and certain members of the Group shall not, without Rawabi's prior written consent, inter alia, acquire any new vessel, or expand or develop its business beyond its scale and scope as at the date of the Investment Agreement, provided that the above does not prohibit or otherwise restrict the Group from carrying on the business of vessel chartering in relation to any of the existing vessels owned by the Group or otherwise dealing with such vessels as may be required in relation to the discharge of the Judicial Managers' duties.

2.12.3. Non-Compete

Under the Investment Agreement, the Company has undertaken to Rawabi that subject to the New Swiber Closing taking place, the Company shall not, and shall procure that its subsidiaries (other than those in liquidation) shall not, amongst others, without the prior written consent of Rawabi, during the period commencing on the day immediately following the New Swiber Closing Date and ending on the earliest of (1) the third (3rd) anniversary of the New Swiber Closing Date, (2) the date of completion of a change in the shareholding of the Company such that a party acquires more than 50% of all voting shares in the Company or (3) the date of discharge of the Judicial Management Orders over the Company and SOC:

- (a) directly or indirectly carry on or be engaged in any business similar to or competitive with (i) the business of providing engineering services under the Group's offshore and engineering division and the Group's power and liquefied natural gas business comprising the Vietnam Project and (ii) the business of vessel chartering (collectively, the "**New Swiber Business**") which will be carried on by the New Swiber Group, in any of the countries or regions where any New Swiber Group Company carries on its business, provided that this does not prevent or restrict the Company and/or any of its subsidiaries directly or indirectly holding any shares or securities of VHL;
- (b) canvass or solicit in competition with the New Swiber Business the custom of any person or corporation which is or was in the 12-month period before the New Swiber Closing Date a customer of the New Swiber Business, induce any such customer to reduce the amount of business which the customer would normally do in respect of the New Swiber Business, or accept from such customer any business of the kind ordinarily forming part of the New Swiber Business;
- (c) induce or seek to induce any employee of any New Swiber Group Company to terminate his or her employment with the New Swiber Group Company; and
- (d) acquire any new vessel, or expand or develop its business beyond its scale and scope

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as at the date of the Investment Agreement,

provided that such obligations do not prohibit, restrict, prejudice or otherwise affect, among others, the Group from carrying on the business of vessel chartering in relation to any of the existing vessels owned by the Group or otherwise dealing with such vessels as may be required in relation to the discharge of the Judicial Managers' duties.

3. PROJECT INVESTMENT, VIETNAM PROJECT AND INDICATIVE EQUITY VALUE OF NEW SWIBER GROUP

Project Investment

- 3.1. In addition to the New Swiber Investment, Rawabi has undertaken under the Investment Agreement to make a proposed investment by way of a proposed subscription for new preference shares in the capital of the Project Owner at an aggregate issue price of up to US\$190 million on such terms and subject to such conditions to be discussed and agreed on the basis of certain key terms set out in the Investment Agreement (as further described below) and to be set out in the Project Owner Investment Agreement (as defined below) and such definitive agreements to be entered into in relation to such investment as may be appropriate (the "**Project Investment**").
- 3.2. The key terms of the Project Investment as contemplated under the Investment Agreement include the following:
- (a) the Project Investment will be undertaken by way of the subscription by Rawabi for new preference shares in the capital of the Project Owner (the "**Investor Preferred Shares**") at an aggregate issue price of up to US\$190 million, to be undertaken in such investment tranches ("**Project Investment Tranche(s)**") to be agreed in the investment agreement to be entered into between Rawabi and the Project Owner in relation to the Project Investment ("**Project Owner Investment Agreement**");
 - (b) the Investor Preferred Shares shall have such rights to be agreed between the Project Owner and Rawabi and set out in the Project Owner Investment Agreement; and
 - (c) each Project Investment Tranche is subject to and conditional upon certain conditions precedent to be agreed between the Project Owner and Rawabi in the Project Owner Investment Agreement, including but not limited to the satisfaction of such milestones in relation to the development of the first phase of the Vietnam Project as may be agreed and set out in the Project Owner Investment Agreement.
- 3.3. As at the Latest Practicable Date, the Project Owner Investment Agreement and/or any other definitive agreements relating to the Project Investment have not been entered into.
- 3.4. **The completion of the New Swiber Investment is however not conditional upon the entry into between the Project Owner and Rawabi of the Project Owner Investment Agreement prior to the New Swiber Closing. Accordingly:-**
- (a) **there is no certainty or assurance that (i) the Project Owner Investment Agreement and any other definitive agreements relating to the Project Investment will be entered into following New Swiber Closing, (ii) the terms and conditions of the Project Investment will not differ from the key terms contemplated under the Investment Agreement (as described in Section 3.2 of this Circular), (iii) all or any the Project Investment Tranches will be made as each Project Investment Tranche is subject to and conditional upon the satisfaction of relevant conditions precedent, or (iv) the Project Investment will be undertaken at all; and**
 - (b) **it is currently not known (i) how many Investor Preferred Shares will be issued to Rawabi pursuant to the Project Investment and what shareholding percentage**

such Investor Preferred Shares would constitute in the capital of Project Owner, and (ii) what rights the Investor Preferred Shares to be issued to Rawabi pursuant to the Project Investment will carry, including any preferential rights over the rights of the holders of the ordinary shares in Project Owner (which, following the New Swiber Closing, would be held by New Swiber) (including without limitation, rights to receive distribution before the holders of ordinary shares in the event of a liquidation of Project Owner and/or rights to receive preferential dividends before any dividends are paid to holders of ordinary shares).

Please also see Appendix C of this Circular for the other risk factors relating to the Project Investment.

Vietnam Project

The following details on the Vietnam Project and the BDO Equity Value Valuation Report contain forward-looking statements and are based on information currently available to the Company and the Judicial Managers and should be read in conjunction with the risk factors set out in Appendix C of this Circular and the section on Cautionary Note on Forward Looking Statements in this Circular.

- 3.5. In view of the growing opportunities in the power sector and given the Group's engineering and project management capabilities and technical expertise, it has been part of the Group's corporate strategy to diversify its existing business to include the power business, particularly the LNG to power segment. The Group recognises that there is generally a growing demand for cleaner energy such as power generated from LNG. Accordingly, as set out in Section 2.3.9 of this Circular, it is currently envisaged that the New Swiber Group will capitalise on the Group's existing strength in its engineering division and venture into the power business. The Company is given to understand that following the New Swiber Closing, the New Swiber Group's long term business plan is to diversify into the power business by developing the Vietnam Project under its power and infrastructure division, together with its Vietnam Project Partners, further details of which are set out below.
- 3.6. It is currently envisaged that the Vietnam Project involves the development, construction and operation of the LNG Power Plant Facility to be constructed and located in Vietnam, comprising three (3) LNG-to-power plants, to be undertaken in three (3) phases with each phase involving the development, construction and operation of one (1) LNG-to-power plant as well as shared infrastructure including among others, receiving terminal, FSRU and switchyards in the first phase.
- 3.7. It is currently further envisaged that each LNG-to-power plant of the LNG Power Plant Facility is capable of producing a net capacity of 750 MW of electricity and accordingly the entire LNG Power Plant Facility is capable of generating an aggregate of up to 2.25 GW of electricity.
- 3.8. Assuming that the Project Owner and the Vietnam Project Partners (as defined below) are selected by the relevant Vietnamese authorities as the investors for the Vietnam Project, it is currently envisaged that the Project Owner, together with the Vietnam Project Partners, are expected to build and fund the construction of the first phase of the Vietnam Project, maintain ownership and operate the first phase LNG-to-power plant for a concession period to be agreed with the relevant Vietnamese authorities, during which the Project Owner and the Vietnam Project Partners are expected to be granted exclusive rights to operate the first phase of the LNG Power Plant Facility. Similar arrangements are currently being contemplated in respect of the two subsequent phases of the LNG Power Plant Facility, each with its own applicable concession period. Upon expiry of the concession period for the entire LNG Power Plant Facility, it is currently envisaged that the Vietnam Government may assume ownership and control of the LNG Power Plant Facility, under such terms to be negotiated with the relevant Vietnamese government authority as part of the Vietnam Project PPA (as defined below). It is currently envisaged that the special purpose vehicle to be established by the JV Parties (as defined below) to act as the developer for the Vietnam Project and the relevant Vietnamese authorities

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will enter into a power purchase agreement ("**Vietnam Project PPA**") in relation to the purchase and dispatch of electrical power generated from the LNG Power Plant Facility developed as part of the Vietnam Project to provide for the foregoing, subject to the terms thereof being agreed between them.

- 3.9. As announced by the Company on 17 May 2021, the Project Owner had on 14 May 2021 entered into a memorandum of understanding ("**MOU**") with the relevant Vietnam government authority, together with Rawabi and Thang Uy Energy Co., Ltd., a Vietnam-based energy development company focused on developing LNG to power projects, LNG logistics, coal supply and trading solutions in Vietnam ("**Thang Uy**", and together with Rawabi, the "**Vietnam Project Partners**"), in relation to the Vietnam Project. As agreed, amongst others, in the MOU, (a) the Project Owner and the Vietnam Project Partners will, amongst others, implement related works in respect of the Vietnam Project according to the project schedule and carry out any other activities in relation to the Vietnam Project, and they will bear their own costs and expenses incurred in carrying out prefeasibility studies and other preparatory work for the Vietnam Project; and (b) the relevant Vietnam government authority permits the Project Owner and the Vietnam Project Partners to submit investment proposals for the development of the Vietnam Project and will amongst others, provide the Project Owner and the Vietnam Project Partners, at their request, with such information relating to the Vietnam Project which it is able to provide. As at the Latest Practicable Date, pursuant to the entry into the MOU, the Project Owner and the Vietnam Project Partners are candidates being considered by the relevant Vietnam government authority as potential investors to implement the Vietnam Project. The MOU is valid for 36 months from the date of signing or until the date of commencement of the construction for the Vietnam Project, whichever is earlier, unless otherwise extended or terminated by mutual agreement between the parties prior to expiry, and is subject to further definitive agreement(s) to be entered into amongst the relevant parties in relation to the Vietnam Project.
- 3.10. In connection with the MOU, as announced by the Company on 17 May 2021, the Project Owner and the Vietnam Project Partners had also on 14 May 2021 entered into a non-binding heads of terms agreement (the "**HOTA**") in relation to the terms and conditions for the formation of a consortium in relation to the development and operation of the LNG Power Plant Facility pursuant to the Vietnam Project. As agreed, amongst others, in the HOTA, (a) the Project Owner and Thang Uy (the "**JV Parties**"), as joint venture parties on an exclusive basis, intend to form a consortium to act as the developer of the Vietnam Project. In the event that the consortium is nominated as the developer for the Vietnam Project, the JV Parties shall as soon as practically possible thereafter establish a special purpose company in a jurisdiction to be determined jointly by the JV Parties, with the Project Owner taking the lead role in the development of the Vietnam Project and Thang Uy taking the lead role in negotiating with the applicable government agency on behalf of the consortium; (b) prior to the satisfaction of the conditions and milestones in relation to the payment of the Project Investment Tranche(s) to be agreed in the Project Owner Investment Agreement, the Project Owner shall consult with and obtain Rawabi's approval prior to the Project Owner taking any step to exercising any of its material rights under the HOTA, including the execution of the Vietnam Project SHA (as defined below); and (c) each of the JV Parties shall not engage in negotiations with any third party for the purpose of participating in the Vietnam Project during the term of the HOTA. The HOTA is intended to serve as a framework for negotiations for the definitive shareholders' agreement to be negotiated and entered into between the Project Owner and Thang Uy pursuant to the HOTA, in respect of the special purpose vehicle to be established by them in the event that the consortium formed by Project Owner and Thang Uy is nominated as the developer of the Vietnam Project (the "**Vietnam Project SHA**"). The HOTA shall continue in force until the earliest of (i) the date that the MOU is terminated; (ii) the date falling 36 months from the date of the HOTA; or (iii) the date on which the HOTA is otherwise terminated in accordance with its terms. The HOTA is subject to and shall automatically terminate upon execution of the Vietnam Project SHA. Further information relating to the MOU and the HOTA is set out in the Company's announcement dated 17 May 2021.
- 3.11. It is currently estimated that the first phase of the Vietnam Project will cost approximately US\$1 billion to construct, and it is currently contemplated that this will be funded by part of the

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proceeds from the New Swiber Investment, the Project Investment and such other additional debt and/or equity financing to be arranged. It is currently envisaged that, barring any unforeseen circumstances and subject to the assumptions as set out in Appendix F of this Circular, the construction of the first phase of the Vietnam Project is estimated to be completed by year 2027 and such first phase is estimated to start generating revenues from year 2028. It is also currently envisaged that upon completion of the construction of the first phase of the Vietnam Project, the construction of the second and third phases of the Vietnam Project is expected to, barring any unforeseen circumstances, commence thereafter subject to additional debt and/or equity financing to be arranged. **There is currently however no assurance or certainty that the additional debt and/or equity financing referred to above will be successfully obtained, or if they are obtained, what their terms may be. Accordingly, it is currently not known whether New Swiber Group will have sufficient funding or liquidity to support its business operations, including the development and construction of the Vietnam Project, and how New Swiber Group intends to service its obligations under any equity or debt instruments issued in relation thereto. Please also refer to the risk factor "Even if the Project Owner and Thang Uy are nominated as the developer of the Vietnam Project, there may not be sufficient financing to develop, construct and operate the Vietnam Project" set out in Appendix C of this Circular.**

Indicative Equity Value of New Swiber Group

- 3.12. The BDO Equity Value Valuation Report was commissioned by SHL to provide an indicative equity value range of the New Swiber Group as part of the restructuring of SHL and its relevant subsidiaries.
- 3.13. Under the BDO Equity Value Valuation Report, the estimated indicative equity value ranges of the New Swiber Groups are as follows:
- (a) On a restructured basis immediately after completion of the Investment Agreement (assumed to be as at 31 December 2021) taking into consideration the commitment from Rawabi to invest a further US\$190 million pursuant to the Project Investment: **between US\$208 million and US\$284 million**; and
 - (b) As at the end of six (6) years after New Swiber Closing (assumed to be 31 December 2027, when the development and construction of the first phase of the Vietnam Project is expected to be completed), on the assumption (amongst others) that the New Swiber Group receives the further US\$190 million pursuant to the Project Investment following the satisfaction of various milestones in relation to the proposed development of the Vietnam Project, and that the three phases of the Vietnam Project are fully operational from 1 January 2028, 1 January 2031 and 1 January 2034 respectively: **between US\$1.2 billion and US\$1.4 billion.**
- 3.14. In arriving at the foregoing valuation, the Independent Valuer has adopted the Income Approach as the primary approach, using the discounted cash flow methodology, given that, amongst others, the value proposition of New Swiber Group's operating businesses is primarily income driven, underpinned by the prospects of the power generation industry in Vietnam, and the discounted cash flow methodology will better reflect a valuation that is based on the expected income derived from New Swiber Group's intended operating business, i.e. the Vietnam Project.
- 3.15. A summary of the BDO Equity Value Valuation Report is set out in Appendix G to this Circular. Shareholders are advised to read and consider the summary carefully, in particular the terms of reference and key assumptions. In particular, the estimation of the indicative value range of the New Swiber Group on the bases as set out in Sections 3.13(a) and (b) of this Circular above under the BDO Equity Value Valuation Report is primarily based on the value of its power generation business in Vietnam in accordance with the financial forecasts provided by the management of SHL. It does not take into account any fundamentally different business that New Swiber Group may pursue in the foreseeable future. **Please also refer to the risk factor "the BDO Equity Value Valuation Report and the BDO Rule 1014(5) Valuation Report are subject to various key assumptions and evolving market conditions, which may result**

in significant and unexpected changes to them" set out in Appendix C of this Circular.

4. USE OF PROCEEDS AND RATIONALE FOR THE PROPOSED TRANSACTIONS AND THE PROPOSED DISPOSAL

Use of Proceeds

- 4.1. The proceeds of US\$10 million from the New Swiber Investment are currently intended to be applied by New Swiber towards:
- (a) the development funding to be contributed by New Swiber towards the first phase of the Vietnam Project;
 - (b) the general working capital requirements of the New Swiber Group; and
 - (c) the reimbursement to the Group of the Reimbursement Amount of up to US\$3.2 million pursuant to the Post-Closing Reimbursement.

As the aggregate consideration for the Share Transfer is only US\$1.00, it is not meaningful to discuss the use of proceeds from the Share Transfer.

Rationale for the Proposed Transactions and the Proposed Disposal

- 4.2. Since the Company was placed under judicial management on 6 October 2016, the Company has been engaging with potential investors for cash injections into the Group with a view to rehabilitating the Company.
- 4.3. In view of the growing opportunities in the power sector and given the Group's engineering and project management capabilities and technical expertise, it has been part of the corporate strategy of the Company to diversify its existing business to include the power business, particularly the LNG to power segment. The Company has recognised that there is generally a growing demand for cleaner energy such as power generated from LNG and the Company believes that the diversification into the power sector will not only offer new business opportunities for the Company and provide the Company with new revenue streams, but will also support the long-term growth of the Group. For the purpose of such diversification, the Company had incorporated Project Owner in June 2018 to undertake the power business.
- 4.4. In particular, in respect of the Proposed Transactions and the Proposed Disposal, given the Group's engineering capabilities and technical expertise as well as the growing demand for cleaner energy in Vietnam, the Company and Rawabi have agreed to explore the opportunity to develop, construct and operate the LNG Power Plant Facility, with the first phase of the Vietnam Project currently estimated to cost approximately US\$1 billion to construct. In furtherance of the foregoing, the Investment Agreement was entered into between the Company and Rawabi, where:
- (a) in order to give effect to Rawabi's intention to invest into a member of the Group with a sustainable capital structure on which to rebuild part of the Group's current business and simultaneously diversify into the power business, New Swiber will be incorporated as a new company and will acquire the Transfer Assets from the Group pursuant to the Internal Restructuring;
 - (b) Rawabi had negotiated for at least 80% shareholding in New Swiber through the subscription of new ordinary shares at an aggregate issue price of US\$10 million by way of the New Swiber Investment. Further details on the factors taken into consideration in arriving at the aggregate issue price of US\$10 million are set out in Section 5.2.2(b) of this Circular; and
 - (c) Rawabi has additionally undertaken to invest up to US\$190 million in the Project Owner (which will be transferred to the New Swiber Group pursuant to the Internal

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Restructuring), which is envisaged to be involved in the development, construction and operation of the Vietnam Project, by way of the Project Investment, further details of which are set out under Section 3 of this Circular.

In view of the above, the Internal Restructuring and the New Swiber Investment from Rawabi will not only provide the Group the chance to rehabilitate parts of its business as a going concern, but also allow Rawabi to contribute capital and expertise to SHL's pivot to the LNG-to-power business to be continued to be developed under the New Swiber Group after the Internal Restructuring.

- 4.5. As for the remaining 20% shareholding in New Swiber, SHL had to consider the interests of all stakeholders which include the creditors of SHL and SOC, the existing Shareholders of SHL, the existing management of SHL and the professional services providers to SHL and SOC. As such, it was commercially agreed between the Judicial Managers and Rawabi that the remaining 20% shareholding in New Swiber will be allocated for the benefit of the Unsecured Creditors, the Existing Shareholders, the Key Management and the Professional Services Providers. Further details relating to the pro forma shareholding structure of New Swiber immediately following the New Swiber Closing are set out under Section 2.9.3 of this Circular. In particular:

- (a) as the Company is currently placed under judicial management, in respect of the Unsecured Creditors, the Proposed Transactions and the Proposed Disposal, if completed, would be a significant step towards providing an opportunity for some recovery to them, and are necessary to carry out a restructuring of the Company's and SOC's existing unsecured debts, as compared to an alternative scenario of a liquidation of SHL and SOC where it is very likely that the Unsecured Creditors will get NIL recovery;
- (b) in respect of the Professional Services Providers, the Proposed Transactions and the Proposed Disposal, if completed, would allow the Professionals' Relevant Debts to be partially settled;
- (c) in respect of the Key Management, the proposed issuance of the Key Management Shares on New Swiber Closing would provide the Key Management with a stake in New Swiber, which will be issued at no consideration to the Key Management SPV as an incentive for the Key Management to stay on and continue to manage the business operations of the New Swiber Group after New Swiber Closing; and
- (d) in respect of the Existing Shareholders, the proposed issuance of the Shareholders New Swiber Shares on New Swiber Closing would provide them with the opportunity to participate in the future of the New Swiber Group after completion of the New Swiber Investment, through their shareholdings in New Swiber (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular). SHL believes that (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular) SHL's Existing Shareholders will benefit from the receipt of the Shareholders New Swiber Shares, as they will, going forward, hold shares in a restructured New Swiber, where the New Swiber Group will not only carry significantly less debt immediately following the completion of the New Swiber Investment as compared to the Group, but will also continue to operate the business of providing engineering services as currently operated under the Group's offshore and engineering division and will have the opportunity to diversify into the LNG-to-power sector.

5. APPLICABILITY OF CHAPTER 10 OF THE LISTING MANUAL TO PROPOSED TRANSACTIONS

5.1. Consultation with the SGX-ST in relation to the applicability of Chapter 10 of the Listing Manual to the Proposed Transactions

- 5.1.1. Rule 1007(2) of the Listing Manual requires that, where the disposal of an issuer's interest in a

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subsidiary is undertaken in conjunction with an issue of shares by that subsidiary, the relative figures in Rule 1006 of the Listing Manual must be computed based on the disposal and the issue of shares.

- 5.1.2. As the Proposed Disposal involves the Company disposing of part of its interest in New Swiber pursuant to the Share Transfer in conjunction with the proposed issuance of the Investor Subscription Shares, the Creditors Shares (other than the Group Allocated Creditors Shares), the Key Management and Professional Shares and the Shareholders New Swiber Shares, on New Swiber Closing, the SGX-ST has confirmed, pursuant to the Company's consultation with the SGX-ST, that Rule 1007(2) of the Listing Manual is applicable to this Proposed Disposal.
- 5.1.3. The Company had, pursuant to its consultations with the SGX-ST, also sought, amongst others, a confirmation from the SGX-ST on the bases set out in the Company's letter to the SGX-ST dated 30 March 2021, as amended and/or supplemented by the Company's letters to the SGX-ST dated 21 June 2021 and 20 September 2021 (the "**Consultation Letter**") that Chapter 10 of the Listing Manual is not applicable to:
- (a) in respect of the Creditors Shares, (i) the transfer by SHL and/or SOC of any Creditors Shares to any Unsecured Creditor(s) pursuant to any Relevant Creditors Shares Transfer(s) or Subsequent Creditors Shares Transfer(s) (as the case may be) following the New Swiber Closing; and (ii) the sale of any Undistributed Creditors Shares following the New Swiber Closing for the purposes of the Unsecured Creditors Net Proceeds Distribution;
 - (b) in respect of the Professionals Shares, (i) the subsequent transfer(s) of any Professionals Shares by SHL to the Professional Services Provider(s) pursuant to any Subsequent Professionals Shares Transfers following the New Swiber Closing; and (ii) the sale of any Undistributed Professionals Shares following the New Swiber Closing for the purposes of the Professionals Net Proceeds Distribution; and
 - (c) in respect of the Undistributed Shareholders New Swiber Shares, (i) the subsequent transfer by SHL and/or any other Group Company of any Undistributed Shareholders New Swiber Shares to the relevant Existing Shareholder(s) following the New Swiber Closing; and (ii) the sale of any Undistributed Shareholders New Swiber Shares following the New Swiber Closing for the purposes of distributing the net proceeds from such sale to the relevant Existing Shareholder(s).
- 5.1.4. Pursuant to the Company's consultations with the SGX-ST, the SGX-ST had informed the Company in relation to the confirmation sought above that Chapter 10 of the Listing Manual is not applicable to the foregoing transfers and/or disposals of Creditors Shares, Undistributed Creditors Shares, Professionals Shares, Undistributed Professionals Shares and Undistributed Shareholders New Swiber Shares post-New Swiber Closing.

5.2. **The Proposed Disposal as a Major Transaction under Chapter 10 of the Listing Manual**

5.2.1. Disposed Shareholding

As set out in Section 2.4.3 of this Circular above, as SHL and certain other Group Companies are unsecured creditors of SOC and certain other Group Companies are unsecured creditors of SHL, the Unsecured Creditors would include SHL and (where applicable) such other Group Companies, who would be entitled to be allocated Creditors Shares pursuant to the Interim Distributions.

As at the Latest Practicable Date and based on the admitted debts of SHL and SOC filed with the Judicial Managers for purposes of voting at the meeting of the creditors of SHL and SOC held on 23 February 2021 which debts were previously adjudicated based on a cut-off date of 6 October 2016 (being the JM Appointment Date) ("**Current Admitted Debts**"), only SHL (and no other Group Company) is estimated to be allocated approximately 0.48% of the total issued shares in New Swiber on an enlarged basis immediately after New Swiber Closing pursuant to

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the Interim Distributions by reason of the allocation of Creditors Shares to it in its capacity as an Unsecured Creditor of SOC (such shareholding percentage of SHL in New Swiber derived from the Creditors Shares to be allocated to it, being the "**SHL Shareholding in New Swiber**") with the remaining 99.52% being held by or for the benefit of persons outside the Group pursuant to the Proposed Disposal (such shareholding percentage in New Swiber that is actually held by or for the benefit of persons outside the Group immediately after New Swiber Closing being the "**Disposed Shareholding**").

For the avoidance of doubt:

- (a) notwithstanding that the Creditors Shares will be issued to SHL and SOC on New Swiber Closing, as described under Section 2.4.2(d) of this Circular above, the Creditors Shares will be held by SHL and SOC as bare trustees for the Unsecured Creditors of SHL and SOC respectively, until such time that the Creditors Shares Distribution takes place, and SHL and/or SOC are therefore not entitled to the beneficial interest in the Creditors Shares (other than the Group Allocated Creditors Shares). As such, the Creditors Shares (other than the Group Allocated Creditors Shares) have not been and will not be included in the percentage shareholding in New Swiber held by the Group immediately after New Swiber Closing, and accordingly all of the Creditors Shares (other than the Group Allocated Creditors Shares) are and will be considered as part of the Disposed Shareholding;
- (b) notwithstanding that the Professionals Shares will be issued to SHL on New Swiber Closing, as described under Section 2.4.4 of this Circular above, the Professionals Shares will be held by SHL as a bare trustee for the Professional Services Providers until such time that the Professionals Shares Distribution takes place, and SHL is therefore not entitled to the beneficial interest in the Professionals Shares. As such, the Professionals Shares have not been and will not be included in the percentage shareholding in New Swiber held by the Group immediately after New Swiber Closing, and accordingly all of the Professionals Shares are and will be considered as part of the Disposed Shareholding; and
- (c) in the event that there are any Undistributed Shareholders New Swiber Shares which will be held by SHL and/or any other Group Company for the benefit of the relevant Existing Shareholder(s) following New Swiber Closing, such Undistributed Shareholders New Swiber Shares are and will be considered as part of the Disposed Shareholding. This is because SHL and/or such other Group Company are not entitled to the beneficial interest in such shares and are only holding such shares as a bare trustee for the relevant Existing Shareholder(s) until such time that they can be subsequently transferred or disposed of as described in Section 14.3 of this Circular,

(collectively, the "**Excluded New Swiber Shares**").

In view of the above, for the purposes of computing the relative figures in respect of the Proposed Disposal under Chapter 10 of the Listing Manual, the Company has computed such the relative figures based on the Disposed Shareholding being 99.52% of the total issued shares in New Swiber on an enlarged basis immediately after New Swiber Closing. Please refer to Section 5.2.4 of this Circular below for the computations of the relative figures in respect of the Proposed Disposal under Chapter 10 of the Listing Manual.

5.2.2. Aggregate issue price of Investor Subscription Shares and consideration for Share Transfer etc.

In respect of the Disposed Shareholding (which arises from the Share Transfer and the proposed issuance by New Swiber of the Investor Subscription Shares, the Creditors Shares (other than the Group Allocated Creditors Shares), the Key Management Shares, the Professional Shares and the Shareholders New Swiber Shares):-

- (a) the consideration for the Share Transfer, being US\$1.00, was commercially agreed between the Company and Rawabi on the basis that the Company is expected to hold

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only a nominal number of shares (being subscriber shares) in New Swiber upon the incorporation of New Swiber and up to New Swiber Closing, and that such Share Transfer will be undertaken only to give effect to the proposed shareholding structure of New Swiber on New Swiber Closing as set out in Section 2.9.3 of this Circular;

- (b) the aggregate issue price of the Investor Subscription Shares, being US\$10 million, was commercially agreed between the Company and Rawabi after arm's length negotiations and on a willing-buyer, willing-seller basis, upon taking into consideration, inter alia, the potential funding needs of the restructured New Swiber Group, including in relation to the development, construction and operation of the first phase of the Vietnam Project (if the Vietnam Project is successfully secured), to be spearheaded by the engineering and power divisions operated by PAPE Engineering and the Project Owner respectively;
- (c) for the Creditors Shares (other than the Group Allocated Creditors Shares) and the Professionals Shares, please refer to (i) Sections 2.3.5 and 2.3.6 of this Circular above for the factors taken into account in arriving at the Transfer Assets Consideration, which will be settled by way of the issuance of the Creditors Shares and the Professionals Shares; and (ii) Sections 2.4.2(e)(iii) and 2.4.4 of this Circular above for the factors taken into consideration in arriving at the amounts to be settled by way of the Creditors Shares Distribution and the Professionals Shares Distribution; and
- (d) for the Key Management Shares and the Shareholders New Swiber Shares, as mentioned in Section 2.5.1(a) of this Circular, such shares will be issued by New Swiber at no consideration. Please see Sections 2.5.1(a) and 2.5.3 of this Circular for the rationale for the issuance of the Key Management Shares and the Shareholders New Swiber Shares, respectively.

5.2.3. Valuation relating to the Proposed Disposal

Pursuant to Rule 1014(5) of the Listing Manual, where a disposal of assets is one where any of the relative figures as computed on the bases set out in Rule 1006 exceeds 75%, the issuer must appoint a competent and independent valuer to value the assets to be disposed of. As the relative figures in respect of the Proposed Disposal computed on the bases set out in Rule 1006(b) and 1006(c) exceed 75%, the Company had appointed the Independent Valuer to determine the indicative equity value of 100% equity interest in the capital of New Swiber on a restructured basis (ie after taking into account the completion of the Internal Restructuring and the Intercompany Balances Settlement) immediately prior to New Swiber Closing, for purposes of the Proposed Disposal.

A summary of the valuation report dated 11 April 2022 issued by the Independent Valuer in relation to the indicative equity value of 100% equity interest in the capital of New Swiber on a restructured basis (ie after taking into account the completion of the Internal Restructuring and the Intercompany Balances Settlement) immediately prior to New Swiber Closing (the "**BDO Rule 1014(5) Valuation Report**") is set out in Appendix H to this Circular.

In arriving at such valuation, the Independent Valuer has adopted the Sums of the Parts Approach, given that New Swiber on a restructured basis comprise a few entities. The value of New Swiber on a restructured basis is hence derived from a summation of the equity values of the underlying entities. Based on the BDO Rule 1014(5) Valuation Report, the indicative equity value of 100% equity interest in the capital of New Swiber on a restructured basis (ie after taking into account the completion of the Internal Restructuring and the Intercompany Balances Settlement) immediately prior to New Swiber Closing, as at 31 December 2021 is approximately US\$2.07 million. Shareholders are advised to read and consider the summary of the BDO Rule 1014(5) Valuation Report as set out in Appendix H to this Circular in respect of such valuation carefully, in particular the terms of reference and key assumptions.

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5.2.4. Relative Figures for the Proposed Disposal

The relative figures for the Proposed Disposal computed on the applicable bases set out in Rule 1006 of the Listing Manual, based on the unaudited consolidated financial statements of the Group for the three (3) months ended 31 March 2016 ("**1Q2016**") (being the latest announced consolidated accounts of the Group) are set out below:

Rule	Bases of computation	The Proposed Disposal (\$' million)	Group (\$' million)	Relative figure
1006(a)	Net asset value of assets to be disposed of, compared with the Group's net asset value ⁽¹⁾	(4.50)	666.28	(0.68)%
1006(b)	Net profits/(loss) attributable to the assets disposed of, compared with the Group's net profits/(loss) ^{(2) (3)}	16.94	11.68	145.09%
1006(c)	Aggregate value of consideration received, compared with the Company's market capitalisation based on the total number of issued shares excluding treasury shares ⁽⁴⁾	66.02	51.10	129.19% ⁽⁴⁾
1006(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue	-	-	Not applicable, as there is no issuance of equity securities by the Company.
1006(e)	The aggregate volume or amount of proven and probable reserves to be disposed of, compared with the aggregate of the Group's proven and probable reserves	-	-	Not applicable, as the Company is not a mineral, oil or gas company.

Notes:

- (1) Assuming the completion of the Internal Restructuring had taken place on 31 December 2021 (being the end of the Relevant Quarter), and after taking into account and including the Balances Settlement Amount of approximately US\$5.72 million (approximately S\$7.84 million based on the Illustrative Exchange Rate) as at 31 December 2021 in the net asset value ("**NAV**") of New Swiber pursuant to the requirement under Paragraph 3.2(a) of Practice Note 10.1 of the Listing Manual, the proforma unaudited net asset value of New Swiber Group based on the unaudited proforma consolidated financial statements of the Project Owner, PAPE Engineering and Holmen Heavylift for the Relevant Quarter is negative US\$3.30 million (approximately negative S\$4.52 million based on the Illustrative Exchange Rate). Based on the Disposed Shareholding of 99.52%, the unaudited proforma NAV of the assets to be disposed of is negative US\$3.28

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million (approximately negative S\$4.50 million based on the Illustrative Exchange Rate). The unaudited net asset value of the Group for 1Q2016 is US\$486.16 million (approximately S\$666.28 million based on the Illustrative Exchange Rate).

- (2) Based on profits or loss before income tax, minority interest and extraordinary items.
- (3) Assuming the completion of the Internal Restructuring and the Intercompany Balances Settlement had taken place on 31 December 2021 (being the end of the Relevant Quarter), based on the unaudited proforma consolidated financial statements of the Project Owner, PAPE Engineering and Holmen Heavylift for the Relevant Quarter and after taking into account certain proforma adjustments including, amongst others, the effect of the Intercompany Balances Settlement which will be effected prior to New Swiber Closing, the unaudited proforma consolidated net profit of New Swiber Group for the Relevant Quarter is approximately US\$12.42 million (approximately S\$17.02 million based on the Illustrative Exchange Rate). Based on the Disposed Shareholding of 99.52%, the unaudited proforma net profit for the Relevant Quarter attributable to the assets to be disposed of is US\$12.36 million (approximately S\$16.94 million based on the Illustrative Exchange Rate). The net profit of the Group for 1Q2016 is approximately US\$8.52 million (approximately S\$11.68 million based on the Illustrative Exchange Rate).
- (4) In accordance with Paragraph 3.2(b) of Practice Note 10.1 of the Listing Manual, in computing the aggregate value of consideration received under Rule 1006(c), such value includes:-
 - (i) the Balances Settlement Amount of approximately US\$5.72 million (approximately S\$7.84 million based on the Illustrative Exchange Rate) as at 31 December 2021;
 - (ii) the maximum amount payable by New Swiber to the Company pursuant to the Post-Closing Reconciliation, in the event that the net working capital of the New Swiber Group at the date of New Swiber Closing is more than US\$0, of US\$500,000 (approximately S\$0.69 million based on the Illustrative Exchange Rate) ("**Maximum Reconciliation Amount**");
 - (iii) the Maximum Reimbursement Amount of US\$3.2 million (approximately S\$4.39 million based on the Illustrative Exchange Rate);
 - (iv) (assuming that the Unsecured Creditors' Partial Debts Settlement will be effected) the Unsecured Creditors Settlement Amount of US\$35 million (approximately S\$47.97 million based on the Illustrative Exchange Rate), based on the 100% Implied Equity Value and the Creditors Shares constituting approximately (but not exceeding) 14% of the enlarged total issues shares of New Swiber immediately following New Swiber Closing (as referred to in Section 2.4.2(e)(iii) of this Circular); and
 - (v) (on the basis that the Unsecured Creditors Settlement Amount is US\$35 million) the Professionals Settlement Amount of US\$3.75 million (approximately S\$5.14 million based on the Illustrative Exchange Rate), based on the 100% Implied Equity Value and the Professionals Shares constituting approximately (but not exceeding) 1.5% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing (as referred to in Section 2.4.4 of this Circular).

Accordingly, the relative figure under Rule 1006(c) is based on the aggregate value of consideration of approximately US\$48.17 million (approximately S\$66.02 million based on the Illustrative Exchange Rate), which comprises (i) the aggregate consideration of US\$1.00 for the Share Transfer; (ii) approximately US\$5.72 million, being the Balances Settlement Amount as at 31 December 2021; (iii) US\$500,000, being the Maximum Reconciliation Amount; (iv) US\$3.2 million, being the Maximum Reimbursement Amount; (v) US\$35 million, being the Unsecured Creditors Settlement Amount referred to above; and (vi) US\$3.75 million, being the Professionals Settlement Amount referred to above, compared to the market capitalisation of the Company of approximately S\$51.10 million, which is determined by multiplying the 460,376,986 issued shares in the Company by S\$0.111, being the weighted average price of the Company's Shares transacted on 26 July 2016, being the last full Market Day preceding the suspension of trading of the Company's Shares on the SGX-ST (the "**SHL Market Capitalisation**").

As the relative figure in Rule 1006(a) is a negative figure and the Proposed Disposal does not fall within the situations in paragraphs 4.3 and 4.4 of Practice Note 10.1 of the Listing Manual and the relative figures in Rules 1006(b) and 1006(c) exceed 20%, the Proposed Disposal

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would constitute a "major transaction" under Rule 1014 and would be subject to the approval of the Shareholders of the Company. Accordingly, the Company will be seeking the approval of its Shareholders for the Proposed Disposal at the EGM.

6. FINANCIAL EFFECTS OF THE PROPOSED DISPOSAL

The proforma financial effects of the Proposed Disposal set out below are for illustrative purposes only and should not be taken as an indication of the actual future financial performance or position of the Group following the Proposed Disposal, nor a projection of the future financial performance or position of the Group after completion of the Proposed Disposal.

6.1. Financial Effects of the Proposed Disposal

The proforma financial effects of the Proposed Disposal based on the Group's audited consolidated financial statements for FY2015 (which was prior to the commencement of the judicial management of the Company), being the latest available audited consolidated financial statements of the Group, are set out below:

6.1.1. NTA per share

Assuming that the Proposed Disposal had been completed on 31 December 2015, the NTA per share of the Group would be as follows:

	Before the Proposed Disposal	After the Proposed Disposal⁽¹⁾
NTA (US\$)⁽²⁾	575,136,000	570,061,588
Number of issued shares⁽²⁾	459,469,490	459,469,490
NTA per share (US\$)	1.25	1.24

Notes:

(1) Taking into account the adjustments to eliminate the respective NTA of PAPE Engineering and its subsidiaries, and the minority interests held by the Group in Holmen Heavylift and its subsidiaries which were accounted for in the Group's audited consolidated financial statements for FY2015. No adjustments were made for the Project Owner as it was not in existence in FY2015, having been incorporated in FY2019.

(2) Based on the Company's annual report for FY2015.

6.1.2. EPS

Assuming that the Proposed Disposal had been completed on 1 January 2015, the EPS for FY2015 of the Group would be as follows:

	Before the Proposed Disposal	After the Proposed Disposal⁽¹⁾
Net profit/(loss) after tax (US\$)⁽²⁾⁽³⁾	(27,375,000)	(22,570,010) ⁽⁴⁾
Weighted average number of issued shares⁽³⁾	453,215,000	453,215,000
EPS (US cents)	(6.04)	(4.98)

Notes:

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- (1) Taking into account the adjustments to eliminate the respective net profit/(loss) of PAPE Engineering and its subsidiaries, and the share of profits attributable to the minority interests held by the Group in Holmen Heavylift and its subsidiaries which were accounted for in the Group's audited consolidated financial statements for FY2015. No adjustments were made for the Project Owner as it was not in existence in FY2015, having been incorporated in FY2019.
- (2) Net profit/(loss) after tax is calculated based on the net profit/(loss) for FY2015 attributable to owners of the Company.
- (3) Based on the Company's annual report for FY2015.
- (4) Taking into account the adjustment to the Company's net loss after tax for FY2015 to remove (i) the net profits attributable to PAPE Engineering and its subsidiaries of approximately US\$0.90 million and (ii) the aggregated minority interests attributable to Holmen Heavylift and its subsidiaries of approximately US\$3.91 million, which were accounted for in the Group's audited consolidated financial statements for FY2015.

6.2. Gain or loss on disposal

Based on (i) the net tangible asset value of the Disposed Shareholding as at 31 December 2021 of approximately negative US\$3,282,116 (equivalent to approximately S\$4,498,140, based on the Illustrative Exchange Rate) based on the unaudited proforma consolidated financial statements of the Project Owner, PAPE Engineering and Holmen Heavylift for the Relevant Quarter and (ii) the proceeds from the Proposed Disposal of US\$1.00 (being the aggregate consideration for the Share Transfer), there will be a gain on disposal, and an excess of such proceeds over such negative net tangible asset value, of approximately US\$3,282,116 (equivalent to approximately S\$4,498,140, based on the Illustrative Exchange Rate).

7. ISSUANCE OF KEY MANAGEMENT SHARES AS AN INTERESTED PERSON TRANSACTION UNDER CHAPTER 9 OF THE LISTING MANUAL

7.1. Interested Person Transactions under Chapter 9 of the Listing Manual

- 7.1.1. Chapter 9 of the Listing Manual governs transactions by an issuer (that is, a company which is listed on the SGX-ST), as well as transactions by the issuer's subsidiaries and associated companies that are considered to be "at risk", with the issuer's interested persons (that is, the issuer's directors, chief executive officer, controlling shareholders and their respective associates). Under Rules 905(1) and (2) and Rule 906(1) of the Listing Manual, when Chapter 9 applies to a transaction with an interested person and if the value of the transaction singly, or, in aggregation with the values of other transactions entered into with the same interested person in the same financial year (a) equals or exceeds 3% of the issuer's latest audited consolidated NTA, the Company shall make an immediate announcement of that transaction, or (b) equals or exceeds 5% of the issuer's latest audited consolidated NTA, that transaction shall be subject to the approval of the shareholders of the issuer. For the avoidance of doubt, Rules 905(1) and (2) and Rule 906(1) of the Listing Manual do not apply to any transaction below S\$100,000, although the SGX-ST may aggregate any such transaction entered into during the same financial year and treat them as if they were one transaction in accordance with Rule 902 of the Listing Manual.

- 7.1.2. For the purposes of Chapter 9 of the Listing Manual:

- (a) "entity at risk" means:
 - (i) the listed company;
 - (ii) a subsidiary of the listed company that is not listed on the SGX-ST or an approved exchange; or
 - (iii) an associated company of the listed company that is not listed on the SGX-ST or an approved exchange, provided that the listed group, or the listed group

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and its interested person(s), has control over the associated company;

- (b) "interested person" means:
 - (i) a director, chief executive officer, or controlling shareholder of the listed company; or
 - (ii) an associate of any such director, chief executive officer, or controlling shareholder.

The SGX-ST may deem any person or entity to be an interested person if the person or entity has entered into, or proposes to enter into: (A) a transaction with an entity at risk; and (B) an agreement or arrangement with an interested person in connection with that transaction;

- (c) "**interested person transaction**" means a transaction between an entity at risk and an interested person; and
- (d) a "**transaction**" includes the provision or receipt of financial assistance, the acquisition, disposal or leasing of assets, the provision or receipt of goods or services, the issuance or subscription of securities, the granting of or being granted options, and the establishment of joint ventures or joint investments, whether or not in the ordinary course of business, and whether or not entered into directly or indirectly.

7.1.3. For the purposes of Chapter 9 of the Listing Manual:

- (a) each of the Directors and/or CEO of the Company (as the case may be);
- (b) each of the controlling shareholders of the Company; and
- (c) an associate of any such Director, CEO or controlling shareholder of the Company,

would be considered an "interested person" within the meaning of Chapter 9 of the Listing Manual. New Swiber, which will be incorporated by the Company as its wholly-owned subsidiary and which will remain as a wholly-owned subsidiary of the Company until New Swiber Closing, is regarded as an "entity at risk" pursuant to Chapter 9 of the Listing Manual.

7.1.4. As stated in Section 2.5.1(a) of this Circular, the Company has identified Raymond Kim Goh, the Executive Chairman of the Company, as the Key Management, who will incorporate the Key Management SPV (which will be wholly-owned by Raymond Kim Goh) for the purposes of receiving the Key Management Shares on New Swiber Closing.

7.1.5. As Raymond Kim Goh is a Director and a controlling shareholder of the Company, the proposed issuance by New Swiber of the Key Management Shares to the Key Management SPV, which will be an associate of Raymond Kim Goh, at New Swiber Closing ("**Proposed Issuance of Key Management Shares to Key Management SPV**"), would constitute an "interested person transaction" under Chapter 9 of the Listing Manual.

7.2. **Value of the Interested Person Transactions and Materiality Thresholds under Chapter 9 of the Listing Manual**

7.2.1. Value of the Proposed Issuance of Key Management Shares to Key Management SPV

- (a) As stated in Section 2.5.1(a) of this Circular, the Key Management Shares will be issued by New Swiber at no consideration to the Key Management SPV, as an incentive for the Key Management to stay on and continue to manage the business operations of the New Swiber Group after New Swiber Closing.

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Notwithstanding that the Key Management Shares will be issued by New Swiber at no consideration, Rule 909(4) of the Listing Manual states that in the case that the market value or book value of the asset to be disposed of is higher than the consideration from an interested person, the value of the transaction is the higher of the market value or book value of the asset. Accordingly, the value at risk to the Group of the Proposed Issuance of Key Management Shares to Key Management SPV is the market value of the Key Management Shares based on the BDO Rule 1014(5) Valuation Report, being US\$31,644 (which is computed based on (i) the indicative equity value of 100% equity interest in the capital of New Swiber on a restructured basis (ie after taking into account the completion of the Internal Restructuring and the Intercompany Balances Settlement) immediately prior to New Swiber Closing, as at 31 December 2021 of approximately US\$2.07 million as stated in the BDO Rule 1014(5) Valuation Report, and (ii) the Key Management Shares constituting approximately 1.5% of New Swiber's enlarged total issued shares immediately following New Swiber Closing).

- (b) Based on the Group's latest audited consolidated accounts for FY2015, the Group's latest audited NTA was approximately US\$575,136,000 (approximately S\$788,223,888 based on the Illustrative Exchange Rate). The aggregate value at risk to the Group of the Proposed Issuance of Key Management Shares to Key Management SPV of US\$31,644 (as mentioned above) represents approximately 0.005% of the Group's latest audited NTA for FY2015 of approximately US\$575,136,000.

7.2.2. Details of Interested Person Transactions with the Same Interested Persons

Other than the Proposed Issuance of Key Management Shares to Key Management SPV (details of which are set out in Section 7.2.1 of this Circular) and transactions which are less than S\$100,000, the Group has not entered into or proposed any interested person transaction with Raymond Kim Goh and/or his associates (including the Key Management SPV) for the period from 1 January 2022 to the Latest Practicable Date.

Accordingly, the aggregate value of all interested person transactions (excluding transactions which are less than S\$100,000) entered into or proposed between the Group and Raymond Kim Goh and/or his associates (including the Key Management SPV) for the period from 1 January 2022 to the Latest Practicable Date, comprising only the Proposed Issuance of Key Management Shares to Key Management SPV, is US\$31,288, representing approximately 0.005% of the Group's latest audited NTA for FY2015 of approximately US\$575,136,000.

7.2.3. Compliance with Announcement Requirements under Rule 917 of the Listing Manual Not Required

Since the aggregate value of the Proposed Issuance of Key Management Shares to Key Management SPV (being the only interested person transaction entered into and/or proposed by the Group with Raymond Kim Goh and/or his associates (including the Key Management SPV) from 1 January 2022 to the Latest Practicable Date) is less than 3% of the Group's latest audited NTA, the announcement requirements under Rules 905(1) and (2) of the Listing Manual do not apply in respect of the Proposed Issuance of Key Management Shares to Key Management SPV. Accordingly, the Company does not need to make any announcement of the Proposed Issuance of Key Management Shares to Key Management SPV in accordance with the announcement requirements set out in Rule 917 of the Listing Manual. Nonetheless, details of the Proposed Issuance of Key Management Shares to Key Management SPV are set out in this Section 7 of this Circular for the Shareholders' information and to show that the thresholds under Rules 905(1) and (2) of the Listing Manual are not crossed.

7.2.4. Shareholders' Approval Not Required

Since the aggregate value of the Proposed Issuance of Key Management Shares to Key Management SPV (being the only interested person transaction entered into and/or proposed by the Group with Raymond Kim Goh and/or his associates (including the Key Management

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SPV) from 1 January 2022 to the Latest Practicable Date) is less than 5% of the Group's latest audited NTA, Shareholders' approval pursuant to Rule 906(1) of the Listing Manual is not required for the Proposed Issuance of Key Management Shares to Key Management SPV.

7.2.5. Rationale for the Proposed Issuance of Key Management Shares to Key Management SPV

Please refer to Section 2.5.1(a) of this Circular for the rationale for the Proposed Issuance of Key Management Shares to Key Management SPV.

The Judicial Managers have considered and reviewed the terms of, the rationale for and benefit of the Proposed Issuance of Key Management Shares to Key Management SPV and are of the view that the Proposed Issuance of Key Management Shares to Key Management SPV is on normal commercial terms and is not prejudicial to the interests of the Company and its minority shareholders.

7.3. **Total Value of Interested Person Transactions**

The aggregate value of all interested person transactions (excluding transactions which are less than S\$100,000) entered into and/or proposed between the Group and all interested persons for the period from 1 January 2022 to the Latest Practicable Date, comprising only the Proposed Issuance of Key Management Shares to Key Management SPV, is US\$31,288, representing approximately 0.005% of the Group's latest audited NTA for FY2015 of US\$575,136,000.

8. **THE PROPOSED WHITEWASH RESOLUTION**

8.1. **General Offer Requirement under the Code**

- (a) Pursuant to Rule 14.1 of the Code, except with the SIC's consent, where 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 persons acting in concert with him) carry 30% or more of the voting rights of a company, such person will be required to make a mandatory general offer for all the shares not already owned or controlled by them.
- (b) General Principle 1 of the Code states, among other things, that persons engaged in take-over or merger transactions must observe both the spirit and precise wording of the general principles and rules of the Code. The general principles and the spirit of the Code will apply in areas not explicitly covered by any rules of the Code.
- (c) The SIC was consulted on the application of the Code to the New Swiber Investment which will result in Rawabi holding approximately (but not less than) 80% of New Swiber's enlarged total issued shares immediately following New Swiber Closing. In particular, a confirmation was sought from the SIC that (i) the Code does not apply to New Swiber; and (ii) neither Rawabi, the Company nor New Swiber will have to observe the letter and spirit of the general principles and rules of the Code, in relation to the New Swiber Investment.
- (d) In the event that the SIC rules that the Code does apply to New Swiber or that Rawabi, the Company and New Swiber will have to observe the letter and spirit of the general principles and rules of the Code, in relation to the New Swiber Investment, further rulings were sought from the SIC that, subject to a Whitewash Waiver being granted, a mandatory general offer under Rule 14 of the Code need not be made by Rawabi and the parties acting in concert with it upon New Swiber Closing, and that they need not comply with the requirements of Rule 14 of the Code.
- (e) On 24 November 2021, the SIC:
 - (i) ruled that the transactions contemplated under the Proposed Disposal will

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trigger a requirement for Rawabi to make a mandatory offer for New Swiber under Rule 14 of the Code; and

- (ii) granted the Whitewash Waiver, subject to the satisfaction of the SIC Conditions set out in Section 8.2 of this Circular.

8.2. Whitewash Waiver

The SIC granted the Whitewash Waiver subject to, among other things, the satisfaction of the following conditions (collectively, the "**SIC Conditions**"):

- (a) a majority of holders of voting rights of the Company approve at a general meeting, before New Swiber Closing, the Whitewash Resolution by way of a poll to waive their rights to receive a general offer from Rawabi arising from the Investor Subscription Shares which Rawabi will receive as a result of the New Swiber Investment in connection with the Proposed Disposal;
- (b) the Whitewash Resolution is separate from other resolutions to be tabled at the EGM;
- (c) the Rawabi Concert Party Group and parties not independent of them abstain from voting on the Whitewash Resolution;
- (d) the Rawabi Concert Party Group did not acquire or are not to acquire any shares or instruments convertible into and options in respect of shares of the Company or New Swiber (other than subscriptions for, rights to subscribe for, instruments convertible into or options in respect of new shares in the Company or New Swiber which have been disclosed in this Circular):
 - (i) during the period between the Relevant Announcement Date and the date on which Independent Shareholders' approval is obtained for the Whitewash Resolution; and
 - (ii) in the six months prior to the Relevant Announcement Date, but subsequent to negotiations, discussions or the reaching of understandings or agreements with the Judicial Managers in relation to the Proposed Disposal;
- (e) the Company appoints an independent financial adviser to advise its Independent Shareholders on the Whitewash Resolution;
- (f) the Company sets out clearly in this Circular:
 - (i) details of the Proposed Disposal;
 - (ii) the dilution effect to Shareholders when they become shareholders of New Swiber due to the Proposed Disposal;
 - (iii) the number and percentage of voting rights in the Company and New Swiber as well as the number of instruments convertible into, rights to subscribe for and options in respect of Shares and New Swiber Shares held by the Rawabi Concert Party Group as at the Latest Practicable Date;
 - (iv) the number and percentage of voting rights in New Swiber to be held by Rawabi as at New Swiber Closing;
 - (v) specific and prominent reference to the fact that the Proposed Disposal could result in Rawabi holding New Swiber Shares carrying over 49% of the voting rights of New Swiber and the fact that Rawabi will be free to acquire further New Swiber Shares without incurring any obligation under Rule 14 to make a mandatory general offer for New Swiber; and

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- (vi) that Independent Shareholders, by voting for the Whitewash Resolution, are waiving their rights to a general offer from Rawabi at the highest price paid by the Rawabi Concert Party Group for the Shares and New Swiber Shares in the past six months preceding the Relevant Announcement Date;
- (g) this Circular states that the Whitewash Waiver is subject to the SIC Conditions stated in paragraphs 8.2(a) to 8.2(f) above;
- (h) the SIC's approval be obtained in advance for those parts of this Circular that refer to the Whitewash Resolution; and
- (i) to rely on the Whitewash Resolution, the transactions contemplated under the Proposed Disposal must be completed within three months of the approval of the Whitewash Resolution at the EGM.

The Company understands that Rawabi does not intend to, nor wishes to be subject to the obligation to, make a mandatory general offer for New Swiber as a result of the transactions contemplated under the Proposed Disposal. As such, in accordance with the SIC Condition set out in Section 8.2(a) of this Circular above, the Company will be seeking the Independent Shareholders' approval of the Whitewash Resolution at the EGM. Independent Shareholders are therefore asked to vote, on a poll, on the Whitewash Resolution as set out as Resolution 2 in the Notice of EGM on pages N-1 to N-4 of this Circular.

As at the Latest Practicable Date, save for the SIC Conditions set out in Sections 8.2(a), 8.2(c), 8.2(d)(i) and 8.2(i) of this Circular above, all the other SIC Conditions set out above have been satisfied.

8.3. Interests of the Rawabi Concert Party Group

As at the Latest Practicable Date, (i) the Rawabi Concert Party Group does not own any Shares in the Company, and does not hold any instruments convertible into, rights to subscribe for or options in respect of, Shares or New Swiber Shares; and (ii) New Swiber has not been incorporated.

In connection with the proposed Whitewash Resolution, Rawabi has confirmed that the Rawabi Concert Party Group has not acquired any shares or instruments convertible into and options in respect of shares of the Company or New Swiber, in the six-month period prior to the Relevant Announcement Date, and will not acquire any shares or instruments convertible into and options in respect of shares of the Company or New Swiber between the Relevant Announcement Date and the date on which Independent Shareholders' approval is obtained for the Whitewash Resolution.

8.4. Interests of Rawabi as at New Swiber Closing

Assuming that the Proposed Disposal is completed at New Swiber Closing, the interests of Rawabi in New Swiber as at New Swiber Closing comprise 12,276,719,629 New Swiber Shares (assuming that the Subscriber Shares to be transferred to Rawabi on New Swiber Closing pursuant to the Share Transfer comprise one New Swiber Share only), representing approximately 80% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing.

8.5. Potential Dilution

The collective shareholding interests of the Independent Shareholders when they become shareholders of New Swiber due to the Proposed Disposal comprise 460,376,986 New Swiber Shares, representing approximately 3% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing.

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8.6. Whitewash Resolution

Independent Shareholders are requested to vote, by way of a poll, on the Whitewash Resolution set out as an ordinary resolution in Resolution 2 in the Notice of EGM, waiving their rights to receive a general offer from Rawabi arising from the Investor Subscription Shares which Rawabi will receive as a result of the New Swiber Investment in connection with the Proposed Disposal.

8.7. Advice to Independent Shareholders

Independent Shareholders should note that:

- (a) **by voting in favour of the Whitewash Resolution, they will be waiving their rights to receive a general offer from Rawabi arising from the Investor Subscription Shares which Rawabi will receive as a result of the New Swiber Investment in connection with the Proposed Disposal at the highest price paid by the Rawabi Concert Party Group for the Shares and New Swiber Shares in the past six months preceding the Relevant Announcement Date;**
- (b) **approval of the Whitewash Resolution is a condition precedent to the completion of the New Swiber Investment (see Section (ii) of this Circular). Accordingly, in the event that the Whitewash Resolution is not passed by the Independent Shareholders, the Proposed Transactions (including the Proposed Disposal, which includes the issuances of the Investor Subscription Shares, the Creditors Shares, the Key Management and Professional Shares and the Shareholders New Swiber Shares) will not take place; and**
- (c) **the Proposed Disposal will result in Rawabi holding New Swiber Shares carrying over 49% of the voting rights of New Swiber, and Rawabi will be free to acquire further New Swiber Shares without incurring any obligation under Rule 14 of the Code to make a mandatory general offer for New Swiber.**

9. ADVICE OF THE INDEPENDENT FINANCIAL ADVISER IN RELATION TO THE PROPOSED WHITEWASH RESOLUTION

- 9.1. Pursuant to the SIC Conditions, ZICO Capital Pte. Ltd. (the "**IFA**") has been appointed as the independent financial adviser to advise the Independent Directors and the Judicial Managers for purposes of making the recommendation to the Independent Shareholders in respect of the proposed Whitewash Resolution on the terms of reference set out in the IFA Letter.

Shareholders should consider carefully the recommendation of the Independent Directors and the Judicial Managers and the opinion of the IFA before deciding whether or not to vote in favour of Resolution 1, being the ordinary resolution relating to the Proposed Disposal and Resolution 2, being the proposed Whitewash Resolution, to be tabled at the EGM. The opinion of the IFA is set out in the IFA Letter as set out in Appendix I of this Circular.

- 9.2. After giving due consideration to, among other things, the factors set out in the IFA Letter, and based on the IFA's analysis and after having considered carefully the information available to the IFA as the Latest Practicable Date, the IFA is of the opinion that the financial terms of the New Swiber Investment (being the subject of the proposed Whitewash Resolution) are, on balance, fair and reasonable, and accordingly, the proposed Whitewash Resolution is not prejudicial to the interests of the Independent Shareholders. Accordingly, the IFA has advised the Independent Directors and the Judicial Managers to recommend the Independent Shareholders to vote in favour of the proposed Whitewash Resolution.

Please also refer to the IFA Letter as set out in Appendix I of this Circular for details.

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10. INTERESTS OF THE JUDICIAL MANAGERS, DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

10.1. Interests in Shares

As at the Latest Practicable Date, as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholders as maintained under the provisions of the Companies Act and the SFA, the interests of the Directors and Substantial Shareholders of the Company in the Shares are set out below:-

	Direct Interest	Deemed Interest	Total Interest	
	Number of Shares	Number of Shares	Number of Shares	% ⁽¹⁾
Directors				
Raymond Kim Goh	3,900,000	70,034,083 ⁽²⁾	73,934,083	16.06
John F. Swinden	-	-	-	-
Oon Thian Seng ⁽³⁾	22,500	-	22,500	0.005
Substantial Shareholders (Other than Directors)				
Pang Yoke Min	19,619,760	24,591,750 ⁽⁴⁾	44,211,510	9.60
Newshire Capital Limited	70,034,083	-	70,034,083	15.21
Yeo Chee Neng	10,201,500	70,034,083 ⁽⁵⁾	80,235,583	17.43

Notes:

- (1) Based on 460,376,986 Shares in issue as at the Latest Practicable Date.
- (2) Mr Raymond Kim Goh is deemed to have an interest in the 70,034,083 Shares held by Newshire Capital Limited by virtue of Section 4 of the SFA and also has share options to subscribe for 5,000,000 Shares granted pursuant to the employee share option scheme of the Company (the "**Swiber Employee Share Option Scheme**").
- (3) Mr Oon Thian Seng also has share options to subscribe for 300,000 Shares granted pursuant to the Swiber Employee Share Option Scheme.
- (4) Mr Pang Yoke Min is deemed to have an interest in 24,591,750 Shares held through nominee accounts with DBS Nominees Pte Ltd and Raffles Nominees (Pte) Limited.
- (5) Mr Yeo Chee Neng is deemed to have an interest in the 70,034,083 Shares held by Newshire Capital Limited by virtue of Section 4 of the SFA.

10.2. Interests in the Proposed Disposal

As at the Latest Practicable Date, save as disclosed in this Circular, including in relation to the Proposed Issuance of Key Management Shares to Key Management SPV, the proposed issuance of the Professionals Shares, and the proposed issuance of the Shareholders New Swiber Shares, none of the Judicial Managers and the Directors and, to the best of the knowledge of the Judicial Managers and the Directors, none of Substantial Shareholders of the Company have any direct or indirect interest in the Proposed Disposal other than through their respective interests arising by way of their shareholdings in the Company and/or directorships in the Group (including the New Swiber Group following the New Swiber Closing), as the case may be.

10.3. **Abstention from Voting**

Raymond Kim Goh, who will be receiving Key Management Shares in his capacity as Key Management through the Key Management SPV, will abstain from voting his shareholdings in respect of Resolution 1, being the proposed ordinary resolution in relation to the Proposed Disposal and Resolution 2, being the proposed Whitewash Resolution, to be tabled at the EGM. He will also procure his associates (including Newshire Capital Limited) to abstain from voting their respective shareholdings, if any, in respect of Resolution 1, being the proposed ordinary resolution in relation to the Proposed Disposal and Resolution 2, being the proposed Whitewash Resolution.

10.4. **Directors' Service Contracts**

No person is proposed to be appointed as a director of the Company in connection with the Proposed Disposal. Accordingly, no service contract for such appointment is proposed to be entered into between the Company and any such person.

11. **EXTRAORDINARY GENERAL MEETING**

11.1. **Date and Time of EGM**

The EGM is convened for the purpose of considering and, if thought fit, passing with or without any modifications, the ordinary resolutions set out in the Notice of EGM.

The EGM, notice of which is set out on pages N-1 to N-4 of this Circular, will be held on 28 April 2022 at 10.00 a.m., by way of electronic means pursuant to the COVID-19 Order and the Joint Statement by Accounting and Corporate Regulatory Authority, Monetary Authority of Singapore and Singapore Exchange Regulation in relation to Guidance on the Conduct of General Meetings Amid Evolving COVID-19 Situation issued on 1 October 2020 and updated on 4 February 2022.

11.2. **No attendance in person at EGM**

As a precautionary measure to the current COVID-19 situation in Singapore, **Shareholders will not be able to attend the EGM in person**. Instead, alternative arrangements have been put in place to allow Shareholders to participate at the EGM by:

- (a) watching the EGM proceedings via "live" audio-and-video webcast or listening to the EGM proceedings via "live" audio feed;
- (b) submitting questions in advance of, or "live" at, the EGM;
- (c) voting at the EGM (i) "live" by the Shareholders themselves or their duly appointed proxy(ies) (other than the Chairman of the EGM) via electronic means; or (ii) by appointing the Chairman of the EGM as proxy to vote on their behalf at the EGM.

Please refer to Section 13 of this Circular below for further details on the alternative arrangements.

In addition, Shareholders should note that the Company may make further changes to its EGM arrangements (including but not limited to any applicable alternative arrangements as may be prescribed or permitted (as the case may be) under the COVID-19 Act and any regulations promulgated thereunder (including the COVID-19 Order) as well as other guidelines issued by the relevant authorities) as the COVID-19 situation evolves. Shareholders are advised to keep abreast of any such changes as may be announced by the Company from time to time on SGXNET or on the Company's website at the URL: http://www.swiber.com/ir-IJM_JM_announcements.html.

12. NO DESPATCH OF PRINTED COPIES OF CIRCULAR, NOTICE OF EGM AND PROXY FORM

In line with the provisions under the COVID-19 Order, no printed copies of this Circular, the Notice of EGM and the Proxy Form in respect of the EGM will be despatched to Shareholders.

Instead, copies of this Circular, the Notice of EGM and the Proxy Form have been uploaded on SGXNET and are now also available on the following website at the following URL: http://www.swiber.com/ir-IJM_JM_announcements.html.

A Shareholder will need an Internet browser and PDF reader to view these documents on SGXNET and the Company's designated website.

Shareholders are advised to read this Circular carefully in order to decide whether they should vote in favour of or against the ordinary resolution relating to the Proposed Disposal and the Whitewash Resolution to be proposed at the EGM.

13. ACTION TO BE TAKEN BY SHAREHOLDERS

13.1. Alternative arrangements

Alternative arrangements have been put in place to allow Shareholders to participate at the EGM as follows:

(a) Registration to attend the EGM

As a precautionary measure due to the current COVID-19 situation in Singapore, Shareholders will not be able to attend the EGM in person. Instead, the EGM will be held by way of electronic means.

Shareholders or where applicable, their appointed proxy(ies) as well as investors holding shares in the Company through relevant intermediaries (as defined in Section 181 of the Companies Act) (including investors holding shares in the Company through the Central Provident Fund ("**CPF**") or Supplementary Retirement Scheme ("**SRS**") ("**CPF Investors**" or "**SRS Investors**") ("**Investors**")), will be able to watch the proceedings of the EGM through a "live" audio-and-video webcast via their mobile phones, tablets or computers or listen to these proceedings through a "live" audio feed.

In order to do so, Shareholders and Investors must follow these steps:

- (i) Shareholders and Investors who wish to follow the proceedings through a "live" audio-and-video webcast via their mobile phones, tablets or computers or listen to the proceedings through a "live" audio feed must pre-register themselves for the EGM at the URL http://www.swiber.com/ir-IJM_JM_announcements.html no later than 10.00 a.m. on 25 April 2022 ("**Registration Cut-Off Time**").
- (ii) The Investors (including CPF Investors / SRS Investors) must inform their respective Depository Agents ("**DAs**") (including where applicable the respective banks approved by CPF to be their agent banks (the "**CPF Agent Banks**") or agent banks approved by CPF under the Supplementary Retirement Scheme (the "**SRS Operators**")) that they have registered to watch the "live" audio-and-video webcast and/or audio feed of the proceedings of the EGM and provide their DAs with their registration details in order for their DAs to in turn pre-register their interest with the Company.
- (iii) Following verification, an email containing instructions on how to access the "live" audio-and-video webcast and/or audio feed of the proceedings of the EGM will be sent to authenticated Shareholders and Investors by 6.00 p.m. on

LETTER TO SHAREHOLDERS

26 April 2022.

- (iv) Shareholders and Investors who do not receive any email by 6.00 p.m. on 26 April 2022, but have registered by the Registration Cut-Off Time, should contact the Company at sg-swiber@kpmg.com.sg with the following details included: (1) the full-name of the Shareholder or Investor; (2) his/her/its identification/registration number; and (3) manner in which his/her/its Shares are held (for example, via CDP / CPF / SRS), for verification purposes, before 6.00 p.m. on 27 April 2022.

(b) **Submission of questions in advance of or "live" at the EGM**

Shareholders and Investors may submit substantial and relevant questions related to the resolutions to be tabled for approval for the EGM in advance of, or "live" at, the EGM.

How to submit questions in advance of EGM

Shareholders and Investors may submit questions in advance of the EGM in the following manner:

- (i) All questions must be submitted by 10.00 a.m. on 25 April 2022:
- via the pre-registration website at the URL <https://conveneagm.sg/SHLEGM2022>;
 - by email to sg-swiber@kpmg.com.sg; or
 - by post to Swiber Holdings Limited (Judicial Managers Appointed) c/o KPMG Services Pte. Ltd., 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581.

All questions submitted in advance of the EGM must be received by the Company by the time and date stated above to be treated as valid.

- (ii) Shareholders and Investors submitting questions are required to state:
- their full name;
 - their identification/registration number; and
 - the manner in which his/her/its shares in the Company are held (e.g. via CDP, CPF, SRS and/or scrip),

failing which the Company shall be entitled to regard the submission as invalid and not respond to the questions submitted.

- (iii) The Company will endeavour to address all substantial and relevant questions relating to the resolutions to be tabled for approval at the EGM as received from Shareholders and Investors before the EGM on SGXNET and the Company's website at the URL http://www.swiber.com/ir-IJM_JM_announcements.html, or during the EGM.
- (iv) The Company will, within one month after the date of the EGM, publish the minutes of the EGM on SGXNET and the Company's website at the URL http://www.swiber.com/ir-IJM_JM_announcements.html, and the minutes will include the responses to the questions referred to above.

LETTER TO SHAREHOLDERS

How to submit questions "live" at the EGM

Shareholders and Investors may submit questions "live" at the EGM in the following manner:

- (A) Shareholders and Investors who have pre-registered and are verified to attend the EGM can ask questions relating to the ordinary resolutions tabled for approval at the EGM "live" at the EGM, by typing in and submitting their questions through the "live" ask-a-question function via the audio-visual webcast platform during the EGM within a certain prescribed time limit.
- (B) Shareholders who wish to appoint a proxy(ies) (other than the Chairman of the EGM) to ask questions "live" at the EGM on their behalf must, in addition to completing and submitting an instrument appointing a proxy(ies), ensure that their proxy(ies) pre-register separately via the registration link that will be sent to the appointed proxy(ies) via email by the EGM service provider, AGM@Convene, upon verification of the Proxy Form(s).
- (C) Shareholders (including CPF and SRS Investors) or, where applicable, their appointed proxy(ies) must access the EGM proceedings via the "live" audio-visual webcast in order to ask questions "live" at the EGM, and will not be able to do so via the audio-only stream of the EGM proceedings.
- (D) The Company will, during the EGM itself, address as many substantial and relevant questions (which are related to the resolutions to be tabled for approval at the EGM) which have not already been addressed prior to the EGM, as well as those received "live" at the EGM itself, as reasonably practicable. Where there are substantially similar questions, the Company will consolidate such questions; consequently, not all questions may be individually addressed.

(c) **Voting "live" at the EGM or by proxy**

Shareholders who wish to exercise their voting rights at the EGM may:

- (i) (where such Shareholders are individuals) vote "live" via electronic means at the EGM or (whether such Shareholders are individuals or corporates) appoint a proxy(ies) (other than the Chairman of the EGM) to vote "live" via electronic means at the EGM on their behalf; or
- (ii) (whether such Shareholders are individuals or corporates) appoint the Chairman of the EGM as their proxy to vote on their behalf at the EGM.

For the avoidance of doubt, CPF and SRS Investors will not be able to appoint third party proxy(ies) (i.e., persons other than the Chairman of the EGM) to vote "live" at the EGM on their behalf.

Pre-registration required for shareholders and proxies

Shareholders (including CPF and SRS Investors) who wish to vote "live" via electronic means at the EGM must first pre-register themselves at the pre-registration website at the URL <https://conveneagm.sg/SHLEGM2022>. Shareholders who wish to appoint a proxy(ies) (other than the Chairman of the EGM) to vote "live" via electronic means at the EGM on their behalf must, in addition to completing and submitting an instrument appointing a proxy(ies), ensure that their proxy(ies) pre-register separately via the registration link that will be sent to the appointed proxy(ies) via email by the EGM service provider, AGM@Convene, upon verification of the Proxy Form(s).

Unique access details for "live" voting will be provided to Shareholders (or their appointed proxy(ies)) who pre-registered and are verified to attend the EGM.

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Submission of Proxy Form

In relation to the appointment of the proxy to attend, speak and vote on behalf of the Shareholder at the EGM:

- (A) Shareholders (whether individual or corporate) appointing proxy(ies) or the Chairman of the EGM as proxy must give specific instructions as to his manner of voting, or abstentions from voting, in respect of a resolution in the Proxy Form. If no specific instructions as to voting are given, (aa) (in the case of the appointment of the Chairman of the EGM as proxy), such appointment of the Chairman will be treated as invalid; and (bb) (in the case of the appointment of anyone other than the Chairman of the EGM as proxy(ies)), the proxy(ies) will vote or abstain from voting at his/her/their discretion.
- (B) The Proxy Form must be submitted to the Company in the following manner:
- if submitted by post, to Swiber Holdings Limited (Judicial Managers Appointed) c/o KPMG Services Pte. Ltd., 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581; or
 - if submitted electronically, be submitted via (i) email at sg-swiber@kpmg.com.sg, or (ii) the pre-registration website at the URL <https://conveneagm.sg/SHLEGM2022>,

in either case, by 10.00 a.m. on 26 April 2022 (being **48 hours** before the time fixed for the EGM). **All Proxy Forms must be received by the Company by the time and date stated above to be treated as valid.**

The Proxy Form is not valid for use by Investors and shall be ineffective for all intents and purposes if used or purported to be used by them. A CPF Investor / SRS Investor may:

- (1) vote "live" via electronic means at the EGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or
- (2) appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by 10.00 a.m. on 19 April 2022, being 7 working days before the date of the EGM.

In view of the current COVID-19 situation in Singapore, Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email or the pre-registration website.

13.2. Depositor not member

A Depositor shall not be regarded as a Shareholder of the Company entitled to attend the EGM and to speak and vote thereat unless he is shown to have Shares entered against his name in the Depository Register as certified by CDP to the Company as at 72 hours before the time fixed for holding the EGM.

14. ENTITLED SHAREHOLDERS, FOREIGN SHAREHOLDERS AND UNDISTRIBUTED SHAREHOLDERS NEW SWIBER SHARES

14.1. General

No prospectus has been or will be registered or filed with any regulatory authority in any jurisdiction in relation to the New Swiber Shares described herein. Accordingly, no New Swiber Shares may be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to Rawabi pursuant to an exemption under Section 275(1A) of the SFA; (ii) to the Unsecured Creditors, the Professionals and the Existing Shareholders pursuant to the MAS Declaration; and (iii) to the Key Management SPV pursuant to an exemption under Section 272 of the SFA; or (iv) otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA, in each case subject to compliance with the applicable conditions set out in the SFA.

Shareholders should obtain independent legal or other professional advice prior to receiving any New Swiber Shares, subscribing for or purchasing New Swiber Shares or making any offer, sale, resale, pledge or other transfer of any New Swiber Shares, including in relation to the applicable exemptions under Subdivision (4) of Division 1 of Part 13 of the SFA and the conditions thereof. Each Existing Shareholder shall, by virtue of receiving New Swiber Shares pursuant to the Proposed Disposal, be deemed to (a) represent and warrant to the Company and New Swiber that it/he is aware of the limitations and restrictions described herein; and (b) agree to be bound by such limitations and restrictions.

14.2. Entitled Shareholders

As set out in Section 2.5.1(b) of this Circular above, subject to (a) the arrangements in respect of Foreign Shareholders set out below and (b) the required administrative steps (if any) to be taken by Existing Shareholders in order to receive their entitlement to the Shareholders New Swiber Shares, the Existing Shareholders will be issued Shareholders New Swiber Shares on New Swiber Closing, the allocation of which, as at the Latest Practicable Date, would be on the basis of one (1) Shareholders New Swiber Share for every one (1) Share held by each Existing Shareholder on the Books Closure Date.

Further details on the required administrative steps (if any) to be taken by Existing Shareholders in order to receive their entitlement to the Shareholders New Swiber Shares will be announced by the Company in due course. Specifically, the company secretary and/or share registrar of New Swiber would require the relevant details and documents of the Existing Shareholders (excluding Foreign Shareholders as at the Books Closure Date) to update the register of members of New Swiber and/or to conduct the necessary Know-Your-Customer checks in respect of Existing Shareholders whose details would be lodged with the Accounting and Corporate Regulatory Authority ("**ACRA**"). Further details in relation to the administrative steps to be taken by the relevant Existing Shareholders for such purposes will be announced by the Company in due course. As at the Latest Practicable Date, it is estimated that such administrative steps would take approximately 30 days to complete in respect of each relevant Existing Shareholder after receipt of all required details and documents from such Existing Shareholder, and a reasonably sufficient time will be provided to such Existing Shareholders to complete these administrative steps ahead of New Swiber Closing. However, in the event that, despite such time given to such Existing Shareholders, any of such Existing Shareholders fail to complete the administrative steps, they will not be able to receive their Shareholders New Swiber Shares on New Swiber Closing but these shares will constitute Undistributed Shareholders New Swiber Shares, which will be held by SHL and/or any other Group Company as a bare trustee for such persons as further elaborated under Section 14.3 of this Circular below.

14.3. Foreign Shareholders and Undistributed Shareholders New Swiber Shares

The sending of this Circular to Foreign Shareholders may be affected by the laws of the relevant overseas jurisdictions. The distribution of this Circular 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. It is the responsibility of any Foreign Shareholder who wishes to access this Circular and any related documents to satisfy himself / itself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consents which may be required and compliance with all the necessary formalities or legal requirements.

Furthermore, as there may be Relevant Restrictions in respect of the Shareholders New Swiber Shares, for practical reasons and in order to avoid any violation of the securities legislation applicable in jurisdictions other than Singapore, Foreign Shareholders as at the Books Closure Date will not be entitled to receive the Shareholders New Swiber Shares in their own names in connection with the Proposed Disposal on New Swiber Closing. The Company, New Swiber and/or the Judicial Managers reserve absolute discretion in determining whether an Existing Shareholder may be entitled to receive Shareholders New Swiber Shares in its own name on New Swiber Closing and further reserve the right to refuse issuance of Shareholders New Swiber Shares to an Existing Shareholder in its own name on New Swiber Closing where they believe, or have reason to believe, that such issuance may violate any applicable legislation of any jurisdiction.

Foreign Shareholders who do not presently have an address for the service of notices and documents in Singapore and who wish to be entitled to receive Shareholders New Swiber Shares in their own names on New Swiber Closing should provide such a Singapore address by notifying in writing:

- (a) in the case of Depositors, CDP at 11 North Buona Vista Drive, #06-07 The Metropolis Tower 2, Singapore 138589; and
- (b) in the case of members, the Company's Share Registrar, Boardroom Corporate & Advisory Services, at 1 Harbourfront Avenue, Keppel Bay Tower #14-07, Singapore 098632,

before the Books Closure Date.

Foreign Shareholders as at the Books Closure Date and other Existing Shareholders who are not able to receive their Shareholders New Swiber Shares on New Swiber Closing should note that during the judicial management period of SHL and SOC, arrangements will be made for the Undistributed Shareholders New Swiber Shares which would otherwise have been issued to them on New Swiber Closing, to be held by SHL and/or any other Group Company as a bare trustee for such persons, until such time that:

- (i) such Undistributed Shareholders New Swiber Shares can be transferred to these persons in the reasonable determination of the Judicial Managers upon such persons notifying the Company in writing of an address for the service of notices and documents in Singapore and/or upon such persons providing the required details and documents referred to in Section 14.1 of this Circular (as the case may be), subject to the transferee of such shares bearing the stamp duty (if any) payable and costs and expenses incurred in respect of such transfer; and/or
- (ii) the Undistributed Shareholders New Swiber Shares which would otherwise have been issued to any such Existing Shareholder or Foreign Shareholder (as the case may be) are sold (with the approval of such Existing Shareholder or Foreign Shareholder) and the net proceeds from such sale, after deduction of all expenses therefrom, will be thereafter distributed to such Existing Shareholder or Foreign Shareholder (as the case may be). No Existing Shareholder (including any Foreign Shareholder) or persons

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acting to the account or benefit of any such persons shall have any claim whatsoever against the Company, the Judicial Managers, the Directors, New Swiber, the directors of New Swiber and their respective officers in connection therewith. None of the Judicial Managers, the Company and any other Group Company shall at any time be under any obligation to find any purchaser(s) for any of the Undistributed Shareholders New Swiber Shares.

All stamp duty (if any) payable and costs and expenses incurred in relation to the transfer of any Undistributed Shareholders New Swiber Shares shall be borne by the transferee of such Undistributed Shareholders New Swiber Shares.

Shareholders should however note that as New Swiber will be an unlisted public company in Singapore on and following New Swiber Closing, there is no public market for the shares of New Swiber. In view thereof, there is no certainty or assurance when the sale of any of the Undistributed Shareholders New Swiber Shares referred to in Section 14.3(ii) of this Circular can be undertaken or whether any sale of any of the Undistributed Shareholders New Swiber Shares can be undertaken or will materialize at all. Please also refer to the risk factor "New Swiber will, on and following New Swiber Closing, be an unlisted public company with no open market for trading its shares and will not be required to comply with the listing requirements of the SGX-ST" set out in Appendix C of this Circular.

15. DIRECTORS' AND JUDICIAL MANAGERS' RECOMMENDATIONS

15.1. Proposed Disposal

The Independent Directors and the Judicial Managers, having considered, amongst other things, the terms of the Investment Agreement, the rationale for and the financial effects of the Proposed Transactions and the Proposed Disposal, the opinion of the IFA in the IFA Letter, the Liquidation Analysis and all other information set out in this Circular, are collectively of the view that based on current circumstances, the Proposed Disposal is in the interests of the Company. Accordingly, the Independent Directors and the Judicial Managers recommend that Shareholders vote in favour of Resolution 1, being the ordinary resolution relating to the Proposed Disposal to be proposed at the EGM, as set out in the Notice of EGM.

15.2. Whitewash Resolution

The Independent Directors and the Judicial Managers, having considered, amongst other things, the rationale and terms of the Proposed Disposal and the opinion of the IFA in the IFA Letter are collectively of the view that based on current circumstances, the Whitewash Resolution is in the interests of the Company. Accordingly, the Independent Directors and the Judicial Managers recommend that Shareholders vote in favour of Resolution 2, being the Whitewash Resolution to be proposed at the EGM, as set out in the Notice of EGM.

In rendering the above opinion and giving the above recommendations, the Independent Directors and the Judicial Managers have not had regard to the general or specific investment objectives, financial situation, tax status or position, risk profiles or unique needs and constraints or other particular circumstances of any individual Shareholder. As different Shareholders would have different investment objectives and profiles, the Independent Directors and the Judicial Managers recommend that any Shareholder who may require specific advice in relation to his/its investment should consult his/its stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

Accordingly, the Independent Directors and the Judicial Managers advise that the advice of the IFA and the recommendation of the Independent Directors and the Judicial Managers should not be relied upon by any Shareholder as the sole basis for deciding whether or not to approve the Proposed Disposal and the Whitewash Resolution. Shareholders are advised to read this Circular in its entirety and for those who may

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require advice in the context of their specific investment, to consult their stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

Shareholders should note that Shareholders' approval of Resolution 1 (being the ordinary resolution relating to the Proposed Disposal) and Resolution 2 (being the Whitewash Resolution) is each a Condition Precedent to the completion of the New Swiber Investment under the Investment Agreement. As such, in the event that Resolution 1 (being the ordinary resolution relating to the Proposed Disposal) and/or Resolution 2 (being the Whitewash Resolution) are not approved by the Shareholders and such Condition(s) Precedent are not waived in accordance with the Investment Agreement, the Proposed Transactions, including the Proposed Disposal, will not proceed.

- 15.3. The Chairman of the EGM will accept appointment as proxy for any Shareholder to vote in respect of the ordinary resolution relating to the Proposed Disposal and the Whitewash Resolution to be proposed at the EGM where such Shareholder has given specific instructions in a validly completed and submitted Proxy Form as to voting, or abstentions from voting, in respect of such ordinary resolutions.

16. CONSENTS

- 16.1. The Independent Valuer has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name, the summaries of the BDO Rule 1014(5) Valuation Report and the BDO Equity Value Valuation Report as set out in Appendix H and Appendix G to this Circular and all references thereto and to the BDO Rule 1014(5) Valuation Report and the BDO Equity Value Valuation Report, in the form and context in which they are included and appear in this Circular, and to act in such capacity in relation to this Circular, and the availability of the BDO Rule 1014(5) Valuation Report and the BDO Equity Value Valuation Report as documents for inspection.
- 16.2. The IFA has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and the IFA Letter as set out in Appendix I to this Circular and all references thereto, in the form and context in which they appear in this Circular, and to act in such capacity in relation to this Circular.

17. RESPONSIBILITY STATEMENT

The Directors and the Judicial Managers (including any who may have delegated detailed supervision of this Circular) collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposed Transactions, the Proposed Disposal, the Whitewash Waiver and the Group, and the Directors and the Judicial Managers are not aware of any facts the omission of which would make any statement in this Circular misleading.

Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors and the Judicial Managers has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context. The Directors and the Judicial Managers have not undertaken any independent verification of the information furnished by Rawabi.

In addition, the Judicial Managers have also not independently verified the accuracy and correctness of, and do not accept any responsibility in relation to, the Group's unaudited consolidated financial statements for 1Q2016 and audited consolidated financial statements for FY2015.

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The affairs, business and property of the Company and SOC are being managed by the Judicial Managers. The Judicial Managers act only as agents of the Company and SOC and disclaim all personal liability of any nature whatsoever for all matters arising out of, in connection with and in respect of the judicial management of the Company and SOC.

18. DOCUMENTS AVAILABLE FOR INSPECTION

Subject to prevailing regulations, orders, advisories and guidelines relating to safe distancing which may be issued by the relevant authorities, copies of the following documents will be made available for inspection during normal business hours at the Company's registered office at 12 International Business Park, #01-05 Swiber@IBP, Singapore 609920 from the date of this Circular up to and including the date of the EGM:

- (a) the Investment Agreement;
- (b) the BDO Rule 1014(5) Valuation Report;
- (c) the BDO Equity Value Valuation Report;
- (d) the IFA Letter;
- (e) the letters of consent referred to in Section 16 of this Circular above; and
- (f) the Constitution of the Company.

Yours faithfully,

For and on behalf of

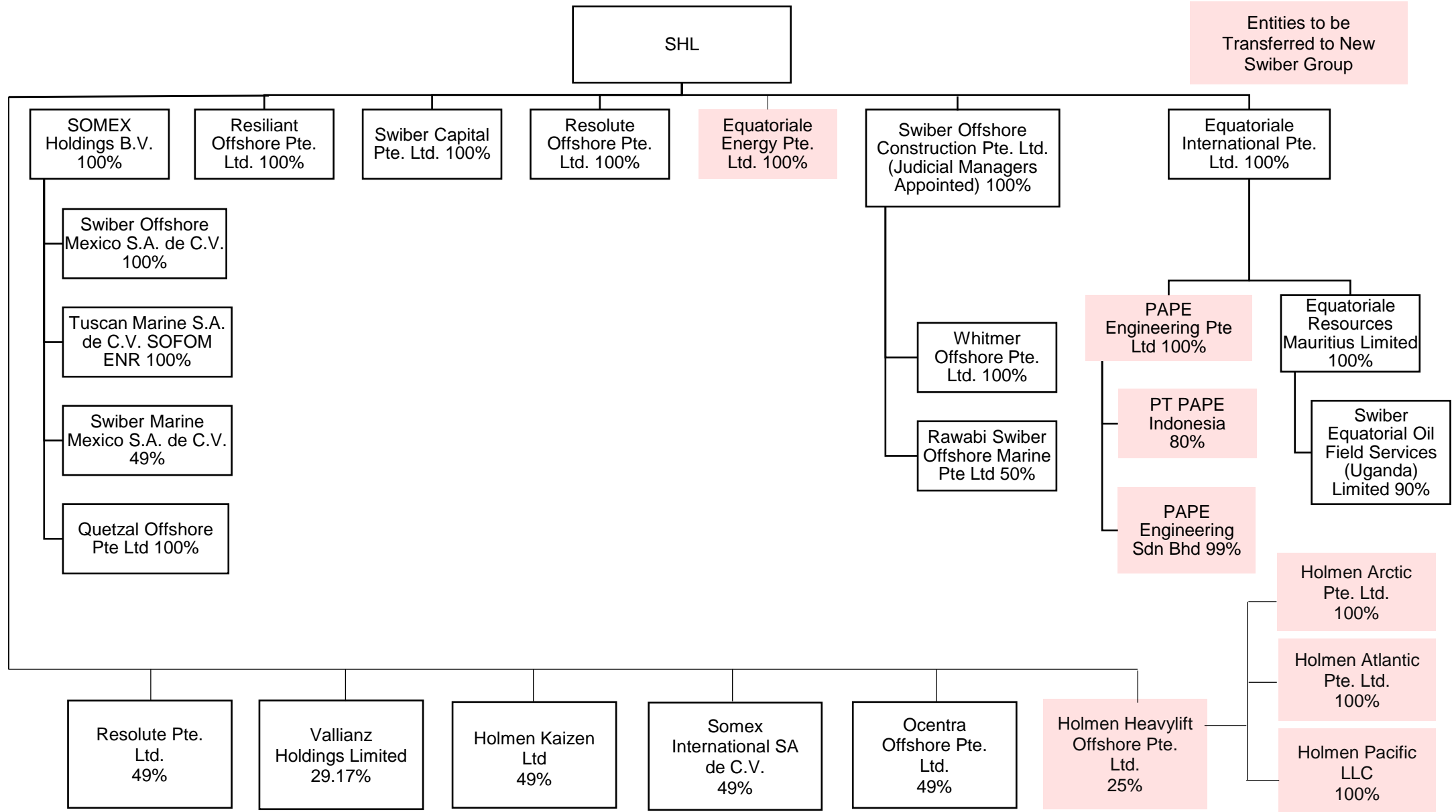
SWIBER HOLDINGS LIMITED (JUDICIAL MANAGERS APPOINTED)

Bob Yap Cheng Ghee
Joint and Several Judicial Manager
11 April 2022

Raymond Kim Goh
Chairman
11 April 2022

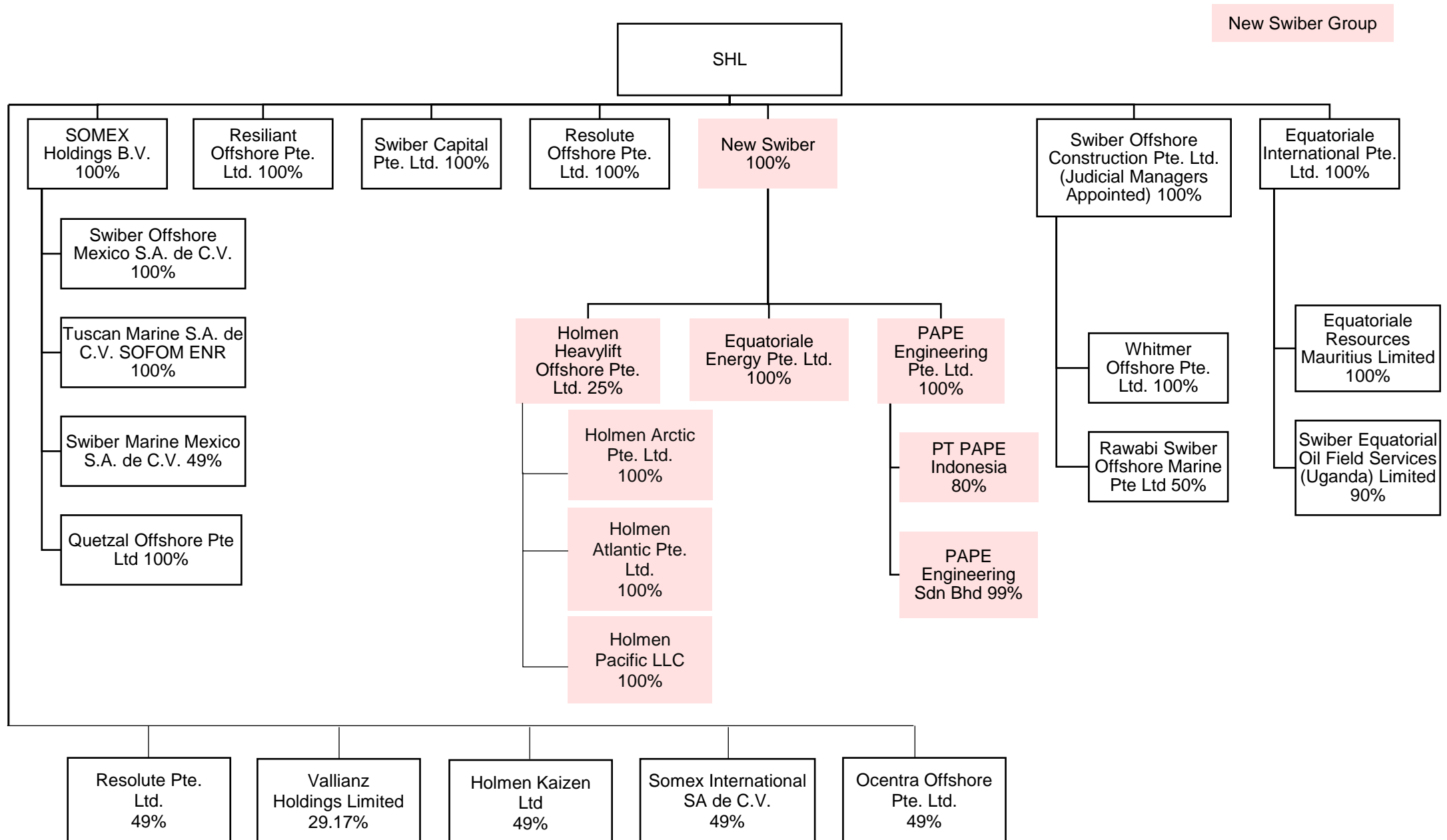
APPENDIX A
GROUP STRUCTURE CHARTS

Figure 1: Group Structure Prior to the Internal Restructuring (as at Latest Practicable Date)*



* Including associated companies but excluding entities in liquidation.

Figure 2: Group Structure After Completion of Internal Restructuring but prior to New Swiber Closing*



* Including associated companies but excluding entities in liquidation.

Figure 3: New Swiber Group Structure After Completion of Internal Restructuring but prior to New Swiber Closing

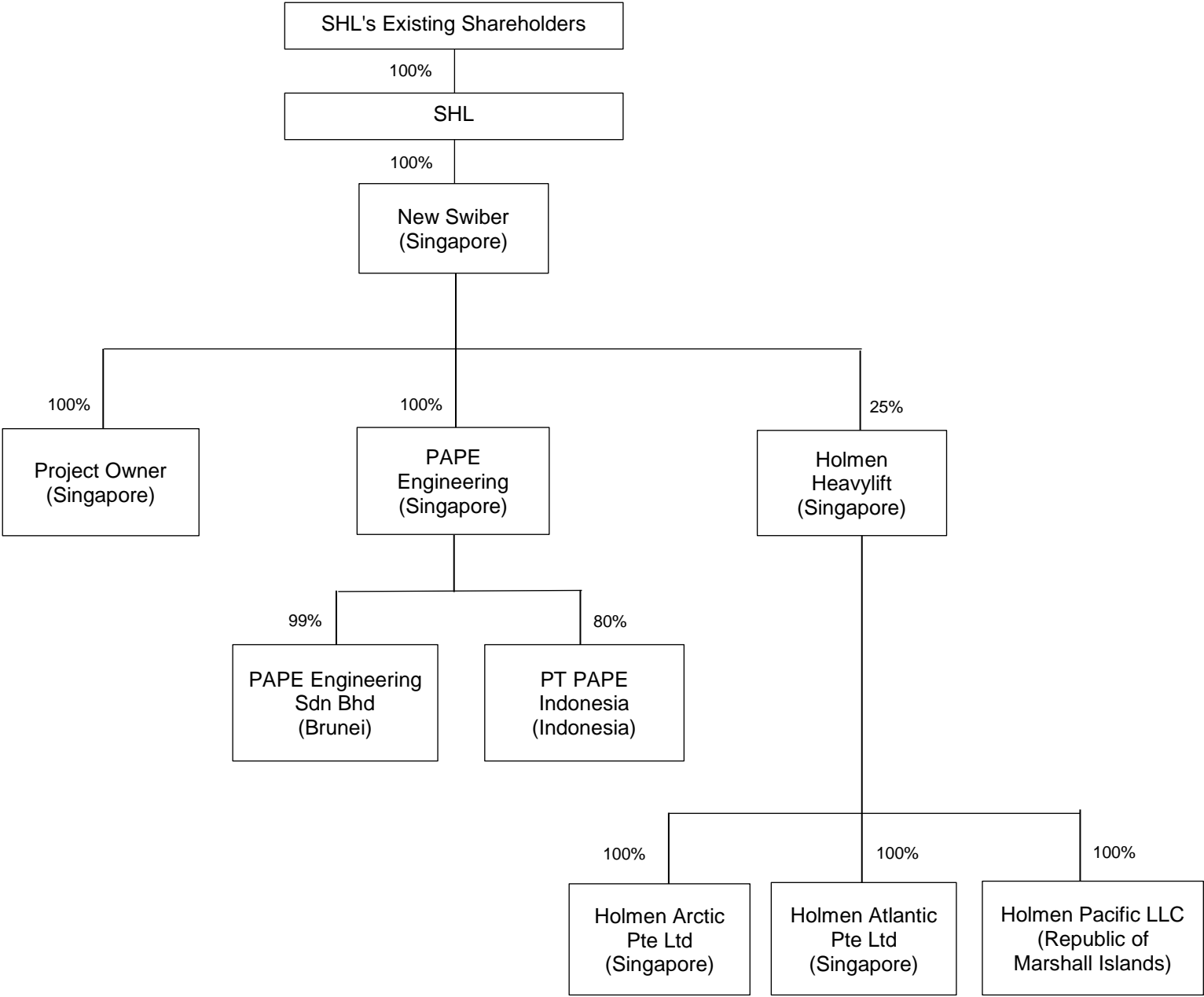
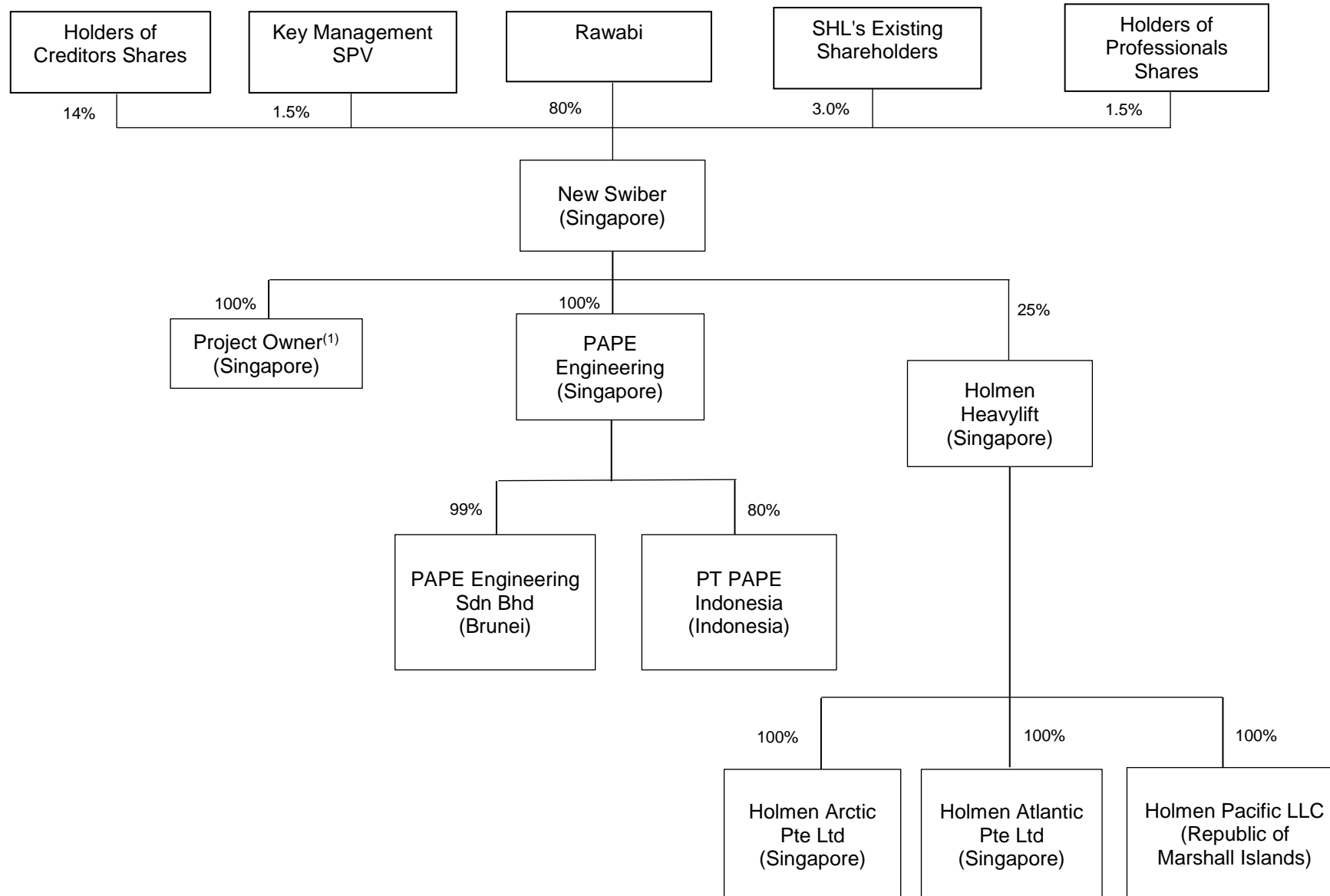
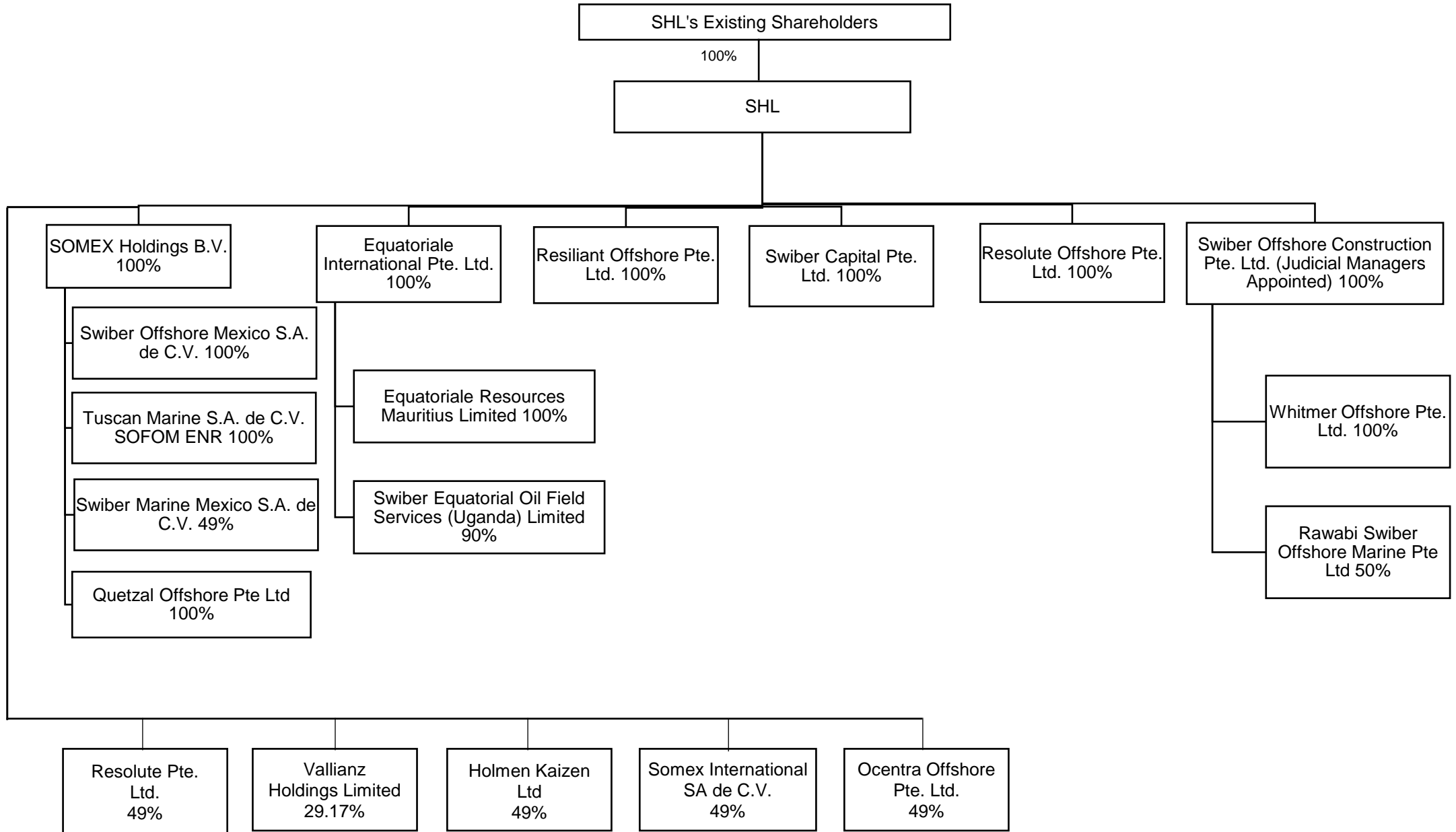


Figure 4: Pro Forma Group Structure of New Swiber Group immediately following New Swiber Closing⁽¹⁾



(1) Rawabi has undertaken under the Investment Agreement to make a proposed investment by way of a proposed subscription by Rawabi for new preference shares in the capital of the Project Owner at an aggregate issue price of up to US\$190 million on such terms and subject to such conditions to be discussed and agreed on the basis of certain key terms set out in the Investment Agreement and to be set out in the Project Owner Investment Agreement and such other definitive agreements to be entered into in relation to such investment. Please see Sections 3.1 to 3.4 of this Circular for further details on the Project Investment.

Figure 5: Group Structure Immediately Following New Swiber Closing*



* Including associated companies but excluding entities in liquidation.

APPENDIX B

LIQUIDATION ANALYSIS IN RESPECT OF SHL

This Liquidation Analysis in respect of SHL has been prepared by the Judicial Managers based on information obtained from the books and records of SHL, information provided by SHL, and publicly available information of the Group. Where information in this Liquidation Analysis has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Judicial Managers has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context. The Judicial Managers have not undertaken any independent verification of such information.

The Judicial Managers have not conducted an audit or a review on the results and the financial positions of SHL in accordance with the Singapore Standards on Auditing or Singapore Standards on Review Engagements. Accordingly, no assurance will be expressed. The Judicial Managers make no representation or warranty as to the accuracy or completeness of such information, statements, estimates or projections contained in this Liquidation Analysis. Shareholders are cautioned against placing undue reliance on the information set out below.

This Liquidation Analysis is prepared solely in respect of SHL (at entity level) and does not reflect the actual consolidated financial statements of the Group.

This Liquidation Analysis had been prepared based on the following bases:

- (a) the timing and quantum of recovery from SHL's claim lodged with the liquidators of one of its subsidiaries in liquidation are estimated, as they are dependent on the total quantum of claims filed against the subsidiary, the recovery from the disposal of the assets of the subsidiary and costs and expenses of liquidation;*
- (b) recovery from SHL's investment held in VHL, an associated company, which is listed on the Catalist board of the SGX-ST, is based on publicly available market traded price or the subscription price for VHL's shares. Disposal of such shares in VHL may require a block sale strategy to avoid a market dilution during the sale, which may reduce the anticipated recovery;*
- (c) the Optimistic Case assumes an optimistic estimated realisable value of the assets of SHL and the Pessimistic Case assumes a pessimistic estimated realisable value of the assets of SHL;*
- (d) the liabilities for Optimistic Case represent the Current Admitted Debts of SHL, whereas the liabilities for Pessimistic Case represent total estimated unsecured debt of SHL comprising (i) Current Admitted Debts of SHL and (ii) amounts due to Unsecured Creditors of SHL who appear in the books and records of SHL as at the date of the appointment of the Judicial Managers but have yet to file their claims with the Judicial Managers; and*
- (e) the estimated realisable value of PAPE Engineering and its subsidiaries (through SHL's indirect ownership of PAPE Engineering held under Equatoriale International Pte. Ltd., a wholly-owned subsidiary of SHL), the Project Owner and 25% shareholding in Holmen Heavylift and its subsidiaries is assumed to be NIL, given that in a liquidation scenario, the inability to complete the Proposed Transactions as contemplated under the Investment Agreement would mean that PAPE Engineering and its subsidiaries, the Project Owner and Holmen Heavylift and its subsidiaries will remain technically insolvent with negative net assets without the completion of the Intercompany Balances Settlement and accordingly it is extremely unlikely for the Group to be able to divest its shareholdings in these entities for value.*

Purely for illustration purposes only, the table below sets out the estimated recovery to SHL's Shareholders:

Estimated recovery to Shareholders of SHL		
	Estimated realisable value (Optimistic Case) (US\$ million)	Estimated realisable value (Pessimistic Case) (US\$ million)
Assets		
Assets subject to specific charges:		
Investment in an associated company	24.5	13.3
Total charged assets (A)	24.5	13.3
Assets not specifically charged:		
Receivables	0.2	0.1
Investment in an associated company	7.6	4.5
Total unencumbered assets (B)	7.8	4.6
Total assets	32.3	17.9
Liabilities		
Liabilities secured with charge over assets:		
Loans from financial institution	(174.3)	(174.3)
Total secured liabilities (C)	(174.3)	(174.3)
<i>Recovery to secured creditors (D)=(A)/(C)</i>	<i>14.1%</i>	<i>7.6%</i>
Costs and expenses of judicial management (E)	(21.6)	(21.6)
Net assets available to Unsecured Creditors of SHL (F)=(B)+(E)	-	-
Preferential unsecured liabilities		
Preferential claims (Employees)	(0.4)	(0.4)
Net assets available to Unsecured Creditors of SHL (G)	-	-
Other unsecured liabilities		
Residual of secured liabilities	(149.8)	(161.0)
Unsecured liabilities	(903.6)	(949.7)
Total other unsecured liabilities (H)	(1,053.4)	(1,110.7)
<i>Recovery to Unsecured Creditors of SHL (I)=(G)/(H)</i>	<i>0.0%</i>	<i>0.0%</i>
Recovery to Shareholders	0.0%	0.0%

Under a liquidation scenario and as illustrated in the table above, the estimated recovery to secured creditors of SHL from the disposal of the secured assets owned by SHL (excluding secured assets owned by the other entities of the Group, if any) would likely range from approximately US\$13.3 million to US\$24.5 million. This represents a recovery ranging from approximately 7.6% to 14.1% of secured claims under the Pessimistic Case and Optimistic Case respectively.

It is very likely that there will be NIL recovery for the Unsecured Creditors of SHL from the unencumbered assets of SHL after taking into consideration secured creditors' claims and the costs and expenses of judicial management, in the liquidation of SHL. Accordingly, it is very likely that there

will be **NIL** recovery for the Shareholders of SHL, who rank after the Unsecured Creditors of SHL in accordance with the priority set out in section 203 of the IRDA, in a liquidation of SHL.

The above Liquidation Analysis is based on the following assumptions:

(i) Investment in associated company

- This represents SHL's investment in VHL, an associated company, consisting of ordinary shares and fixed senior perpetual securities issued by VHL to SHL.
- Valuation of VHL's ordinary shares listed on the Catalist board of SGX-ST is based on the closing share price of S\$0.053 per share as at 31 December 2021 and S\$0.09 per share (being the subscription price at which SHL last subscribed for ordinary shares in VHL), under the Pessimistic Case and Optimistic Case, respectively.
- VHL has a unilateral right to defer the distribution payments for the fixed senior perpetual securities issued to SHL and has been deferring the distribution under the fixed senior perpetual securities since July 2017. There is no certainty that VHL will be making any distribution payments in the near future. On grounds of prudence, the arrears in distribution, aggregating the sum of US\$8.3 million as at 31 December 2021, has not been taken into consideration for the valuation of the fixed senior perpetual securities in both the Optimistic Case and Pessimistic Case scenarios.
- The indicative valuation for the fixed senior perpetual securities is at par value for the Optimistic Case scenario. With the likelihood of (i) continued deferment of distribution payments by VHL and any redemption at the option of VHL, and (ii) any interested buyer for the fixed senior perpetual securities requiring a substantial discount on the value of the fixed senior perpetual securities, the valuation was derived by applying a discount rate higher than the coupon rate to the discounted cash flows of the fixed senior perpetual securities for the Pessimistic Case scenario.

(ii) Receivables

- This relates to SHL's claim lodged with the liquidators of one of its subsidiaries in liquidation. This estimated recovery is uncertain at this juncture based on reasons mentioned in (a) above. The estimated recovery from other subsidiaries in liquidation is uncertain at this juncture and has therefore been excluded from the analysis.

(iii) Costs and expenses of judicial management

- The estimated costs and expenses include working capital requirements to fund the day-to-day operations of SHL and professional fees and disbursements (excluding applicable taxes) of the Judicial Managers and the legal advisers of SHL from 6 October 2016 to 31 December 2021. The Judicial Managers have applied a 40% discount on their time costs.
- As the judicial management of SHL is ongoing and is expected to continue beyond the aforesaid period, there will also be subsequent costs and expenses to account for up to the expiry or the discharge of the Judicial Management Orders.

APPENDIX C

RISK FACTORS

An investment in New Swiber Shares at and following New Swiber Closing involves a number of risks, some of which could be substantial, including market, liquidity, credit, operational, legal and regulatory risks relating to New Swiber Group.

Shareholders should evaluate carefully the information set out in this Appendix C of this Circular (collectively, "**Risk Factors**"), and the other information in this Circular before deciding on the resolutions to be tabled for approval at the EGM and how to cast their votes at the EGM. Shareholders should consider the Risk Factors in light of their own investment objectives, risk appetite and financial circumstances. **Shareholders who are in any doubt as to the course of action that they should take should consult their stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately. Shareholders are responsible for their own investment choices.**

The Risk Factors are not the only risks which New Swiber Group will face. Some risks are not yet known to the Company, the Judicial Managers and/or the entities under New Swiber Group, and there may be others which they currently believe are not material but may subsequently turn out to be so. Factors that affect the value of New Swiber Shares may change and the Risk Factors should not be construed as a comprehensive listing of all the risk factors and the listing is not set out in any particular order.

Following New Swiber Closing, if any of the Risk Factors develops into actual events, the financial position, results, cash flow, performance, business operations and prospects of New Swiber Group could be, directly or indirectly, materially and adversely affected. In the event that any of the foregoing occurs, the value of New Swiber Shares could decline and Shareholders holding New Swiber Shares may lose all or part of their investment in their New Swiber Shares.

This Circular also contains forward-looking statements that involve risks, uncertainties and assumptions. The actual results could differ materially from those anticipated or implied in these forward-looking statements as a result of certain Risk Factors.

(a) Risks relating to ownership of New Swiber Shares

New Swiber will, on and following New Swiber Closing, be an unlisted public company with no open market for trading its shares and will not be required to comply with the listing requirements of the SGX-ST.

As there will not be any transfer of the listing status of the Company to New Swiber, New Swiber will remain unlisted, on and following New Swiber Closing.

This will mean that New Swiber Group will not have access to the Singapore equity capital markets to finance its operations. New Swiber Group will also not be required to comply with the listing requirements of the SGX-ST, in particular the continuing corporate disclosure requirements under Chapter 7 of the Listing Manual and Appendices 7.1, 7.2, 7.4.1 and 7.4.2 of the Listing Manual.

Further, since New Swiber Shares will neither be listed nor publicly traded, it may be difficult for shareholders of New Swiber to sell their New Swiber Shares in the absence of a public market for New Swiber Shares. Any transfer or sale of unlisted or unquoted shares in a Singapore company represented by share certificates may also attract stamp duty. There will also be no open market value of New Swiber Shares. Shares of unlisted public companies are

generally valued at a discount to the shares of comparable listed companies due to the lack of marketability.

As such, there can be no assurance that Shareholders can dispose of their New Swiber Shares at terms and prices favourable to them, if at all.

Rawabi, who will be the controlling shareholder of New Swiber, holding approximately 80% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing, will have significant control over New Swiber and may have interests that are adverse to, or conflict with the interests of other shareholders of New Swiber.

Following New Swiber Closing, Rawabi will be the controlling shareholder of New Swiber holding approximately 80% of the enlarged total issued shares of New Swiber immediately following New Swiber Closing. In addition, as contemplated under the Investment Agreement, the board of directors of New Swiber will comprise such directors to be determined by Rawabi, subject to compliance with applicable laws.

In this regard, following New Swiber Closing, Rawabi will have the ability to exercise substantial influence over New Swiber Group's business, and may cause New Swiber to take actions that are not in, or may conflict with, the best interests of New Swiber and/or its shareholders, including matters relating to New Swiber's management and policies and the election of its directors and senior management, the approval of lending and investment policies, revenue budgets, capital expenditure, dividend policy, strategic acquisitions and fund-raising activities. Rawabi will essentially have veto power in relation to any shareholder action or approval requiring majority vote (including amendments to New Swiber's constitution), and there can be no assurance that Rawabi will vote in a manner consistent with minority shareholders of New Swiber on such matters moving forward.

There is no certainty or assurance that the Project Owner Investment Agreement and/or any other definitive agreements relating to the Project Investment will be entered into following New Swiber Closing and there is no certainty to the terms of such agreements.

As mentioned in Section 3.3 of the Circular, as at the Latest Practicable Date, none of the Project Owner Investment Agreement and any other definitive agreements relating to the Project Investment have been entered into. There is no certainty or assurance that such agreements will be entered into between Rawabi and the Project Owner following New Swiber Closing or that the Project Investment to be undertaken by Rawabi will materialise.

Further, the Project Owner Investment Agreement may not be entered into on such terms as disclosed in this Circular or the terms as contained therein may not be favourable to the shareholders of New Swiber or their continued investment in New Swiber. Even if the Project Owner and Rawabi enter into the Project Owner Investment Agreement, it is currently envisaged that the injection of the Project Investment will be undertaken in Project Investment Tranches and each Project Investment Tranche will be subject to and conditional upon certain conditions precedent to be agreed between the Project Owner and Rawabi, including but not limited to the satisfaction of such milestones in relation to the development of the first phase of the Vietnam Project as may be agreed and set out in the Project Owner Investment Agreement. Accordingly, depending on whether and when such conditions precedents can be fulfilled, there is no certainty or assurance that all or any of the Project Investment Tranches will be injected by Rawabi.

Rawabi as the holder of Investor Preferred Shares in Project Owner may be entitled to distributions from the Project Owner in priority to New Swiber

As mentioned in Section 3.1 of the Circular, Rawabi has undertaken under the Investment Agreement to subscribe for Investor Preferred Shares in the capital of the Project Owner at an aggregate issue price of up to US\$190 million in Project Investment Tranches, on such terms to be agreed and set out in the Project Owner Investment Agreement and such other definitive agreements to be entered into in relation to such investment as may be appropriate.

As mentioned in Section 3.2(b) of the Circular, the Investor Preferred Shares shall have such rights to be agreed between the Project Owner and Rawabi and set out in the Project Owner Investment Agreement. It is currently not known what rights the Investor Preferred Shares to be issued to Rawabi will carry, but such rights may include, *inter alia*, rights for Rawabi to receive distribution in priority to New Swiber (being the holder of ordinary shares in the Project Owner) in the event of a liquidation of the Project Owner and/or to receive preferential dividends before any dividends are paid to New Swiber (being the holder of ordinary shares in the Project Owner). Depending on the terms of the Project Owner Investment Agreement to be entered into, New Swiber may derive limited profit from the Project Owner and shareholders of New Swiber may only get to enjoy limited upside of the Project Owner.

New Swiber Group may not be able to pay dividends to its shareholders following New Swiber Closing.

There is no intention for New Swiber Group to have a formal dividend policy. The form, frequency and amount of future dividends on New Swiber Shares will depend on the actual and projected financial performance and distributable reserves of New Swiber Group which, in turn depends on New Swiber Group successfully implementing its future plans and strategies and on financial, competitive, regulatory, technical and other factors, general economic conditions, New Swiber Group's capital expenditure and other factors specific to its industry, many of which are beyond its control. Any of these factors could have a material adverse effect on New Swiber Group's business, prospects, financial position and results of operations, and hence there is no assurance that New Swiber Group will be able to pay dividends to its shareholders.

Further, New Swiber's ability to declare dividends will be dependent on dividend distributions from its operating subsidiaries and associated companies. Certain of such operating subsidiaries and associated companies may, from time to time, enter into loan facilities with various banks and financial institutions pursuant to which the relevant subsidiary or associated company may be prohibited from making any distribution (including dividends) or which may limit when and how much dividends such subsidiary or associated company can declare and pay out, unless the relevant bank or financial institution has determined that such distribution will not affect the ability of that subsidiary or associated company, as the case may be, from repaying that particular loan. If the relevant subsidiary or associated company incurs debts or losses, such indebtedness or loss may impair its ability to pay dividends or other distributions to New Swiber. As a result, New Swiber's ability to pay dividends to its shareholders will be restricted.

In addition, the receipt of dividends from New Swiber Group's principal operating subsidiaries and associated companies (if any) may be adversely affected by the passage of new laws, adoption of new regulations or changes to, or in the interpretation or implementation of, existing laws and regulations such as foreign exchange controls and other events beyond New Swiber Group's control, and such subsidiaries and associated companies (if any) may not continue to meet such applicable legal and regulatory requirements for the payment of dividends in the future. Source withholding tax and exchange rate fluctuations may also apply to dividends and distributions from New Swiber Group's principal operating subsidiaries and associated companies (if any) to New Swiber. If such subsidiaries and associated companies (if any) stop paying dividends or reduce the amount of the dividends they pay to New Swiber, or dividends become subject to increased tax because of changes in ownership of such subsidiaries and

associated companies (if any) or changes in tax laws or treaties, it would have an adverse effect on New Swiber's ability to pay dividends on the New Swiber Shares.

(b) Risks relating to New Swiber Group's business following New Swiber Closing

The BDO Equity Value Valuation Report and the BDO Rule 1014(5) Valuation Report are subject to various key assumptions and evolving market conditions, which may result in significant and unexpected changes to them

Under the BDO Equity Value Valuation Report (as discussed in Sections 3.12 to 3.15 of this Circular), in arriving at (a) the estimated indicative value range of New Swiber Group on a restructured basis immediately after completion of the Investment Agreement (assumed to be as at 31 December 2021) taking into consideration the commitment from Rawabi to invest a further US\$190 million pursuant to the Project Investment of between US\$208 million and US\$284 million and (b) the estimated indicative value range of New Swiber Group as at the end of six (6) years after New Swiber Closing (assumed to be 31 December 2027, when the development and construction of the first phase of the Vietnam Project is expected to be completed) of between US\$1.2 billion and US\$1.4 billion, the Independent Valuer has made various key assumptions, including but not limited to New Swiber Group operating on a going concern basis, there being no major changes in the corporate taxation basis or rates applicable to New Swiber Group, the future operation of New Swiber Group not being adversely affected by changes to its key personnel, management team and shareholdings, the New Swiber Group receiving the further US\$190 million pursuant to the Project Investment following the satisfaction of various milestones in relation to the proposed development of the Vietnam Project, the three phases of the Vietnam Project being fully operational from 1 January 2028, 1 January 2031 and 1 January 2034 respectively and the concession period for each phase of the Vietnam Project being 25 years.

Under the BDO Rule 1014(5) Valuation Report (as discussed in Section 5.2.3 of this Circular), in arriving at the indicative equity value of 100% equity interest in the capital of New Swiber on a restructured basis (ie after taking into account the completion of the Internal Restructuring and the Intercompany Balances Settlement) immediately prior to New Swiber Closing, as at 31 December 2021, of approximately US\$2.07 million, the Independent Valuer has made various key assumptions, including but not limited to New Swiber Group operating on a going concern basis and continuing to have sufficient capital to support future expenditure and working capital and the capability to achieve the financial forecast, and the future operation of New Swiber Group not being adversely affected by changes to its key personnel, management team and shareholdings.

Shareholders are advised to read and consider the (1) summary of the BDO Rule 1014(5) Valuation Report as set out in Appendix H to this Circular and (2) summary of the BDO Equity Value Valuation Report as set out in Appendix G in respect of such valuations carefully, in particular the key assumptions set out therein.

The various key assumptions and considerations are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond the control of New Swiber Group. Such inherent uncertainties, including the prolonged movement and business activity restrictions and business and operational impact brought about by the ongoing and evolving COVID-19 pandemic, shifts in relevant governmental policies and other significant changes in the economic environment may result in the actual values differing significantly from the indicative values.

New Swiber Group may not be able to successfully integrate the New Swiber Business segments under the Project Owner, PAPE Engineering and Holmen Heavylift into New Swiber Group or successfully identify, acquire or integrate any future acquisition targets.

As mentioned in this Circular, it is currently envisaged that New Swiber Business will include operations under Project Owner, PAPE Engineering and Holmen Heavylift. New Swiber Group may also, in the future, pursue more acquisitions (if any) as part of its growth strategy that may include acquisitions of complementary businesses in certain geographies or exposure to certain industries, and acquisitions of companies with capabilities that are complementary to that of New Swiber Group.

The ability to successfully integrate these business segments could be material to New Swiber Group's business, financial condition, results of operations and/or prospects.

New Swiber Group may face difficulties identifying and acquiring suitable acquisition targets or investments from time to time in the future, and may face further difficulties arising from integrating newly acquired businesses and facilities into its existing operations. New Swiber Group may also experience negative effects on its results of operations and financial condition arising in connection with, or as a result of, the acquisition or investment, including regulatory or compliance issues that could exist for an acquired company or business and potential negative short-term effects on results of operations through increased costs or otherwise.

These effects, individually or in the aggregate, could cause a deterioration of New Swiber Group's credit profile and result in reduced availability of credit to New Swiber Group or increased borrowing costs and interest expense in the future. Any such risks relating to future acquisitions could have a negative effect on New Swiber Group's business, financial condition, results of operations and/or prospects.

New Swiber Group's business strategies and future plans as currently envisaged and disclosed in this Circular may not be implemented and further may not be commercially successful.

There can be no assurance that the business of New Swiber Group will operate in a manner consistent with their business strategies and future plans as currently envisaged and stated in this Circular.

In the event such business strategies and futures plans are implemented by New Swiber Group, there is no assurance that they will be commercially successful or will achieve the expected results or outcome that will be commensurate with the investment costs, or that New Swiber Group will be able to grow effectively. If New Swiber Group fails to achieve a sufficient level of revenue or if its business plans result in the incurrence of debt and liabilities, or if there are any other unanticipated events or circumstances or if their future plans are not successfully implemented, New Swiber Group's business, financial condition, results of operations and/or prospects may be materially and adversely affected.

There is also no certainty or assurance that the potential initial public offering of the shares in New Swiber subsequent to New Swiber Closing, referred to in Section 2.11.1(d) of the Circular, will occur or materialise. As mentioned in Section 2.11.1(d) of the Circular, such potential initial public offering remains subject to, *inter alia*, New Swiber Closing taking place, the Vietnam Project successfully generating sustainable revenues and such other terms and conditions (taking further into account the prevailing market conditions then and the advice of the issue manager and/or underwriters to be appointed) to be determined.

If New Swiber Group is unable to raise additional working capital, it may be unable to fully fund its operations or otherwise execute its business plans following New Swiber Closing, leading to the reduction or suspension of its operations.

As mentioned in Section 4.1 of the Circular, the proceeds of US\$10 million from the New Swiber Investment are currently intended to be applied by New Swiber towards (a) the development funding to be contributed by New Swiber towards the first phase of the Vietnam Project, (b) the general working capital requirements of the New Swiber Group and (c) the reimbursement to the Group of the Reimbursement Amount of up to US\$3.2 million pursuant to the Post-Closing Reimbursement. There is no assurance that New Swiber Group will have or continue to have sufficient working capital to fund its operations and/or execute its business plans. This is especially so if the costs and expenses in relation to its operations increase or accelerate, leading to an accelerated depletion of New Swiber Group's working capital. There is also currently no other binding commitment for, or readily available sources of, additional funding for the purpose of general working capital. There is no guarantee that New Swiber Group will be able to secure sources of funds on a timely basis, on conditions acceptable to the New Swiber Group, to address any shortfall in working capital as may be required to continue its operations and/or execute its business plans. This could lead to a reduction or suspension of its operations and/or business plans, and New Swiber Group's business, financial condition, results of operations and/or prospects will be adversely affected.

Future acquisitions, joint ventures or investments may expose New Swiber Group to increased risks.

New Swiber Group may pursue strategic initiatives, including without limitation, entry into other joint ventures and/or investment into other strategic companies that are complementary to or different from their business. Any existing and future investments may expose New Swiber Group to potential risks, including, amongst others:

- technological, regulatory and operational risks and challenges;
- diversion of the managements' attention and resources from daily business operations during the investment process;
- inability to effectively integrate and manage the acquired businesses or joint ventures;
- failure to realise anticipated synergies for revenue growth and cost benefits;
- unexpected delays and costs to the completion of investments;
- the availability, terms and costs of financing required to fund their investments;
- risk of entering markets in which New Swiber Group may have no or limited prior experience;
- exposure to unknown liabilities; and
- the costs and difficulties in integrating new companies and/or businesses which they may acquire.

If New Swiber Group is unable to successfully implement its acquisition or expansion strategy or address the risks associated with such acquisitions or expansions, or if New Swiber Group encounters unforeseen expenses, difficulties, complications or delays frequently encountered in connection with the integration of acquired entities and the expansion of operations, New Swiber Group's growth and ability to compete may be impaired, and New Swiber Group may fail to achieve acquisition synergies and be required to focus resources on integration of operations, rather than on New Swiber Group's primary businesses.

Activities to expand its operations may also bring New Swiber Group into contact, directly or indirectly, with individuals and entities that are new clients and other products or new markets. These business activities may expose New Swiber Group to new and enhanced risks including reputation risks arising from dealing with a range of new counterparties and/or products. If these risks eventuate, they may have a negative impact on the business of New Swiber Group and its financial performance and position.

New Swiber Group's business is subject to the state of the industry in which it operates.

New Swiber Group is currently envisaged to be an innovative energy solutions provider with engineering capabilities across the power, oil and gas and marine sector, with businesses under the engineering division and the power and infrastructure division.

New Swiber Group's operations are dependent on the state of the industry in which it operates and capital expenditure by its customers. For example, in the energy solutions industry, its business and operations will be affected by the level of activities in the exploration, development and production of natural gas. Such activities are in turn affected by factors such as fluctuations in natural gas prices, changes in capital spending by customers in the natural gas industry, the number and locations of oil and gas fields, and the ability to economically justify putting discoveries of natural gas reserves into production. The price of natural gas is affected by the fundamental principles of supply and demand as well as global political and economic factors and may be volatile. These will in turn affect the level of capital spending by companies in the natural gas industry. Low natural gas prices tend to reduce the amount of natural gas that producers can produce economically. When lower natural gas prices prevail, major natural gas companies generally reduce their spending budgets for drilling, exploration and development, and consequently, demand for New Swiber Group's engineering solutions.

In the event of a reduction in the level of activity in the industries in which New Swiber Group operates as a result of any changes in capital spending by the industries or otherwise, its business, financial condition, results of operations and/or prospects may be adversely affected.

New Swiber Group and its business partners may be affected by external risks, including pandemics such as the COVID-19 pandemic, terrorist attacks, natural disasters, war and other events beyond its control.

The outbreak of COVID-19 is a widespread health crisis that has and may continue to adversely affect the economies and financial markets worldwide. Concerns relating to COVID-19 may restrict travel, limit the ability to carry out meetings to negotiate and enter into transactions or delay constructions of the Vietnam Project.

The COVID-19 outbreak could become even more severe, which may in turn result in protracted volatility in international markets and/or result in a prolonged global economic recession as a consequence of continued widespread disruption to, among others, manufacturing supply chains, imposition of quarantines and prolonged closures of workplaces. The COVID-19 outbreak may result in reduced business volume and activities in the engineering services and power and infrastructure industries. Any decline in the level of activities in these industries resulting in a decrease in demand for New Swiber Group's products and services could adversely affect its businesses.

In addition, since February 2020, the COVID-19 outbreak has caused stock markets worldwide to lose significant value and impacted economic activities in Asia and worldwide. Uncertainty about the effects of the COVID-19 pandemic has resulted in significant disruption to capital and securities markets, which, if continued, may adversely affect New Swiber Group's ability to raise new capital.

It is possible that the outbreak of COVID-19 will cause a prolonged global economic recession, which may have a material adverse effect on New Swiber Group's financial condition and results of operations.

Other external risks, including terrorist attacks, wars, natural disasters, commodity market volatilities, global trade and economy, stability of the global financial and banking systems, foreign exchange fluctuations, political risks, changes in the regulatory landscape, such as those arising from the invasion of Ukraine by Russia, and other events beyond New Swiber Group's control, may lead to uncertainty in the economic outlook of these markets leading to an economic downturn. This in turn could have an adverse effect on parts of New Swiber Group's businesses and negatively affect its business, financial condition, results of operations and/or prospects.

New Swiber Group may require additional financing in the future for growth.

Any expansion and development of New Swiber Group's businesses may require additional capital. In particular, substantial additional funds are required if New Swiber Group wishes to expand or undertake new businesses. New Swiber Group may, from time to time, obtain additional capital through debt and/or equity financing to fund their future capital expenditures. Additional debt financing, if obtained, may expose New Swiber Group to the covenants imposed by financial institutions or lenders. These covenants may include, among others, restrictions on payment of dividends or requirements to dedicate a substantial portion of their cash flow from operations to the repayment of debt. These restrictions will reduce the availability of New Swiber Group's cash flow to fund capital expenditures, working capital and other general corporate purposes and limit their flexibility in planning for, or reacting to, changes in their business and industry.

New Swiber Group's ability to service debts and other contractual obligations will depend on future operations and cash flow generation. Additionally, there can be no assurance that New Swiber Group's profitability and ability to generate positive cash flows can be achieved or maintained or will increase or that New Swiber Group will not incur losses after their capital investment due to, among other things, a potential increase in their operating and financing costs incurred to finance their growth and expansion or lower than expected increase in revenue. Any increase in operating and financing costs without a corresponding increase in revenue will have a negative impact on New Swiber Group's operating results. If any of the above events materialises, New Swiber Group's business, financial condition, results of operations and/or prospects will be adversely affected.

New Swiber Group faces inherent risks from its joint venture which it does not wholly own.

It is envisaged that at New Swiber Closing, New Swiber will own 25% of the total issued shares in Holmen Heavylift, with the remaining 75% stake directly and indirectly held by VHL. A joint venture as such exposes New Swiber Group to the inherent risk of disagreements with VHL regarding the business and operations of Holmen Heavylift that may not be resolved amicably. VHL may (i) have economic or business interests that conflict with the interests of New Swiber; (ii) take action contrary to New Swiber's instructions, requests, policies or objectives; (iii) be unable or unwilling to fulfil their obligations; (iv) have financial difficulties; or (v) dispute the scope of their responsibilities and obligations. Any of these and other factors may negatively affect the performance of Holmen Heavylift, which may in turn negatively affect New Swiber Group's business, financial condition, results of operations and/or prospects.

New Swiber Group is dependent on its ability to attract and retain skilled and experienced personnel and to maintain its labour costs.

New Swiber Group requires skilled and experienced personnel for its operations and to ensure its success. In particular, it is dependent on its ability to attract and retain skilled and experienced directors, engineers, technical and management personnel and New Swiber's inability to do so may constrain its growth and competitiveness. The demand for such personnel is intense and there is no assurance that New Swiber Group will be able to attract or retain skilled and experienced personnel.

In the event that New Swiber Group is unable to successfully attract and retain skilled and experienced personnel, its business, financial condition, results of operations and/or prospects may be materially and adversely affected. Additionally, if any of its skilled and experienced personnel were to join a competitor or form a competing company, it may lose know-how, trade secrets, customers and staff, which may adversely affect its business, financial condition, results of operations and/or prospects.

New Swiber Group is subject to local and international environmental and safety regulations and risks.

New Swiber Group's operations are subject to various local and international environmental protection and safety laws and regulations. Such laws and regulations are becoming increasingly complex and stringent and compliance may become increasingly difficult and costly.

Furthermore, some of these environmental laws and regulations may expose New Swiber Group to liability for the conduct of or conditions caused by others, or for its own acts, even if such acts had complied with all applicable laws at the time of performance. For example, New Swiber Group may be required to pay significant fines and penalties for non-compliance.

Environmental protection laws and regulations may also have the effect of curtailing oil and gas and power and infrastructure development and production activities by New Swiber Group's customers. This would reduce the demand for New Swiber Group's products and services, which would have an adverse impact on its business, financial condition, results of operations and/or prospects.

New Swiber Group may in the future be involved in disputes, legal, regulatory, and other proceedings arising out of its business operations

New Swiber Group may in the future be involved in disputes with various parties in the course of its business including customers, suppliers, employees and ex-employees. Such disputes may involve various matters such as business disputes, employment matters, disputes over intellectual property rights, disputes over breach of confidentiality obligations, and regulatory compliance. New Swiber Group may be the subject of complaints and claims made by its ex-employees in relation to, for instance, claims of unfair dismissal and disputes over employment contracts and terms. During the course of New Swiber Group's operations, it may receive designs, schematics, blue prints and/or drawings of its customers or business partners' products and may be granted access to information which may be the intellectual property of its customers or business partners, and in respect of which New Swiber Group may be under stringent non-disclosure, confidentiality or other contractual obligations to protect. In the event of any confidential information being leaked, stolen or misused by any of New Swiber Group's employees, inadvertently or not, or due to failure of its information technology systems, New Swiber Group may be subject to disputes and claims from its customers or business partners.

These disputes and claims may lead to legal or other proceedings and may result in costs, negative publicity, and the diversion of resources and management's attention regardless of the outcome. Any negative publicity arising from such disputes or complaints against New Swiber Group, whether with or without merit, may negatively affect its reputation and goodwill.

Any unfavourable decisions by regulators may result in regulatory sanctions against New Swiber Group and other person(s) responsible for the breach, including the imposition of fines and/or term of imprisonment, where applicable.

There is competition and potentially new competitors in the market segments in which New Swiber Group operates.

The industries in which New Swiber Group operates are competitive, and it faces competition from other local and international engineering and power and infrastructure solutions providers. It is expected that New Swiber Group will face increased competition from existing competitors and any new entrants into the relevant industry in the future. Competitive factors include price, quality and/or scope of products and services offered by other engineering and power and infrastructure solutions providers and the availability of favourable payment and credit terms. Some of New Swiber Group's competitors may have larger facilities with readily available labour force and longer track record in particular business segments and/or have greater financial, technical, marketing and other resources and could therefore be in a better position to expand their business and market share.

The Project Owner has in recent years diversified into new product segments such as power and infrastructure solutions, focusing on developing large-scale land based and small to mid-scale floating LNG-to-power projects in South East Asia. It aims to provide innovative and sustainable solutions across the LNG value chain. However, the Project Owner as a relatively new player in such a business segment faces strong competition from more established players.

New Swiber Group's competitors may also engage in aggressive pricing which could result in New Swiber Group having to lower its price or improve credit terms in order to secure contracts, thereby lowering its gross profit margins and cash flow. If New Swiber Group fails to compete successfully against existing competitors and/or new entrants, or if its ventures into new product segments are hampered by intense competition, its business, financial condition, results of operations and/or prospects may be adversely affected.

(c) Risks relating to the Vietnam Project

There is no certainty that the consortium to be formed by the Project Owner and Thang Uy will be nominated as the developer of the Vietnam Project.

There is no certainty that the consortium to be formed by Project Owner and Thang Uy will be nominated as the developer of the Vietnam Project and on such terms favourable or acceptable to New Swiber Group. Accordingly, there is no assurance that New Swiber Group's proposed new power and infrastructure business in Vietnam focusing on the development of floating LNG-to-power projects can be established successfully.

Even if the Project Owner and Thang Uy are nominated as the developer of the Vietnam Project, there may not be sufficient financing to develop, construct and operate the Vietnam Project.

Under the Investment Agreement, Rawabi has undertaken to invest up to US\$190 million, to be undertaken in such Project Investment Tranches to be agreed, in the Project Owner for the development of the Vietnam Project, pursuant to the Project Investment. However, the Project Investment (including each Project Investment Tranche) is subject to the satisfaction of various milestones to be agreed in relation to the development of the first phase of the Vietnam Project and is to be invested on such terms and subject to such conditions as to be discussed and agreed on the basis of certain key terms set out in the Investment Agreement and to be set out in the Project Owner Investment Agreement and such other definitive agreements to be entered into in relation to such investment as may be appropriate.

Should any of the conditions not be fulfilled, Rawabi may not inject the Project Investment amount (in whole or part thereof), and the Project Owner's opportunity to participate in the Vietnam Project will be adversely affected.

As stated in Section 4.4 of the Circular, as the first phase of the Vietnam Project is estimated to cost approximately US\$1 billion to construct, even if the entire Project Investment amount will be injected by Rawabi, substantial additional financing would still be required to be obtained by the Project Owner for the Vietnam Project. The Project Owner may however be unable to obtain additional financing to continue or even complete the development, construction and operation of the Vietnam Project on such terms which are acceptable to New Swiber Group (if at all). This could necessitate restructuring or abandoning the Vietnam Project. This may materially and adversely affect the business, financial condition, results of operations and/or prospects of New Swiber Group.

There is no certainty or assurance that the Vietnam Project SHA relating to the Vietnam Project can be agreed and entered into pursuant to the HOTA and there is no certainty on the terms of the Vietnam Project SHA.

As stated in Section 3.10 of the Circular, the Project Owner and Thang Uy, as joint venture parties on an exclusive basis, intend to form a consortium to act as the developer of the Vietnam Project. In the event that such consortium is nominated as the developer for the Vietnam Project, it is intended that the Project Owner and Thang Uy will establish a special purpose company, with the Project Owner taking the lead role in the development of the Vietnam Project and Thang Uy taking the lead role in negotiating with the applicable government agency on behalf of the consortium. The HOTA as referred to in Section 3.10 of the Circular is intended to serve as a framework for negotiations for the Vietnam Project SHA to regulate their relationship as shareholders of such special purpose vehicle. There is no certainty that the Vietnam Project SHA can be agreed and entered into between the Project Owner and Thang Uy. Further, the terms of the Vietnam Project SHA (including the rights (such as rights to profits) and obligations of the Project Owner in relation to the special purpose vehicle and the consortium) are currently not known. Accordingly, it is currently not possible to evaluate the possible merits or risks that may be associated with such joint venture, the consortium and/or the Vietnam Project SHA. Accordingly, the Vietnam Project SHA may expose the Project Owner and New Swiber Group to certain risks that may materially and adversely affect its future business, financial condition, results of operations and/or prospects.

The Vietnam Project may not be implemented in accordance with the manner as currently envisaged and the Vietnam Project PPA may expose New Swiber Group to certain risks that may materially and adversely affect its future business, financial condition, results of operations and/or prospects.

The details relating to the Vietnam Project as set out in this Circular (including Sections 3.5 to 3.11) are based on information currently available to the Company and the Judicial Managers. There is no certainty or assurance that the Vietnam Project will be implemented in accordance with the manner currently envisaged and described in this Circular.

The development and construction of the three-phased Vietnam Project (currently envisaged to generate an aggregate capacity of up to 2.25 GW of electricity), and the ownership and operation of each phase of the LNG Power Plant Facility over a concession period to be agreed with the relevant Vietnamese authorities, will be subject to the terms and conditions of the Vietnam Project PPA to be entered into by the Project Owner with the relevant Vietnamese authorities. However, because the Project Owner has not yet entered into such Vietnam Project PPA, there is no basis to evaluate the possible merits or risks that may be associated with such Vietnam Project PPA, the results of operations or prospects of the Vietnam Project. There is

also no certainty that the Vietnam Project PPA will be entered into on the terms as currently contemplated in this Circular. Although the directors and management of the Project Owner endeavour to evaluate the risks inherent in the Vietnam Project PPA and negotiate with the other parties to the Vietnam Project PPA to safeguard the interest of the Project Owner, there is no assurance that all significant risks will be properly ascertained or assessed or that there will be adequate safeguards built into the Vietnam Project PPA.

Furthermore, the Vietnam Project will involve numerous risks and uncertainties and require extensive research, planning and due diligence. The Project Owner's profitability is largely a function of its ability to manage its costs during the term of the Vietnam Project PPA, and operate the Vietnam Project at optimal levels. However, given the substantial initial capital investments, the Vietnam Project may not be fully monetized for the envisaged duration of the Vietnam Project PPA. If the Project Owner is unable to manage its costs effectively or operate the Vietnam Project at optimal levels, the Project Owner, and in turn New Swiber Group's business, financial condition, results of operations and/or prospects may be materially and adversely affected.

The Vietnam Project faces project management and execution risks.

New Swiber Group's core business includes the Vietnam Project which is to be developed in three phases. Risks can arise throughout the entire project management and execution process, from tendering to contract negotiation and, upon award, the execution of engineering, procurement, construction, commissioning and delivery. Third party risks in the form of non or poor performance of contractors, suppliers or vendors could affect the Project Owner's ability to execute the Vietnam Project as planned, thereby causing delays. This could happen when substitute manufacturers are limited, especially for specialised equipment. The project executions may also be affected by external environment risks including pandemics such as the COVID-19 pandemic.

These risks may result in reduced profitability or losses on the Vietnam Project, which in turn may materially and adversely affect New Swiber Group's business, financial condition, results of operations and/or prospects. Notwithstanding any reasonable measures that may be taken to address these risks, there is no assurance that such risks will be completely eliminated and, should they materialise, New Swiber Group's performance may be adversely affected.

(d) Risks associated with New Swiber Group's operating businesses in foreign jurisdictions

New Swiber Group will have operations in emerging market countries and are subject to risks involved in such countries.

New Swiber Group will have international operations spanning Singapore, Vietnam, Indonesia, Brunei, Thailand, Myanmar, Kazakhstan and China. New Swiber Group's risk profile will therefore encompass the risks involved in each of these countries which include emerging market countries, in particular, Vietnam, where the Project Owner is potentially developing the Vietnam Project. New Swiber Group's business, financial condition, results of operations and/or prospects may be adversely affected by economic, political, social, regulatory and legal developments and risks in these countries. These developments and risks may be beyond New Swiber Group's control. They include:

- changes in customs and import duties, taxation rates and non-tariff barriers, whether resulting from local regulations or the conclusion or amendment of free trade agreements;
- changes in political leadership

- imposition of restrictions on currency conversion or the transfer of funds;
- general inflationary pressures;
- fluctuations in interest rates;
- fluctuations in foreign exchange rates;
- limitations and/or bans on imports and/or exports;
- expropriation or nationalisation of private enterprises or confiscation of private property or assets;
- pressure from environmental groups and other stakeholders;
- unfavourable change of and/or uncertainty in interpretation of laws, regulations or policies; or
- anti-competitive policies or anti-competitive practices which are condoned and the imposition of restrictions on investments and other measures that may be taken to protect the local industry.

Any of the above could have a negative effect on New Swiber Group's ability to continue operations in these countries or to earn a profit from its operations in these countries, or have a material and adverse effect on its business, financial condition, results of operations and/or prospects.

There may be difficulties if New Swiber Group expands its operations into countries in which it has no prior operating experience in the LNG-to-Power business, including Vietnam.

New Swiber Group may identify growth opportunities outside of jurisdictions in which it currently operates in order to provide geographic breadth for its current and future customers. This would involve expanding into countries and regions where New Swiber Group has less familiarity with local regulations, environment and procedures, including Vietnam. It may involve expanding outside its existing business regions which have different cost structures, labour conditions, regulations and socioeconomic dynamics than some of the countries in which New Swiber Group currently operates in. As New Swiber Group expands its business into new countries and regions, including Vietnam it may encounter economic, regulatory, personnel, technological and other difficulties that increase its expenses or delay its ability to start up its operations or become profitable in such countries. A failure to implement its growth strategy may negatively affect its business, financial condition, results of operations and/or prospects.

New Swiber Group will be subject to laws, government regulations and policies governing its operations and is required to obtain the relevant government permits, licenses, and approvals.

New Swiber Group's operations are subject to the relevant laws, regulations and government policies governing its operations and it is required to obtain the necessary government permits, licenses, and approvals to conduct its operations. In the event that New Swiber Group is unable at any time to comply with the existing laws and regulations to which it is subject or there are any changes in such laws and regulations, or any new regulations are introduced by local or international bodies that curtail or prevent its operations, its business, financial condition, results of operations and/or prospects may be adversely affected as a result. Additionally, any change

in existing laws or regulations or introduction of new laws or regulations to which New Swiber Group is subject may increase its cost of operations, including compliance costs, and may also increase its liabilities, including liabilities incurred by businesses prior to the acquisition of such businesses by New Swiber Group. The occurrence of any of these events may have an adverse effect on its profitability.

Authorities in jurisdictions in which New Swiber Group operates may impose onerous licensing or statutory requirements. If New Swiber Group fails to obtain the relevant permits, licenses and approvals or comply with statutory requirements, it may be forced to cease all or part of its operations in these jurisdictions which may adversely affect the results of its operations, financial performance and financial position. There is no assurance that New Swiber Group will receive the necessary permits, licenses, and approvals in a timely fashion or at all or that such permits, licenses, or approvals will not contain onerous restrictions or conditions.

There is no assurance that the governments of the countries in which New Swiber Group operates will not postpone or review projects or will not make any changes to government policies, in each case which could adversely affect its business, financial condition, results of operations and/or prospects.

The interpretation and application of laws and regulations in the jurisdictions in which New Swiber Group operates involve uncertainty.

The courts in the jurisdictions in which New Swiber Group operates may offer less certainty as to the judicial outcome or a more protracted judicial process than is the case in more established economies. Businesses can become involved in lengthy court cases over simple issues when rulings are not clearly defined, and the poor drafting of laws and excessive delays in the legal process for resolving issues or disputes compound such problems. Accordingly, New Swiber Group could face risks such as:

- effective legal redress in the courts of such jurisdictions being more difficult to obtain, whether in respect of a breach of law or regulation, or in an ownership dispute;
- a higher degree of discretion on the part of governmental authorities and therefore less certainty;
- the lack of judicial or administrative guidance on interpreting applicable rules and regulations;
- inconsistencies or conflicts between and within, or ambiguous wording of various laws, regulations, decrees, orders and resolutions; or
- inexperience or unpredictability of the judiciary and courts in such matters.

Enforcement of laws in some of the jurisdictions in which New Swiber Group operates may depend on and be subject to the interpretation placed upon such laws by the relevant local authority, and such authority may adopt an interpretation of an aspect of local law which differs from the advice that has been given by local lawyers or even previously by the relevant local authority itself. Furthermore, there may be limited or no relevant case law providing guidance on how courts would interpret such laws and the application of such laws to New Swiber Group's contracts, joint operations, licenses, license applications or other arrangements.

There is no assurance that unfavourable interpretation or application of the laws in the jurisdictions in which New Swiber Group operates will not adversely affect its contracts, intellectual property rights, joint operations, licenses, license applications or other legal

arrangements. In certain jurisdictions, the commitment of local businesses, government officials and agencies and the judicial system to abide by legal requirements and negotiated agreements may be less certain and more susceptible to revision or cancellation, and legal redress may be uncertain or delayed. If the existing body of laws and regulations in the countries in which New Swiber Group operates are interpreted or applied, or relevant discretions exercised, in an inconsistent manner by the courts or applicable regulatory bodies, this could result in ambiguities, inconsistencies and anomalies in the enforcement of such laws and regulations, which in turn could hinder New Swiber Group's long-term planning efforts and may create uncertainties in New Swiber Group's operating environment.

New Swiber Group is exposed to foreign currency risks.

New Swiber Group incurs foreign currency risk on transactions that are denominated in currencies other than the Singapore dollar, primarily the United States dollar and Vietnamese Dong. The currencies of New Swiber Group's revenues may not match the currencies of its operating costs. Consequently, there are risks that changes in exchange rates could have a significant negative effect on its reported results.

Furthermore, changes in exchange rates can weaken the competitiveness of New Swiber Group's products and services vis-à-vis its competitors in other countries. The prices and/or costs of its competitors may become lower due to changes in exchange rates working in their favour.

Additionally, as New Swiber Group's operations and assets are located in various countries, exchange rate fluctuations could have a significant negative effect on its financial statements. There is no assurance that exchange rate fluctuations will not have a material negative effect on the financial condition or results of operations of New Swiber Group, notwithstanding any mitigating measures that may be put in place.

APPENDIX D

PRO FORMA FINANCIAL STATEMENTS OF NEW SWIBER GROUP

These pro-forma unaudited consolidated financial statements of New Swiber Group are presented based on (i) the unaudited financial statements of the Project Owner, (ii) the unaudited proforma consolidated financial statements of PAPE Engineering and its subsidiaries and (iii) the unaudited consolidated financial statements of Holmen Heavylift and its subsidiaries for FY2021 and assumes that New Swiber Closing had taken place on 31 December 2021 (being the end of FY2021) and that the Internal Restructuring had been completed prior to New Swiber Closing.

In addition, the pro-forma consolidated financial statements had been prepared on the following bases:

- (a) Rawabi will, pursuant to the New Swiber Investment, inject US\$10 million into New Swiber by way of its subscription for New Swiber Shares which in aggregate constitute approximately (but not less than) 80% of New Swiber's enlarged total issued shares (taking into account the Creditors Shares to be issued pursuant to the Debt Restructuring, the Key Management and Professional Shares and the Shareholders New Swiber Shares) immediately following New Swiber Closing;
- (b) prior to New Swiber Closing, save for (i) the Reimbursement Amount and (ii) the Transfer Assets Consideration payable by New Swiber to SHL pursuant to the Internal Restructuring which will be fully settled by way of New Swiber issuing the Creditors Shares and the Professionals Shares on New Swiber Closing, the Company shall, or shall procure that any other Group Company shall, cancel, settle or otherwise repay all intercompany balances which are payable or receivable between any Group Company and any New Swiber Group Company prior to or at New Swiber Closing by way of the Intercompany Balances Settlement, and any such intercompany balances which are unpaid, unsettled or otherwise not repaid prior to New Swiber Closing shall be deemed as waived, released or discharged between any such Group Company and any such New Swiber Group Company; and
- (c) New Swiber will reimburse the Company (for itself and on behalf of any other entity within the Group) of all charges, costs, expenses and taxes incurred by the Project Owner and PAPE Engineering in relation to the Vietnam Project up to New Swiber Closing and which have been paid by any entity within the Group on behalf of the Project Owner and PAPE Engineering prior to New Swiber Closing by way of the Post-Closing Reimbursement, at the Maximum Reimbursement Amount of US\$3.2 million.

These pro-forma unaudited consolidated financial statements of New Swiber Group are prepared purely for illustration only and because of their nature, they may not give a true picture of the actual financial position or results of New Swiber Group and do not reflect the actual consolidated financial statements of New Swiber Group after New Swiber Closing.

No formal audit or agreed upon procedure was undertaken by SHL's external auditors in respect of these pro-forma unaudited consolidated financial statements. These pro-forma unaudited consolidated financial statements are compiled in a manner consistent with the accounting policies adopted by each of the Project Owner, PAPE Engineering and its subsidiaries and Holmen Heavylift and its subsidiaries in their respective latest audited financial statements in accordance with Singapore Financial Reporting Standards.

Pro Forma Unaudited Consolidated Balance Sheet as at 31 December 2021

	As at 31 December 2021
	US\$
ASSETS	
Non-current Assets	
Investment in subsidiaries	-
Investment in associates*	(1,612,842)
Plant and equipment	1,710
	<u>(1,611,132)</u>
Current Assets	
Trade and other receivables	1,167,871
Cash and cash equivalents	98,990
	<u>1,266,861</u>
Total Assets	<u>(344,271)</u>
LIABILITIES	
Current Liabilities	
Trade and other payables	4,277,733
Total Liabilities	<u>4,277,733</u>
NET LIABILITIES	<u>(4,622,004)</u>
EQUITY	
Share capital	170,701
Retained earnings	(3,179,863)
Non-controlling interest*	(1,612,842)
NET DEFICIT IN EQUITY	<u>(4,622,004)</u>

* For illustrative purposes only, in accordance with Singapore Financial Reporting Standard 28 (FRS 28), this includes the equity accounted loss before tax of Holmen Heavylift for the 12 months period ended 31 December 2021.

Pro Forma Unaudited Consolidated Profit and Loss Statement for FY2021

	FY2021
	US\$
Revenue	1,468,442
Cost of sales	(1,937,415)
	<u>(468,973)</u>
Other (loss)/gains	12,909,076
Administrative expenses	(55,655)
	<u>12,384,448</u>
Profit/(loss) before income tax	
Income tax expense	-
	<u>12,384,448</u>
Profit / (loss) for the year	12,384,448
Profit / (loss) attributable to:	
Non-controlling interests	(1,612,842)
	<u>10,771,606</u>
Total Profit for the year	10,771,606

APPENDIX E

PROPOSED DIRECTORS AND KEY EXECUTIVE OFFICERS AND CONTROLLING SHAREHOLDER OF NEW SWIBER

1. Proposed New Swiber Directors

- (a) Proposed New Swiber Directors who are current Directors/executive officers or former Directors/executive officers of SHL

Raymond Kim Goh, executive director

Proposed date of appointment	Date of incorporation of New Swiber
Age	54
Country of principal residence	Singapore
Job Title	Executive director
Working experience, educational qualification(s) and occupation(s)	<p>Mr Raymond Kim Goh is the founder and Executive Chairman of the Group and is the key figure in leading the Group's overall business activities globally. Mr Goh has played an instrumental role in the Group, setting the long-term growth strategy of the Group, spearheading growth initiatives to expand the Group's resources, developing new markets, and investing in new vessel designs and technology.</p> <p>Mr Raymond Kim Goh is an industry veteran with 30 years of experience in the energy and oil and gas industry. He also founded the Kreuz Group, a subsea diving company and VHL, a marine offshore service provider.</p> <p>Mr Raymond Kim Goh graduated in Australia with a Bachelor of Commerce (Honours) degree.</p>
Shareholding interest in New Swiber	Please refer to Section 2.10.12 of this Circular.
Familial relationship with any Proposed New Swiber Director, the Proposed New Swiber Executive and/or substantial shareholder of the New Swiber immediately after New Swiber Closing	None
Arrangement or understanding with a substantial shareholder, customer or supplier of New Swiber in relation to the proposed appointment	None
Principal business activity performed outside the Group	Mr Raymond Kim Goh currently serves as Chairman of the School Advisory Board for Westwood Primary School. He is also a director of Newshire Capital Limited.

- (b) Proposed New Swiber Directors who are not current Directors/executive officers or former Directors/executive officers of SHL

Osman Ali Ibrahim, non-executive director

Proposed date of appointment	New Swiber Closing Date
Age	59
Country of principal residence	Kingdom of Saudi Arabia
Job Title	Non-executive director
Working experience, educational qualification(s) and occupation(s)	<p>Mr Osman Ali Ibrahim joined Rawabi in 1989 and has been the Group President and Chief Executive Officer of Rawabi since January 2009. Through his 33-year tenure at Rawabi, Mr Ibrahim has held a variety of positions including Group Vice President of Finance and Administration and Group Executive Vice President.</p> <p>Prior to joining Rawabi, Mr Ibrahim worked in a management consulting firm in Egypt and has a background in finance, law, COBOL programming management and strategic planning.</p> <p>Mr Ibrahim holds a Bachelor's degree and a Masters in Finance from Wexford University, United States of America.</p>
Shareholding interest in New Swiber	Please refer to Section 2.10.12 of this Circular.
Familial relationship with any Proposed New Swiber Director, the Proposed New Swiber Executive and/or substantial shareholder of the New Swiber immediately after New Swiber Closing	None
Arrangement or understanding with a substantial shareholder, customer or supplier of New Swiber in relation to the proposed appointment	None
Principal business activity performed outside Rawabi	Mr Osman Ali Ibrahim is the chairman of United Safety Limited, chairman of VHL, board member of Redland Industrial Services (Arabia) Limited and board member and chairman of several of Rawabi's affiliate companies.

Ahmad Alshubbar, non-executive director

Proposed date of appointment	New Swiber Closing Date
Age	39
Country of principal residence	Kingdom of Saudi Arabia
Job Title	Non-executive director
Working experience, educational qualification(s) and occupation(s)	<p>Mr Ahmad Alshubbar joined Rawabi in 2019 as the Group Vice President, Group Treasury & Strategy of Rawabi. Mr Alshubbar's responsibilities include overseeing the group's Treasury, Corporate Finance, Bank Relations, Liquidity and Investment Management, Insurance and most importantly Strategy.</p> <p>Mr Alshubbar brings a wealth of banking</p>

	<p>experience that covers Corporate Banking and Investment Banking for over 12 years with reputable banks such as National Commercial Bank (NCB), Samba Financial Group, Banque Saudi Fransi (BSF) and Gulf International Bank (GIB) where he recently served as Vice President in Investment Banking.</p> <p>Mr Alshubbar holds a Bachelor's Degree in Finance and Economics from King Fahd University of Petroleum and Minerals (KFUPM) Business School. He attended and participated in many training programs and conferences in related areas such as Credit Risk Management, Corporate Finance and Global Markets, Bonds, Loans & Sukuk to name a few.</p>
Shareholding interest in New Swiber	Please refer to Section 2.10.12 of this Circular.
Familial relationship with any Proposed New Swiber Director, the Proposed New Swiber Executive and/or substantial shareholder of the New Swiber immediately after New Swiber Closing	None
Arrangement or understanding with a substantial shareholder, customer or supplier of New Swiber in relation to the proposed appointment	None
Principal business activity performed outside Rawabi	None

2. **Proposed New Swiber Executive**

Please refer to paragraph 1(a) above for further information on Raymond Kim Goh, who is also the Proposed New Swiber Executive.

3. **Material Background Information**

Save as disclosed below, none of the Proposed New Swiber Directors, the Proposed New Swiber Executive or the indirect controlling shareholder of New Swiber following New Swiber Closing, Sheikh Abdulaziz Ali AlTurki:

- (a) has, at any time during the last 10 years, had an application or a petition under any bankruptcy laws of any jurisdiction filed against him or against a partnership of which he was a partner at the time when he was a partner or at any time within two years from the date he ceased to be a partner;
- (b) has, at any time during the last 10 years, had an application or a petition under any law of any jurisdiction filed against an entity (not being a partnership) of which he was a director or an equivalent person or a key executive, at the time when he was a director or an equivalent person or a key executive of that entity or at any time within two years from the date he ceased to be a director or an equivalent person or a key executive of that entity, for the winding up or dissolution of that entity or, where that entity is the trustee of a business trust, that business trust, on the ground of insolvency;
- (c) has any unsatisfied judgment against him;

- (d) has ever been convicted of any offence, in Singapore or elsewhere, involving fraud or dishonesty which is punishable with imprisonment, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such purpose;
- (e) has ever been convicted of any offence, in Singapore or elsewhere, involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such breach;
- (f) has, at any time during the last 10 years, had judgment entered against him in any civil proceedings in Singapore or elsewhere involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or a finding of fraud, misrepresentation or dishonesty on his part, nor has he been the subject of any civil proceedings (including any pending civil proceedings of which he is aware) involving an allegation of fraud, misrepresentation or dishonesty on his part;
- (g) has ever been convicted in Singapore or elsewhere of any offence in connection with the formation or management of any entity or business trust;
- (h) has ever been disqualified from acting as a director or an equivalent person of any entity (including the trustee of a business trust), or from taking part directly or indirectly in the management of any entity or business trust;
- (i) has ever been the subject of any order, judgment or ruling of any court, tribunal or governmental body permanently or temporarily enjoining him from engaging in any type of business practice or activity;
- (j) has ever, to his knowledge, been concerned with the management or conduct, in Singapore or elsewhere, of the affairs of:
 - (i) any corporation which has been investigated for a breach of any law or regulatory requirement governing corporations in Singapore or elsewhere;
 - (ii) any entity (not being a corporation) which has been investigated for a breach of any law or regulatory requirement governing such entities in Singapore or elsewhere;
 - (iii) any business trust which has been investigated for a breach of any law or regulatory requirement governing business trusts in Singapore or elsewhere; or
 - (iv) any entity or business trust which has been investigated for a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere,

in connection with any matter occurring or arising during the period when he was so concerned with the entity or business trust; or
- (k) has been the subject of any current or past investigation or disciplinary proceedings, or has been reprimanded or issued any warning, by the MAS or any other regulatory authority, exchange, professional body or governmental agency, whether in Singapore or elsewhere.

Disclosure in relation to Raymond Kim Goh

Raymond Kim Goh has been a Director of the Company since 2004. On 31 October 2016, the Company was publicly reprimanded by the SGX-ST for a breach of Rule 703 of the Listing Manual by failing to provide a balanced and fair announcement in relation to a US\$710 million project award obtained by the Company in end-2014. Please also refer to the regulatory

announcement released by the SGX-ST on 31 October 2016 for further details in relation to the foregoing.

Some time in late 2016, the Company was under investigation by the Commercial Affairs Department in relation to an offence under the SFA and Raymond Kim Goh, together with other then-Directors of the Company, had also been interviewed by the Commercial Affairs Department, and he was subsequently released on bail, relating to alleged infringements under section 199 of the SFA. Please also refer to the announcements made by the Company on 16 November 2016 and 6 December 2016 for further details in relation to the foregoing. The investigations are ongoing and as at the Latest Practicable Date, to the best of Raymond Kim Goh's knowledge and belief, there has been no conclusion to the investigations.

APPENDIX F

KEY ASSUMPTIONS FOR THE VIETNAM PROJECT

1. Specifications of the Vietnam Project

It is currently envisaged that in the first phase of the Vietnam Project, capital expenditure will be required for the construction of the following:

- (a) One gas fired combined cycle power plant of up to 750MW;
- (b) Switchyard and other balance of plants;
- (c) One offshore terminal consisting of:
 - (i) one FSRU;
 - (ii) one jetty with associated mooring and cargo transfer equipment;
 - (iii) breakwater walls;
 - (iv) subsea pipeline; and
- (d) Project Owner costs such as:
 - (i) land acquisition;
 - (ii) project management costs;
 - (iii) various licenses, permits, studies and applications;
 - (iv) financing, insurance & tax costs, etc.

The preparatory works for the first phase has commenced since 2019 and barring any unforeseen circumstances and subject to the assumptions herein and the section on Cautionary Note on Forward Looking Statements in this Circular, construction is currently planned to commence in 2025 and operations are currently envisaged to generate power from 2028. It is currently envisaged that barring any unforeseen circumstances, the construction of the second phase of the Vietnam Project is expected to follow from 2028 and construction of the third phase is expected to commence 36 months thereafter.

The FSRU is designed to serve all the three phases of the Vietnam Project and as such, capital expenditure for the construction of the second and third phases of the Vietnam Project will be reduced as the construction of the FSRU and other infrastructures would have been completed.

It is currently estimated that the first phase of the Vietnam Project will cost approximately US\$1 billion to construct, and it is currently contemplated that this will be funded by part of the proceeds from the New Swiber Investment, the Project Investment and such other additional debt and/or equity financing to be arranged. To harness potential economies of scale, it is currently envisaged that the Project Owner together with the Vietnam Project Partners, are expected to build and fund the construction of the second and third phases of the Vietnam Project through a mix of debt and equity financing to be arranged. Barring any unforeseen circumstances, the second phase is anticipated to commence operations around 2031 onwards and the third phase around 2034 onwards.

2. Key assumptions for the first phase of the Vietnam Project projection model

First phase of the Vietnam Project				
Project aspect	Assumptions		Comments	
Plant construction start date	~1 Jan 25		The plant construction start date is subject to achievement of key project milestones, including but not limited to (i) receipt of all necessary approvals from Vietnam's Ministry of Industry and Trade (MoIT); (ii) signing of Vietnam Project PPA with the relevant Vietnamese authorities; (iii) receipt of other permits required for the Vietnam Project and the satisfaction of all conditions precedent and achievement of financial closing necessary for the drawdown of non-recourse project financing for the first phase of the Vietnam Project	
Construction duration	~3 years		Based on discussions between the Project Owner and a turn-key EPC contractor that has completed a similar project in Asia	
Operation start date	~1 Jan 28			
Concession period	25 years		In Vietnam, concession period can be 25 years or more	
Net capacity	contracted	Approximately 750 MW	Net capacity at site condition	
Total project cost	Approximately US\$1 billion		Cost per contracted KW of capacity, assuming 750MW capacity circa US\$1,333 – US\$1,600 (including terminal & infrastructure for the remaining 2 phases)	
Debt-to-equity ratio	Between 85:15 and 70:30		Estimates by the Project Owner in discussion with potential financiers	

3. Key assumptions for the second phase of the Vietnam Project projection model

Second phase of the Vietnam Project				
Project aspect	Assumptions		Comments	
Plant construction start date	~1 Jan 28		The plant construction start date is subject to achievement of key project milestones, including but not limited to (i) receipt of all necessary approvals from Vietnam's Ministry of Industry and Trade (MoIT); (ii) signing of Vietnam Project PPA with the relevant Vietnamese authorities; (iii) receipt of other permits required for the Vietnam Project and the satisfaction of all conditions precedent and achievement of financial closing necessary for the drawdown of non-recourse project financing for the second phase of the Vietnam Project	
Construction duration	~3 years		Based on discussions between the Project Owner and a turn-key EPC contractor that has completed a similar project in Asia	
Operation start date	~1 Jan 31			
Concession period	25 years		In Vietnam, concession period can be 25 years or more	
Net capacity	contracted	Approximately 750 MW	Net capacity at site condition	
Total project cost	Approximately US\$500 – US\$600 million		Cost per contracted KW of capacity, assuming 750MW capacity circa US\$666 – US\$800	
Debt-to-equity ratio	Between 85:15 and 70:30		Estimates by the Project Owner in discussion with potential financiers	

4. **Key assumptions for the third phase of the Vietnam Project projection model**

Third phase of the Vietnam Project		
Project aspect	Assumptions	Comments
Plant construction start date	~1 Jan 31	The plant construction start date is subject to achievement of key project milestones, including but not limited to (i) receipt of all necessary approvals from Vietnam's Ministry of Industry and Trade (MoIT); (ii) signing of Vietnam Project PPA with the relevant Vietnamese authorities; (iii) receipt of other permits required for the Vietnam Project and the satisfaction of all conditions precedent and achievement of financial closing necessary for the drawdown of non-recourse project financing for the third phase of the Vietnam Project
Construction duration	~3 years	Based on discussions between the Project Owner and a turn-key EPC contractor that has completed a similar project in Asia
Operation start date	~1 Jan 34	
Concession period	25 years	In Vietnam, concession period can be 25 years or more
Net capacity	contracted Approximately 750 MW	Net capacity at site condition
Total project cost	Approximately US\$500 – US\$600 million	Cost per contracted KW of capacity, assuming 750MW capacity circa US\$666 – US\$800
Debt-to-equity ratio	Between 85:15 and 70:30	Estimates by the Project Owner in discussion with potential financiers

APPENDIX G

SUMMARY OF BDO EQUITY VALUE VALUATION REPORT

11 April 2022

Swiber Holdings Limited
(Judicial Managers Appointed)
16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

Indicative Valuation Report for Swiber Holdings Limited (Judicial Managers Appointed)

Dear Sirs:

1. Introduction

BDO Advisory Pte Ltd has been engaged by Swiber Holdings Limited (Judicial Managers Appointed) ("**SHL**" or the "**Company**") to furnish a valuation report on the indicative value range of a new entity to be incorporated by SHL ("**New Swiber**"), together with its subsidiaries ("**New Swiber Group**") as part of the restructuring of SHL and its subsidiaries ("**Swiber Group**") as a result of entering into the Investment Agreement with Rawabi Holding Company Limited ("**Rawabi**") for the subscription of shares in New Swiber at an aggregate issue price of USD10 million ("**Part A**") and the indicative value range of New Swiber Group at the end of Year 6 (i.e. 2027), on assumptions including the following: i) the New Swiber Group receives a further investment in aggregate of USD190 million, following the satisfaction of various milestones to be agreed under the proposed Project Owner Investment Agreement and such other definitive agreements to be entered into; and ii) the New Swiber Group and its consortium partners being appointed by the relevant authorities in Vietnam to develop, construct, own and operate a three phased liquefied natural gas ("LNG")-to-power plant facility generating up to 2.25GW of electricity over a concession period of at least 25 years for each phase, subject to the terms of a power purchase agreement to be entered into (collectively, the "**Vietnam Project**") ("**Part B**").

New Swiber Group will consist of New Swiber, which will in turn own Equatoriale Energy Pte. Ltd ("**EEPL**") (100%), PAPE Engineering Pte Ltd ("**PAPE**") and Holmen Heavylift Offshore Pte. Ltd. ("**Holmen Heavylift**") (25%). EEPL and PAPE, along with selected partners/service providers, will undertake the Project from development, construction and operations.

We are a network of firms with 1,658 offices spanning across 167 countries, with more than 91,054 people who are committed to delivering quality in assurance, tax and advisory services. In the valuation space, BDO Singapore's Corporate Advisory meets regional and local business' valuation needs with provision of services including valuing businesses, joint ventures and equity interests, and specific assets such as intangible assets like trademarks, and customer relationships. In the recent years, our valuation professionals (accredited with the Institute of Valuers and Appraisers of Singapore ("**IVAS**")) have worked on a range of business requirements, including:

- Restructuring, mergers, acquisitions and divestments
- Business planning and transaction support
- Support for tax planning and advisory
- Expert witness for litigation support
- Financial reporting

SUMMARY OF BDO EQUITY VALUE VALUATION REPORT

The information contained in this summary valuation letter (the “**Summary Valuation Report**”) pertains to our appointment by the Company to perform the necessary professional services relating to the provision of indicative valuation of New Swiber Group.

2. Terms of reference

We are to perform an indicative valuation of New Swiber Group as follows:

- Part A: to estimate the indicative value range of New Swiber Group on a restructured basis immediately after completion of the Investment Agreement with Rawabi assumed to be as at 31 December 2021 (defined as “**Day 1**”) taking into consideration the commitment from Rawabi to invest a further USD190 million in shares to be issued by New Swiber Group; and
- Part B: to estimate the indicative value range of New Swiber Group as at the end of Year 6 (i.e. 31 December 2027 when the development and construction of the phase 1 of the Vietnam Project (the “**Vietnam Project Phase 1**”) is expected to be completed). This valuation is performed on the assumption (amongst others) that New Swiber Group receives a further investment of USD190 million following the satisfaction of various milestones relating to the development of the Vietnam Project, and that Vietnam Project Phase 1, Vietnam Project Phase 2 and Vietnam Project Phase 3 are fully operational from 1 January 2028, 1 January 2031 and 1 January 2034 respectively.

The estimation of the indicative value range of New Swiber Group for both Part A and Part B is primarily based on the value of its power generation business in Vietnam in accordance with financial projections provided by the management of SHL (“**Management**”). It does not take into account any fundamentally different business that New Swiber Group may pursue in the foreseeable future.

Our terms of reference do not require us to provide advice on legal, regulatory, accounting, property or taxation matters and where specialist advice has been obtained by SHL and made available to us, we have considered and where appropriate, relied on such advice.

We are not expressing an opinion on the commercial merits of the proposed transaction/restructuring and accordingly, this Summary Valuation Report do not purport to contain all the information that may be necessary to fully evaluate the commercial or investment merit of the proposed transaction/restructuring.

In addition, this Summary Valuation Report should not be construed as a provision of any investment advice to the investors/prospective investors of SHL and/or New Swiber and/or New Swiber Group and cannot be relied upon for making investment decisions and we expressly disclaim a duty of care or liability to any third party who is shown or gains access to this Summary Valuation Report.

3. Use of this Summary Valuation Report

This Summary Valuation Report is addressed to and intended for the use of SHL and their Judicial Managers for the purpose as set out in the terms of our engagement letter. Accordingly, this Summary Valuation Report may not be used or relied upon by, nor confer any benefit to, any other person (including without limitation, the shareholders of SHL and the investors/prospective investors of SHL and/or New Swiber and/or New Swiber Group).

SUMMARY OF BDO EQUITY VALUE VALUATION REPORT

4. Reliance on information and representation

The information used by us in preparing the Summary Valuation Report has been obtained primarily from SHL and other sources as indicated in this Summary Valuation Report. These include:

- a) Financial projections provided by Management and supporting information (e.g. technical reports, discussions/correspondences with Management); and
- b) All other publicly available information.

While our work has involved analysis of the above-mentioned financial information, it has not included an audit in accordance with generally accepted auditing standards. Accordingly, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided to us by and on SHL's behalf.

5. Valuation methodology and summary results

The basis of value that we have adopted is the market value defined in International Valuation Standards ("**IVS 2020**") as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

In arriving at the valuation results, we have applied the income approach as a primary approach to derive the indicative equity value range of New Swiber Group, using the discounted cash flow ("**DCF**") methodology to value New Swiber Group for the following reasons:

- The value proposition of New Swiber Group's operating businesses is primarily income driven, underpinned by the prospects of the power generation industry in Vietnam. The DCF methodology will better reflect a valuation that is based on the expected income derived from New Swiber Group's intended operating business i.e. the Vietnam Project.
- The general insufficiency of information available on precedent transactions completed in the recent past, of businesses with similar characteristics to New Swiber Group.

We wish to emphasise that the projections of earnings or cash flows used in the analysis have been based on identified assumptions. As some assumptions inevitably will not materialise, and unanticipated events may occur, the actual results achieved during the projection period will vary from the projections, and the variations may be substantial.

The projected cash flows are primarily the future free cash flows to equity expected to be generated from the Vietnam Project. The power business of New Swiber Group involves the development of Combined Cycle Gas Turbine ("**CCGT**") power plants in the south-eastern part of Vietnam on a Build-Operate-Transfer basis.

BDO has engaged a technical specialist with expertise and experience with projects of similar nature. His role was in the performance of review of the technical parameters used as underlying assumptions of the financial projections.

Under the DCF, the future free cash flows to equity expected to be generated from New Swiber Group are discounted using appropriate discount rates to derive the likely equity value range of New Swiber Group through sensitivity analysis.

SUMMARY OF BDO EQUITY VALUE VALUATION REPORT

The range of equity value of New Swiber Group from the Lower end to the Upper end is derived by varying the base cost of equity, which is estimated to be 20.2% and 16.7% for Part A and Part B respectively, by +/- 1.0%.

In addition, for Part A, we have cross checked the indicative value range derived by the DCF methodology as at Day 1, to the implied equity value arising from the proposed investment i.e. the proposed investment of USD200 million in aggregate from Rawabi for approximately 80% of the enlarged total issued shares of New Swiber.

For Part B, we have adopted the Market Approach using the Enterprise Value to Earnings Before Interest, Taxes, Depreciation and Amortisation ("EBITDA") ("EV/EBITDA") multiples of comparable companies as a secondary approach to cross-check the indicative value range as at the end of Year 6 derived by the DCF methodology.

In summary, based on our analysis, the indicative value range of New Swiber Group is estimated to be between USD208 million and USD284 million as at Day 1, and between USD1.2 billion and USD1.4 billion as at the end of Year 6.

As indicated above, the projected cash flows used in the DCF analysis have been based upon certain identified assumptions. Some of these assumptions inevitably will not materialise, and unanticipated events may occur; therefore, the actual results achieved during the projection period will vary from the projections, and the variations may be substantial. Consequently, they cannot be relied upon to the same extent as information derived from audited accounts for completed accounting periods. For these reasons we express no opinion as to how closely the actual results achieved will correspond to those projected.

We have set out below, the key assumptions as well as the risk factors, which may materially affect the indicative valuation of New Swiber Group. These include:

- i. New Swiber Group will continue as a going concern;
- ii. The future operations of New Swiber Group will not be adversely affected by changes to its key personnel, management team and company shareholdings;
- iii. The information provided to us reflects the best estimate of the financial positions and results of New Swiber Group for the respective financial years/period and these have not been subjected to audit;
- iv. New Swiber Group will have legal title to the Transfer Assets as mentioned in the Investment Agreement;
- v. There will be no major changes in the corporate taxation basis or rates applicable to New Swiber Group;
- vi. All conditions and obligations as stipulated in the Investment Agreement have been met, including and not limited to the implementation, satisfaction and fulfilment of the proposed transaction, Internal Restructuring and Debt Restructuring of SHL and SOC as defined in the Investment Agreement;
- vii. The capitalisation and percentage shareholding in New Swiber immediately following the completion of the USD10 million initial investment from Rawabi will be in accordance with that set out in the Investment Agreement;
- viii. New Swiber Group will receive a total investment of USD200 million from Rawabi, where USD190 million will be received following the satisfaction of various milestones relating to the Vietnam Project as stipulated in the Investment Agreement ;

SUMMARY OF BDO EQUITY VALUE VALUATION REPORT

- ix. The construction of Vietnam Project Phase 1 will begin on 1 January 2025; Vietnam Project Phase 2, on 1 January 2028; and Vietnam Project Phase 3, on 1 January 2031;
- x. The construction of each of Vietnam Project Phase 1, Vietnam Project Phase 2 and Vietnam Project Phase 3 is expected to complete in 3 years;
- xi. Vietnam Project Phase 1, Vietnam Project Phase 2 and Vietnam Project Phase 3 will commence operations on 1 January 2028, 1 January 2031 and 1 January 2034 respectively;
- xii. There are no major changes in the characteristics and functionality of the Power Plant in the forecast period that will affect the forecasted performance of the Power Plant;
- xiii. The concession period, and hence the useful life for Vietnam Project Phase 1, Vietnam Project Phase 2 and Vietnam Project Phase 3 is each assumed to be 25 years;
- xiv. There are no major changes in the long term service agreement in relation to the operation of the Vietnam Project;
- xv. Project financing required for the construction, ownership and operation of Vietnam Project Phase 1, Vietnam Project Phase 2 and Vietnam Project Phase 3 has been secured by New Swiber Group and it will be financed by 80% debt and 20% equity;
- xvi. All the relevant regulatory approvals required for the construction, ownership and operation of Vietnam Project Phase 1, Vietnam Project Phase 2 and Vietnam Project Phase 3 have been obtained by New Swiber Group;
- xvii. All the relevant project related agreements, licenses, permits, certificates and documents required for the construction, ownership and operation of Vietnam Project Phase 1, Vietnam Project Phase 2 and Vietnam Project Phase 3 have been obtained; and
- xviii. Holmen Heavylift is assumed by Management to have insignificant value relative to the power generation business of New Swiber Group.

6. Conclusion

Based on the analysis performed, the indicative equity value of New Swiber Group is between USD208 million and USD284 million as at Day 1, and between USD1.2 billion and USD1.4 billion as at the end of Year 6.

We assume no responsibility and are not required to update, revise or reaffirm our conclusion of value to reflect events or developments subsequent to the date of this Summary Valuation Report.

Yours faithfully,

For and on behalf of
BDO Advisory Pte Ltd

Josephine Hong
Executive Director, Advisory

APPENDIX H

SUMMARY OF BDO RULE 1014(5) VALUATION REPORT

11 April 2022

Swiber Holdings Limited
(Judicial Managers Appointed)
16 Raffles Quay #22-00
Hong Leong Building
Singapore 048581

Indicative Valuation Report for Swiber Holdings Limited (Judicial Managers Appointed)

Dear Sirs:

1. Introduction

BDO Advisory Pte Ltd has been engaged by Swiber Holdings Limited (Judicial Managers Appointed) ("**SHL**" or the "**Company**") to furnish a valuation report on the indicative value of SHL's 100% equity interest in Equatoriale Energy Pte. Ltd. ("**EEPL**"), PAPE Engineering Pte. Ltd.¹ ("**PAPE Engineering**") and 25% interest in Holmen Heavylift Offshore Pte. Ltd. ("**Holmen Heavylift**")² (post-**Intercompany Balances Settlement**)³ (in aggregate, the "**Restructured New Swiber Group**"), as at 31 December 2021 (the "**Valuation Date**"). This is for the purpose of a proposed transfer of assets from SHL to a new entity to be incorporated by the Company in Singapore (the "**New Swiber**")⁴ (the "**Internal Restructuring**"). We understand that the Valuation Date is the assumed applicable date just immediately before the completion of the US\$10 million investment from Rawabi Holding Company Limited ("**Rawabi**") (the "**New Swiber Investment**") in exchange of Rawabi's subscription for such number of new ordinary shares in the capital of New Swiber. Accordingly, the valuation is prior to Rawabi's infusion of additional US\$190 million for the development of a liquified natural gas power plant to be constructed in Vietnam (the "**Project**") (the "**Project Investment**"). As such, the valuation does not take into account the Project.

EEPL is principally engaged in providing customised LNG infrastructure services. We understand from the management of the Company ("**Management**") that its current operations is related only to the preliminary development of the Project, which is not generating revenues. We note that EEPL is planned to undertake the Project. PAPE Engineering is principally engaged in providing infrastructure engineering services. PAPE Indonesia and PAPE Brunei used to provide offshore marine supply services and we understand from Management that they are now dormant. Holmen Group is principally engaged in the business of vessels chartering and freighting.

¹ PAPE Engineering subsidiaries consist of 80% in PT PAPE Indonesia ("**PAPE Indonesia**") and 99% in PAPE Engineering Sdn. Bhd. ("**PAPE Brunei**").

² Holmen Heavylift wholly owned subsidiaries consist of Holmen Arctic Pte. Ltd ("**Holmen Arctic**"), Holmen Atlantic Pte. Ltd ("**Holmen Atlantic**") and Holmen Pacific LLC ("**Holmen Pacific**") (collectively, the "**Holmen Group**").

³ Intercompany Balances Settlement, as we understand from Management, is defined as the aggregate net intercompany payables from New Swiber Group (as defined below), to SHL and its subsidiaries (the "**Swiber Group**") (after setting off against intercompany receivables from Swiber Group to New Swiber Group) to be waived by the Swiber Group in favour of the New Swiber Group. Management has provided us with these settlement accounts that have been incorporated in the valuation.

⁴ Based on the planned internal restructuring, New Swiber will own EEPL (100%), PAPE Engineering (100%) and Holmen Group (25%) (collectively, the "**New Swiber Group**").

SUMMARY OF BDO RULE 1014(5) VALUATION REPORT

We are a network of firms with 1,658 offices spanning across 167 countries, with more than 91,054 people who are committed to delivering quality in assurance, tax and advisory services. In the valuation space, BDO Singapore's Corporate Advisory meets regional and local business' valuation needs with provision of services including valuing businesses, joint ventures and equity interests, and specific assets such as intangible assets like trademarks, and customer relationships. In the recent years, our valuation professionals (accredited with the Institute of Valuers and Appraisers of Singapore ("IVAS")) have worked on a range of business requirements, including:

- Restructuring, mergers, acquisitions and divestments
- Business planning and transaction support
- Support for tax planning and advisory
- Expert witness for litigation support
- Financial reporting

This letter is a summary of the information contained in our Indicative Valuation Report dated 11 April 2022 (the "**Summary Valuation Report**"). Accordingly, it should be read in conjunction with the full text of the said Indicative Valuation Report (the "**Report**").

The information contained in the Report pertains to our appointment by the Company to perform the necessary professional services relating to the provision of indicative valuation of the Restructured New Swiber Group.

2. Terms of reference

We are to perform an indicative valuation of the Restructured New Swiber Group.

The estimation of the indicative value of the Restructured New Swiber Group is based on the Sum of the Parts ("**SOTP**") valuation approach due to the differences in the nature, operations, and available financial information of the relevant entities. In other words, the value of the Restructured New Swiber Group is derived from a summation of the values of EEPL, PAPE Engineering, PAPE Indonesia, PAPE Brunei, and 25% of Holmen Group as at the Valuation Date.

Our terms of reference do not require us to provide advice on legal, regulatory, accounting, property or taxation matters and where specialist advice has been obtained by SHL and made available to us, we have considered and where appropriate, relied on such advice.

We are not expressing an opinion on the commercial merits of the proposed transaction/restructuring and accordingly, this Summary Valuation Report and the Report do not purport to contain all the information that may be necessary to fully evaluate the commercial or investment merit of the proposed transaction/restructuring.

In addition, this Summary Valuation Report and the Report should not be construed as a provision of any investment advice to the prospective investors of SHL and/or New Swiber and/or New Swiber Group and cannot be relied upon for making investment decisions and we expressly disclaim a duty of care or liability to any third party who is shown or gains access to this Summary Valuation Report or the Report.

3. Use of this Summary Valuation Report and our Report

This Summary Valuation Report and the Report are addressed to, and are intended for the use of SHL and their Judicial Managers for the purpose as set out in the Report. Accordingly, neither the Report nor this Summary Valuation Report may be used or relied

SUMMARY OF BDO RULE 1014(5) VALUATION REPORT

upon by, nor confer any benefit to, any other person (including without limitation, the shareholders of SHL and the prospective investors of SHL and/or New Swiber and/or New Swiber Group).

4. Reliance on information and representation

The information used by us in preparing the Report has been obtained primarily from SHL and other sources as indicated in the Report. These include:

- a) Audited financial statements and unaudited management accounts of the relevant entities;
- b) PAPE Engineering's financial forecasts provided by Management and supporting information (e.g. pipeline projects, discussions/correspondences with Management);
- c) Pro-forma adjustments for PAPE Engineering and its subsidiaries, and EEPL to take into account the Intercompany Balances Settlement applicable to these entities, and
- d) All other publicly available information.

While our work has involved analysis of the above-mentioned financial information, it has not included an audit in accordance with generally accepted auditing standards. Accordingly, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided to us by and on SHL's behalf.

5. Valuation methodology and summary results

The basis of value that we have adopted is the market value defined in International Valuation Standards ("**IVS 2020**") as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

In arriving at the valuation results, we have applied the following approaches:

- a) Cost Approach using the Revised Net Asset Value ("**RNAV**") methodology for EEPL because EEPL has no operating activities of its own apart from the planned undertaking of the Project (i.e. EEPL's current operations is related only to the preliminary development of the Project, which is not generating revenues, and this valuation does not take into account the Project). Given that EEPL has no income, the indicative value of EEPL is dependent on its assets and liabilities rather than its earning capability.
- b) Income approach as a primary approach to derive the indicative equity value of PAPE Engineering, using the discounted cash flow ("**DCF**") methodology for the following reason:
 - The value proposition of PAPE Engineering's operating business is primarily income driven, underpinned by the prospects of the infrastructure engineering services sector particularly for oil and gas customers in South-East Asia. The DCF methodology will better reflect a valuation that is based on the expected income derived from PAPE Engineering's operating business.

We wish to emphasise that the projections of PAPE Engineering's earnings or cash flows used in the analysis have been based on identified assumptions. As some assumptions inevitably will not materialise, and unanticipated events may occur, the actual results achieved during the projection period will vary from the projections, and the variations may be substantial.

SUMMARY OF BDO RULE 1014(5) VALUATION REPORT

The projected cash flows are primarily the future free cash flows expected to be generated from PAPE Engineering's current and pipeline projects.

Under the DCF, the future free cash flows to the firm expected to be generated from PAPE Engineering are discounted using the weighted average cost of capital, which is estimated to be 18.3% as at the Valuation Date, to derive the likely equity value of PAPE Engineering.

In addition, we have adopted the Market Approach as a secondary approach in cross-checking the indicative value of PAPE Engineering derived by the DCF methodology. We have referred to the Enterprise Value ("EV") to Earnings Before Interest, Taxes, Depreciation and Amortisation ("EBITDA") ("EV/EBITDA") multiples of listed comparable companies to cross-check the indicative value range derived by the DCF methodology.

- c) Cost Approach using the RNAV method for PAPE Indonesia and PAPE Brunei as they are dormant and have no income.
- d) Cost Approach using the RNAV method for Holmen Group because we understand from Management that since the Company is a minority shareholder, it has no access to any financial projections of Holmen Group. We also considered Market Approach but the Holmen Group, on a combined basis, has negative operating income in FY2021 ending 31 March 2021 and the consolidated last twelve months ("LTM") accounts ending 31 December 2021 are also at a loss.

In summary, based on our analysis and the SOTP valuation approach, the indicative value of the Restructured New Swiber Group is estimated to be US\$2.07 million.

As indicated above, the projected cash flows used in the DCF analysis have been based upon certain identified assumptions. Some of these assumptions inevitably will not materialise, and unanticipated events may occur; therefore, the actual results achieved during the projection period will vary from the projections, and the variations may be substantial. Consequently, they cannot be relied upon to the same extent as information derived from audited accounts for completed accounting periods. For these reasons we express no opinion as to how closely the actual results achieved will correspond to those projected.

We have set out in the Report, the key assumptions as well as the risk factors, which may materially affect the indicative valuation of Restructured New Swiber Group. These include:

- i. The Restructured New Swiber Group is operating on a going concern basis and will continue to have sufficient capital to support future expenditure and working capital and the capability to achieve the financial forecast;
- ii. We note that Holmen Group has a negative net asset value and net loss position. However, based on the disclosures in the financial statements⁵ of the entities under the going concern note, "Nevertheless, the financial statements of the Company have been prepared on a going concern basis as the penultimate holding

⁵ Based on the financial statements of Holmen Heavylift (FY2020 and FY2021) and Holmen Arctic (FY2021)

SUMMARY OF BDO RULE 1014(5) VALUATION REPORT

- corporation, Vallianz Holdings Limited has indicated its intention to provide continuing financial support to enable the Company to meet its obligations";
- iii. The future operation of the Restructured New Swiber Group will not be adversely affected by changes to its key personnel, management team and shareholdings;
 - iv. The accuracy and completeness of the financial information provided to us including unaudited financial statements and management accounts, intercompany balances for elimination, and settlement accounts with respect to the Intercompany Balances Settlement;
 - v. The reliability of assumptions provided by Management underlying the financial forecast for PAPE Engineering, including but not limited to the revenue and profitability, which is assumed to be achievable. We note that if the actual financial performance of the PAPE Engineering is significantly different from the projections, the valuation might be significantly different;
 - vi. There will be no significant changes in the economic and political environment, which may significantly alter the financial performance and position of the Restructured New Swiber Group;
 - vii. The Restructured New Swiber Group operates its assets, which are physically in existence or otherwise, and have legal title. There are no risks that any of these assets are subject to compulsory acquisition by any third party or government body;
 - viii. The Restructured New Swiber Group possesses all the relevant regulatory approvals, service-related agreements, licenses, permits, certificates and documents required for its operations;
 - ix. As instructed by Management, the valuation is performed as at the date immediately before completion of the New Swiber Investment and prior to the infusion of the Project Investment. The valuation also does not take into account the Project;
 - x. We understand from Management that COVID-19 will not fundamentally affect the business of the Restructured New Swiber Group. In preparing the financial forecasts, Management has taken into consideration the potential impact of the pandemic in FY2022 onwards throughout the forecast period; and
 - xi. Other information and representations made to us by Management during our discussion.

6. Conclusion

As detailed in the Report, the indicative equity value of the Restructured New Swiber Group as at the Valuation Date is US\$2.07 million, detailed below.

Valuation Summary	US\$'000
PAPE Engineering	3,555
PAPE Indonesia	171
PAPE Brunei	(1)
EEPL	(1,658)
Holmen Group*	-
Sum of the Parts	2,067

**As the Company owns a minority stake in Holmen Group, there is no obligation on the part of the Company to settle Holmen Group's net liabilities in accordance with equity accounting.*

SUMMARY OF BDO RULE 1014(5) VALUATION REPORT

We assume no responsibility and are not required to update, revise or reaffirm our conclusion of value to reflect events or developments subsequent to the date of the Report and this Summary Valuation Report.

Yours faithfully,

For and on behalf of
BDO Advisory Pte Ltd

Josephine Hong
Executive Director, Advisory



ZICO Capital Pte. Ltd.

(Incorporated in the Republic of Singapore)
(UEN: 201613589E)
77 Robinson Road
#06-03 Robinson 77
Singapore 068896

11 April 2022

To: (1) The Directors of Swiber Holdings Limited (Judicial Managers Appointed) who are considered independent for the purpose of making a recommendation to the Shareholders on the proposed Whitewash Resolution (the “**Independent Directors**”)

(2) The Judicial Managers

Dear Sirs,

THE PROPOSED WHITEWASH RESOLUTION FOR THE WAIVER BY INDEPENDENT SHAREHOLDERS OF THEIR RIGHTS TO RECEIVE A MANDATORY GENERAL OFFER FROM RAWABI HOLDING COMPANY LIMITED AS A RESULT OF THE TRANSACTIONS CONTEMPLATED UNDER THE PROPOSED DISPOSAL

*Unless otherwise defined or the context otherwise requires, all capitalised terms used in this letter shall have the same meaning as defined in the circular to shareholders of Swiber Holdings Limited (Judicial Managers Appointed) (the “**Company**” or “**SHL**”) dated 11 April 2022 (the “**Circular**”).*

1. INTRODUCTION

1.1 Background

On 27 July 2016, the Company announced that it has made an application pursuant to Section 254(1)(e) of the Companies Act, to wind up the Company and the Company had filed an application to place the Company in provisional liquidation. On the same day, the High Court of Singapore (the “**Court**”) had appointed provisional liquidators to the Company (“**Provisional Liquidators**”). The Shares were subsequently suspended from trading on 28 July 2016.

On 29 July 2016, the Company announced that the board of directors of the Company (the “**Board**”) and the Provisional Liquidators had discussions with the Company's major financial creditor, who indicated that it was supportive of an application for the Company to place itself into judicial management instead of liquidation. As a consequence, the Company applied to the Court to discharge the provisional liquidation order and to withdraw the winding up application made earlier.

On 2 August 2016, the Company and its wholly-owned subsidiary, Swiber Offshore Construction Pte. Ltd. (Judicial Managers Appointed) (“**SOC**”), were placed under interim judicial management by order of the Court and Messrs Bob Yap Cheng Ghee, Tay Puay Cheng and Ong Pang Thye, all care of KPMG Services Pte. Ltd., were appointed as the joint and several interim judicial managers of the Company and SOC (the “**Interim Judicial Managers**”). The Interim Judicial Managers were later appointed by order of the Court as the joint and several judicial managers of the Company and SOC (the “**Judicial Managers**”) on 6 October 2016.

Following the appointment of the Judicial Managers, the Court granted multiple extensions of the judicial management period for the Company and SOC, with the latest extension to expire on 30 June 2022, as at the date of this letter (the “**IFA Letter**”).

On 8 June 2020, the Company announced that the Company and Equatoriale Energy Pte. Ltd. (the “**Project Owner**” or “**Equatoriale Energy**”), a direct wholly-owned subsidiary of the Company, had entered into a binding term sheet with Rawabi Holding Company Limited (“**Rawabi**”), pursuant to which Rawabi had agreed that it will invest an aggregate cash amount of US\$200 million, with an initial US\$10 million in a new wholly-owned subsidiary to be incorporated by the Company in Singapore (“**New Swiber**”) and US\$190 million in the Project Owner subsequently conditional on the satisfaction of relevant milestones, subject to due diligence on the Group and the execution of definitive agreements between the parties.

On 28 December 2020, the Company entered into an investment agreement, which was amended and supplemented by a supplemental agreement dated 6 April 2022, with Rawabi, pursuant to which Rawabi will subscribe for new ordinary shares (the “**New Swiber Shares**”) in the capital of New Swiber (the “**Investor Subscription Shares**”) at an aggregate issue price of US\$10 million (the “**New Swiber Investment**”). In addition to the New Swiber Investment, Rawabi has undertaken under the Investment Agreement to invest up to US\$190 million in the Project Owner on such terms and conditions to be agreed on and to be set out in such definitive agreements to be entered into in relation to such investment as may be appropriate (the “**Project Investment**”). The completion of the New Swiber Investment is, however, not conditional on the entry into, between Project Owner and Rawabi, of the Project Owner Investment Agreement prior to New Swiber Closing. Please refer to section 3 of the Circular for further information on the Project Investment.

1.2 The Proposed Whitewash Resolution

Pursuant to Rule 14.1 of the Singapore Code on Take-overs and Mergers (the “**Code**”), except with the Securities Industry Council of Singapore’s (“**SIC**”) consent, where 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 persons acting in concert with him, carry 30% or more of the voting rights of a company, such person will be required to make a mandatory general offer for all the shares not already owned or controlled by them.

The transactions contemplated under the Proposed Disposal (including the New Swiber Investment) will result in Rawabi holding not less than 80% of New Swiber’s enlarged total issued shares immediately following New Swiber Closing, which would result in Rawabi incurring an obligation to make a mandatory general offer for New Swiber under Rule 14 of the Code.

The SIC had on 24 November 2021 granted a waiver of the obligations of Rawabi to make a mandatory general offer for New Swiber pursuant to Rule 14 of the Code as a result of the transactions contemplated under the Proposed Disposal (the “**Whitewash Waiver**”), subject to the satisfaction of the conditions as set out in paragraph 8.2 of the Circular which include, amongst others, the appointment by the Company of an independent financial adviser to advise its Independent Shareholders on the resolution to be approved by way of a poll by a majority of the

Independent Shareholders present and voting at the EGM to waive their rights to receive a mandatory general offer under Rule 14 of the Code from Rawabi arising from the Investor Subscription Shares which Rawabi will receive as a result of the New Swiber Investment in connection with the Proposed Disposal (the “**Whitewash Resolution**”). Please refer to paragraph 5 of this IFA Letter for further information on the proposed Whitewash Resolution.

1.3 Appointment of ZICO Capital

ZICO Capital Pte. Ltd. (“**ZICO Capital**”) has been appointed by the Company as the independent financial adviser (“**IFA**”) to advise the Independent Directors and the Judicial Managers, for the purpose of making their recommendation to the Independent Shareholders in respect of the proposed Whitewash Resolution.

This IFA Letter is addressed to the Independent Directors and the Judicial Managers and sets out, *inter alia*, our evaluation and opinion on whether the financial terms of the New Swiber Investment (being the subject of the proposed Whitewash Resolution) are fair and reasonable, and accordingly, whether the proposed Whitewash Resolution is prejudicial to the interests of the Independent Shareholders. This IFA Letter forms part of the Circular to be despatched to Shareholders in relation to the Proposed Disposal and the proposed Whitewash Resolution and should be read in its entirety.

2. TERMS OF REFERENCE

Our terms of reference do not require us to evaluate or comment on the rationale for, as well as the legal, strategic and commercial risks and/or merits (if any) of the New Swiber Investment or the proposed Whitewash Resolution, or on the future financial performance or prospects of the Company and its subsidiaries (the “**Group**”), or of New Swiber and its subsidiaries (the “**New Swiber Group**”). Accordingly, we have not made such evaluations or comments. Such evaluations or comments shall remain the sole responsibility of the directors (the “**Directors**”) and the Judicial Managers although we may draw upon their views or make such comments in respect thereof (to the extent deemed necessary or appropriate by us) in arriving at our recommendations as set out in this IFA Letter.

We were not involved in nor responsible for, any aspect in the negotiations pertaining to the New Swiber Investment or the proposed Whitewash Resolution, nor were we involved in the deliberations leading up to the decision on the part of the Directors and the Judicial Managers to propose the New Swiber Investment or the proposed Whitewash Resolution. We do not, by this IFA Letter, warrant the merits of the New Swiber Investment or the proposed Whitewash Resolution other than to express an opinion on whether the financial terms of the New Swiber Investment, taken as a whole, are fair and reasonable, and the proposed Whitewash Resolution, when considered in the context of the New Swiber Investment, is not prejudicial to the interest of the Independent Shareholders. Furthermore, we were also not requested, instructed or authorised to solicit, and we have not solicited, any indications of interest from any third party with respect to any other proposals for transactions similar to or in lieu of the New Swiber Investment. In this regard, we are not addressing the relative merits of the New Swiber Investment as compared to any alternative transaction previously considered by the Company or which otherwise may have been available to the Company currently or in the future. Such comparison and consideration remain the sole responsibility of the Directors and the Judicial Managers.

In the course of our evaluation, we have held discussions with the Judicial Managers. We have also examined publicly available information collated by us as well as information, both written and verbal, provided to us by the Directors and the Judicial Managers, including information contained in the Circular. We have relied on, and assumed without independent verification, the

accuracy and completeness of such information, whether written or verbal, and accordingly cannot and do not make any warranty or representation, express or implied, in respect of, and do not accept any responsibility for the accuracy, completeness or adequacy of, such information or representations.

During our assessment, we also note that the last available audited financial statements of the Group was for the financial year ended 31 December 2015 and the last results announcement made by the Company was in respect of the unaudited financial statements of the Group for the 3 months ended 31 March 2016. No further financial results have been released by the Company as of the Latest Practicable Date. As a result, our views, opinion and advice are thus limited, and subject to this matter as well as others mentioned in the IFA Letter.

We have relied upon the assurances from the Directors and the Judicial Managers (including those who may have delegated detailed supervision of the Circular), who have accepted full responsibility for the accuracy and completeness of the information provided to us, that, to the best of their knowledge and belief, they have taken reasonable care to ensure that the facts stated and opinions expressed by them or the Company in the Circular are fair and accurate in all material aspects. The Directors and Judicial Managers have confirmed to us that, to the best of their knowledge and belief, the Circular constitutes full and true disclosure of all material facts about the Proposed Transactions and the Group, and the Directors and Judicial Managers are not aware of any facts, the omission of which would cause any statement in the Circular in respect of the Group and the Proposed Transactions (including the New Swiber Investment) to be inaccurate, incomplete or misleading in any material respect. Whilst care has been exercised in reviewing the information upon which we have relied, we have not independently verified such information but nevertheless have made such enquiry and exercised judgement as we deemed necessary, and have found no reason to doubt the accuracy or reliability of the information upon which we have relied upon.

For the purposes of assessing the New Swiber Investment (being the subject of the proposed Whitewash Resolution), and reaching our opinion thereon, we have not relied upon any financial projections or forecasts in respect of the Company or the Group. We are not required to express, and we do not express, any view on the growth prospects, earnings potential, future financial performance, or future financial position of the Company or the Group or prices at which the Shares may trade upon completion of the New Swiber Investment, in connection with our opinion in this IFA Letter.

We have not made an independent evaluation or appraisal of the assets and liabilities (including without limitation, property, plant and equipment) of the Group or the New Swiber Group. We have not been furnished with any such evaluation or appraisal. However, we have been furnished with the valuation report in relation to the indicative equity value of 100% equity interest in the capital of New Swiber prepared by the independent valuer, namely BDO Advisory Pte. Ltd. (the **"Independent Valuer"**) on a restructured basis immediately prior to New Swiber Closing (the **"Valuation Report"**). We are not experts and do not regard ourselves to be experts in the valuation of businesses. Accordingly, we have taken into consideration the Valuation Report, and have not made any independent verification of the contents thereof. Therefore, no representation or warranty, express or implied, is made and no responsibility is accepted by us concerning the accuracy, completeness or adequacy of the Valuation Report. The summary of the Valuation Report is set out in Appendix H of the Circular.

Our opinion is based upon market, economic, industry and other conditions prevailing, as well as information made available to us, as at the Latest Practicable Date. Such conditions and information may change significantly over a short period of time. We assume no responsibility to update, revise or reaffirm our opinion in light of any subsequent developments after the Latest Practicable Date that may affect our opinion contained therein. Shareholders should further take

note of any announcements relevant to their consideration of the New Swiber Investment and the proposed Whitewash Resolution, which may be released after the Latest Practicable Date.

In rendering our advice and providing our recommendation, we did not have regard to the specific investment objectives, financial situation, tax position, risk profile or unique needs and constraints of any Shareholder. We recommend that any Shareholder who may require specific advice in relation to his investment objective(s) or portfolio(s) should consult his legal, financial, tax or other professional advisers immediately.

The Company has been advised by its own legal advisers in the preparation of the Circular (other than this IFA Letter). We have had no role or involvement and have not provided any advice (financial or otherwise) whatsoever in the preparation, review and verification of the Circular (other than this IFA Letter) and our responsibility is as set out above in relation to this IFA Letter. Accordingly, we take no responsibility for, and express no views, whether expressed or implied, on the contents of the Circular (except for this IFA Letter).

We have prepared this IFA Letter for the use by the Independent Directors and the Judicial Managers in connection with their consideration of the proposed Whitewash Resolution, but any recommendations made by the Independent Directors and the Judicial Managers in respect of the proposed Whitewash Resolution shall remain their sole responsibility. Whilst a copy of this IFA Letter may be reproduced in the Circular and made available for inspection at the Company's registered office as set out in section 18 of the Circular, neither the Company, the Directors nor any other persons may reproduce, disseminate or quote this IFA Letter (or any part thereof) for any purposes (other than for the consideration of the proposed Whitewash Resolution) at any time and in any manner without the prior written consent of ZICO Capital.

Our opinion in relation to the proposed Whitewash Resolution should be considered in the context of the entirety of this IFA Letter and the Circular.

3. THE NEW SWIBER INVESTMENT

3.1 Salient Terms of the New Swiber Investment

Under the terms of the Investment Agreement, Rawabi will subscribe for the Investor Subscription Shares, which will in aggregate constitute approximately (but not less than) 80% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, for an aggregate issue price of US\$10 million. Please refer to section 1.2 of the Circular for further information on the terms of the Investment Agreement.

The Proposed Transactions comprise the following, in addition to the New Swiber Investment:

- (i) the Internal Restructuring;
- (ii) the Debt Restructuring;
- (iii) the Share Transfer;
- (iv) the proposed issuance of the Creditors Shares, the Key Management and Professional Shares and the Shareholders New Swiber Shares.

3.2 Internal Restructuring

In summary, the Internal Restructuring entails the proposed transfer of certain assets and employees of the Group ("**Transfer Assets**") to the New Swiber Group, which include the following:

- (a) the Assumed Employees;
- (b) all issued shares in:
 - (i) the Project Owner; and
 - (ii) PAPE Engineering;
- (c) 25,000 ordinary shares in Holmen Heavylift Offshore Pte. Ltd. ("**Holmen Heavylift**"), which represent 25% of the total issued shares in Holmen Heavylift as at the Latest Practicable Date ("**Holmen Heavylift Shares**"); and
- (d) certain contracts entered into by the Project Owner and PAPE Engineering, as well as by SHL and SOC ("**Transfer Contracts**").

There will be no consideration payable by the New Swiber Group to the Group for the transfer of the Assumed Employees and the Transfer Contracts.

An aggregate amount of US\$3.00 will be payable by New Swiber to the Company for the following:

- (a) a nominal consideration of US\$1.00 for the transfer of all the issued shares in the Project Owner;
- (b) a nominal consideration of US\$1.00 for the transfer of all the issued shares in PAPE Engineering; and
- (c) a nominal consideration of US\$1.00 for the transfer of the Holmen Heavylift Shares.

The Transfer Assets Consideration will be fully settled by way of New Swiber issuing on New Swiber Closing such number of New Swiber Shares which will in aggregate constitute approximately 15.5% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, of which:

- (a) 14.0% will be issued to and held by the Company and SOC as bare trustees for the Unsecured Creditors of the Company and SOC; and
- (b) 1.5% will be allocated for the benefit of the Professional Services Providers.

Please refer to section 2.3 of the Circular for further details on the Internal Restructuring.

3.3 Debt Restructuring

The Debt Restructuring pertains to the proposed restructuring of certain existing unsecured debts owing by the Company and SOC to their Unsecured Creditors.

The Creditors Shares, which will in aggregate constitute approximately (but shall not exceed) 14.0% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, to be issued by New Swiber in satisfaction of part of the Transfer Assets Consideration payable

by New Swiber to SHL, will be issued at New Swiber Closing to and held by the Company and SOC as bare trustees for the Unsecured Creditors.

With sanction for the Interim Distributions having been granted by the Court on 8 November 2021, the Creditors Shares will subsequently be distributed to the Participating Unsecured Creditors following the Final Adjudication Process for the purposes of effecting the Unsecured Creditors' Partial Debts Settlement. Participation in the Interim Distributions is entirely voluntary for the Unsecured Creditors.

As the Professional Services Providers would be considered as Excluded Creditors with respect to the Professionals' Relevant Debts, such number of Professionals Shares not exceeding 1.5% of New Swiber's enlarged total issued shares immediately following New Swiber Closing to be issued at New Swiber Closing will be allocated for the benefit of the Professional Services Providers for the purposes of the partial satisfaction of the payment of the Professionals' Relevant Debts owing by the Company and SOC.

In view of the outstanding Excluded Creditors Debts and Balance Unsecured Creditors Debts, the Company and SOC will still not be free of all debts and liabilities following the issuance of the Creditors Shares and the Professionals Shares. It is the intention of the Company and SOC for such outstanding debts and liabilities to be partially settled by way of one or more schemes of arrangement for the further restructuring of the Company and/or SOC or from the proceeds arising from the disposal of the remaining unencumbered assets of the Company and SOC which are not transferred to the New Swiber Group pursuant to the Internal Restructuring.

Please refer to section 2.4 of the Circular for further details on the Debt Restructuring.

3.4 **Share Transfer**

The Company is expected to hold only a nominal number of shares (the "**Subscriber Shares**") in New Swiber upon the incorporation of New Swiber and up to New Swiber Closing. On New Swiber Closing, the Company will transfer the Subscriber Shares to Rawabi at an aggregate consideration of US\$1.00 (the "**Share Transfer**"). Such Share Transfer is to give effect to the proposed shareholding structure of New Swiber on New Swiber Closing as set out in section 2.9.3 of the Circular. Please refer to section 5.2.2 of the Circular for further details on the Share Transfer.

3.5 **Issuance of Key Management Shares and Shareholders New Swiber Shares**

At New Swiber Closing, New Swiber will, subject to the satisfaction (or waiver, as the case may be) of the Conditions Precedent, issue such number of New Swiber Shares to the following parties at no consideration:

- (a) 1.5% of New Swiber's enlarged total issued shares immediately following New Swiber Closing to the Key Management SPV, for the benefit of the Key Management;
- (b) 3.0% of New Swiber's enlarged total issued shares immediately following New Swiber Closing to the Company's Existing Shareholders.

As at the Latest Practicable Date, it is envisaged that the allocation of the Shareholders New Swiber Shares to the Existing Shareholders would be on the basis of one Shareholders New Swiber Share for every one Share held by each Existing Shareholder on the Books Closure Date.

Please refer to section 2.5 of the Circular for further details on the issuance of the Key Management Shares and the Shareholders New Swiber Shares.

3.6 Conditions Precedent

The New Swiber Investment is subject to, *inter alia*, the approvals from Shareholders and SGX-ST for the Proposed Transactions, the necessary approvals from creditors of the Company and SOC, the relevant declaration from MAS in relation to certain issuances of New Swiber Shares made in connection with the New Swiber Investment, as well as the Whitewash Waiver from the SIC. Please refer to section 2.7.1 of the Circular for full details of the conditions precedent to the New Swiber Investment.

3.7 Resultant Shareholdings in New Swiber

The pro forma shareholding structure of New Swiber immediately following New Swiber Closing is contemplated to be as follows:

Shareholders of New Swiber	Number of New Swiber Shares envisaged as at the Latest Practicable Date	Approximate percentage shareholding in New Swiber immediately following New Swiber Closing
Rawabi	12,276,719,629 ⁽¹⁾	80.0%
Holders of Creditors Shares	2,148,425,934	14.0%
Key Management SPV	230,188,493	1.5%
Holders of Professionals Shares	230,188,493	1.5%
SHL's Existing Shareholders	460,376,986	3.0%
Total	15,345,899,535	100.0%

Note:

- (1) Assuming that the Subscriber Shares to be transferred to Rawabi on New Swiber Closing pursuant to the Share Transfer comprise one New Swiber Share only.

3.8 No transfer of listing status of the Company

New Swiber will be an unlisted public company in Singapore on and following New Swiber Closing, as there will not be any transfer of the listing status of the Company to New Swiber.

Under the Investment Agreement, Rawabi has committed, subject to New Swiber Closing taking place and the Vietnam Project successfully generating sustainable revenues, to pursue an initial public offering of the shares in New Swiber for the purpose of and in connection with the admission of New Swiber to an appropriate securities exchange on such terms and subject to such conditions, taking further into account the prevailing market conditions then and the advice of the issue manager and/ or underwriters to be appointed for the purpose of the initial public offering, to be determined. However, there is no certainty that such proposed initial public offering of the shares in New Swiber will occur or materialise.

4. INFORMATION ON RAWABI

Section 1.2.5. of the Circular sets out information on Rawabi, which we have replicated in italics below:-

“1.2.5. Information on Rawabi

Shareholders should note that information relating to Rawabi in this Section and elsewhere in this Circular was provided by Rawabi. Neither the Company, the Directors nor the Judicial Managers have independently verified the accuracy, correctness and completeness of such information.

- (a) Rawabi is a company incorporated in the Kingdom of Saudi Arabia. The group comprising Rawabi and its subsidiaries is a substantial energy services player in Saudi Arabia which has a total of 23 business units and joint ventures as at the Latest Practicable Date.*
- (b) Rawabi is helmed by Sheikh Abdulaziz Ali AlTurki, who has been the chairman of the Rawabi Group since November 1998. The key management of the Rawabi Group comprises experienced veterans in their respective fields.*
- (c) Rawabi does not hold any Shares or instruments convertible into, rights to subscribe for and options in respect of Shares, directly or indirectly, in the Company, and does not have any connection (including business relationships) with any Director or Substantial Shareholder of the Company.”*

Vallianz Holdings Limited (“VHL”) holds 75% of shareholding interests in Holmen Heavylift, while the Company holds the balance 25% shareholding interests (being one of the Transfer Assets). Rawabi and SHL held 59.68% and 29.86% of shareholding interests in VHL respectively as at 4 October 2021, based on VHL’s announcement of its unaudited financial statements for the six months ended 30 September 2021.

5. THE PROPOSED WHITEWASH RESOLUTION

The transactions contemplated under the Proposed Disposal (including the New Swiber Investment) will result in Rawabi holding approximately 80% of New Swiber’s enlarged total issued shares immediately following New Swiber Closing. On 24 November 2021, the SIC ruled that the transactions contemplated under the Proposed Disposal will trigger a requirement for Rawabi to make a mandatory offer for New Swiber under Rule 14 of the Code, and granted the Whitewash Waiver, subject to the conditions as set out in section 8.2 of the Circular. Independent Shareholders are advised to read the information set out in this section carefully.

Shareholders should note that the approval of the proposed Whitewash Resolution is a Condition Precedent to the completion of the New Swiber Investment. Accordingly, in the event that the proposed Whitewash Resolution is not passed by the Independent Shareholders, the Proposed Transactions (including the Proposed Disposal) will not proceed.

Independent Shareholders should also note the following:-

- (a) the Proposed Disposal will result in Rawabi holding New Swiber Shares carrying over 49% of the voting rights of New Swiber, and Rawabi will be free to acquire further New Swiber Shares without incurring any obligation under Rule 14 of the Code to make a mandatory general offer for New Swiber; and
- (b) by voting in favour of the Whitewash Resolution, they will be waiving their rights to receive a general offer from Rawabi arising from the Investor Subscription Shares which Rawabi will receive as a result of the New Swiber Investment in connection with the Proposed

Disposal at the highest price paid by the Rawabi Concert Party Group for the Shares and New Swiber Shares in the past six months preceding the Relevant Announcement Date.

6. EVALUATION OF THE NEW SWIBER INVESTMENT

In our evaluation of the proposed Whitewash Resolution when considered in the context of the New Swiber Investment, we have given due consideration to, *inter alia*, the following key factors:

- (a) rationale for the Proposed Transactions and the use of proceeds from the New Swiber Investment;
- (b) historical financial performance and condition of the Group;
- (c) market quotation and trading activity of the Shares;
- (d) valuation of New Swiber by the Independent Valuer pursuant to the Valuation Report;
- (e) New Swiber Group's net asset value analysis;
- (f) residual value of the Group in the event of winding-up or liquidation;
- (g) comparison of New Swiber Investment with comparable companies' valuation statistics;
- (h) dilution impact arising from the New Swiber Investment; and
- (i) other relevant considerations.

6.1 Rationale for the Proposed Transactions and the use of proceeds from the New Swiber Investment

It is not within our terms of reference to comment or express an opinion on the merits of the Proposed Transactions or the future prospects of the Group or New Swiber Group after the Proposed Transactions. Nevertheless, we have reviewed the Company's rationale for the Proposed Transactions and use of proceeds from the New Swiber Investment, as set out in section 4 of the Circular. This section has been extracted and replicated in italics below. Unless otherwise defined or the context otherwise requires, all terms defined in the Circular shall have the same meaning herein.

"4. USE OF PROCEEDS AND RATIONALE FOR THE PROPOSED TRANSACTIONS AND THE PROPOSED DISPOSAL

Use of Proceeds

4.1. The proceeds of US\$10 million from the New Swiber Investment are currently intended to be applied by New Swiber towards:

- (a) the development funding to be contributed by New Swiber towards the first phase of the Vietnam Project;*
- (b) the general working capital requirements of the New Swiber Group; and*

- (c) the reimbursement to the Group of the Reimbursement Amount of up to US\$3.2 million pursuant to the Post-Closing Reimbursement.

As the aggregate consideration for the Share Transfer is only US\$1.00, it is not meaningful to discuss the use of proceeds from the Share Transfer.

Rationale for the Proposed Transactions and the Proposed Disposal

- 4.2. Since the Company was placed under judicial management on 6 October 2016, the Company has been engaging with potential investors for cash injections into the Group with a view to rehabilitating the Company.
- 4.3. In view of the growing opportunities in the power sector and given the Group's engineering and project management capabilities and technical expertise, it has been part of the corporate strategy of the Company to diversify its existing business to include the power business, particularly the LNG to power segment. The Company has recognised that there is generally a growing demand for cleaner energy such as power generated from LNG and the Company believes that the diversification into the power sector will not only offer new business opportunities for the Company and provide the Company with new revenue streams, but will also support the long-term growth of the Group. For the purpose of such diversification, the Company had incorporated Project Owner in June 2018 to undertake the power business.
- 4.4. In particular, in respect of the Proposed Transactions and the Proposed Disposal, given the Group's engineering capabilities and technical expertise as well as the growing demand for cleaner energy in Vietnam, the Company and Rawabi have agreed to explore the opportunity to develop, construct and operate the LNG Power Plant Facility, with the first phase of the Vietnam Project currently estimated to cost approximately US\$1 billion to construct. In furtherance of the foregoing, the Investment Agreement was entered into between the Company and Rawabi, where:
 - (a) in order to give effect to Rawabi's intention to invest into a member of the Group with a sustainable capital structure on which to rebuild part of the Group's current business and simultaneously diversify into the power business, New Swiber will be incorporated as a new company and will acquire the Transfer Assets from the Group pursuant to the Internal Restructuring;
 - (b) Rawabi had negotiated for at least 80% shareholding in New Swiber through the subscription of new ordinary shares at an aggregate issue price of US\$10 million by way of the New Swiber Investment. Further details on the factors taken into consideration in arriving at the aggregate issue price of US\$10 million are set out in Section 5.2.2(b) of this Circular; and
 - (c) Rawabi has additionally undertaken to invest up to US\$190 million in the Project Owner (which will be transferred to the New Swiber Group pursuant to the Internal Restructuring), which is envisaged to be involved in the development, construction and operation of the Vietnam Project, by way of the Project Investment, further details of which are set out under Section 3 of this Circular.

In view of the above, the Internal Restructuring and the New Swiber Investment from Rawabi will not only provide the Group the chance to rehabilitate parts of its business as a going concern, but also allow Rawabi to contribute capital and expertise to SHL's pivot to the LNG-to-power business to be continued to be developed under the New Swiber Group after the Internal Restructuring.

4.5. *As for the remaining 20% shareholding in New Swiber, SHL had to consider the interests of all stakeholders which include the creditors of SHL and SOC, the existing Shareholders of SHL, the existing management of SHL and the professional services providers to SHL and SOC. As such, it was commercially agreed between the Judicial Managers and Rawabi that the remaining 20% shareholding in New Swiber will be allocated for the benefit of the Unsecured Creditors, the Existing Shareholders, the Key Management and the Professional Services Providers. Further details relating to the pro forma shareholding structure of New Swiber immediately following the New Swiber Closing are set out under Section 2.9.3 of this Circular. In particular:*

- (a) as the Company is currently placed under judicial management, in respect of the Unsecured Creditors, the Proposed Transactions and the Proposed Disposal, if completed, would be a significant step towards providing an opportunity for some recovery to them, and are necessary to carry out a restructuring of the Company's and SOC's existing unsecured debts, as compared to an alternative scenario of a liquidation of SHL and SOC where it is very likely that the Unsecured Creditors will get NIL recovery;*
- (b) in respect of the Professional Services Providers, the Proposed Transactions and the Proposed Disposal, if completed, would allow the Professionals' Relevant Debts to be partially settled;*
- (c) in respect of the Key Management, the proposed issuance of the Key Management Shares on New Swiber Closing would provide the Key Management with a stake in New Swiber, which will be issued at no consideration to the Key Management SPV as an incentive for the Key Management to stay on and continue to manage the business operations of the New Swiber Group after New Swiber Closing; and*
- (d) in respect of the Existing Shareholders, the proposed issuance of the Shareholders New Swiber Shares on New Swiber Closing would provide them with the opportunity to participate in the future of the New Swiber Group after completion of the New Swiber Investment, through their shareholdings in New Swiber (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular). SHL believes that (subject to the arrangements stated in Sections 2.5.2 and 14 of this Circular) SHL's Existing Shareholders will benefit from the receipt of the Shareholders New Swiber Shares, as they will, going forward, hold shares in a restructured New Swiber, where the New Swiber Group will not only carry significantly less debt immediately following the completion of the New Swiber Investment as compared to the Group, but will also continue to operate the business of providing engineering services as currently operated under the Group's offshore and engineering division and will have the opportunity to diversify into the LNG-to-power sector."*

6.2 **Historical financial performance and condition of the Group**

The last available audited consolidated financial statements of the Group is for the financial year ended 31 December 2015 ("FY2015"), while the last available unaudited consolidated financial statements of the Group is for the quarter ended 31 March 2016 ("1Q2016").

The Group recorded revenue of US\$833 million and US\$191 million for FY2015 and 1Q2016 respectively. The Group's loss for the year, and loss for the year attributable to owners of the Company for FY2015 amounted to US\$18.7 million and US\$27.4 million respectively. The Group's loss for the period, and loss for the period attributable to owners of the Company for

1Q2016 amounted to US\$0.2 million and US\$2.6 million respectively. The Group was in a net asset position of US\$567.0 million and the equity attributable to owners of the Company and perpetual capital securities holders was US\$486.2 million as at 31 March 2016.

Events after the release of the 1Q2016 unaudited consolidated financial statements

Since the release of the 1Q2016 unaudited consolidated financial statements of the Group, the financial condition of the Group had deteriorated, and the Company had been placed under judicial management since 6 October 2016. No further financial results of the Group have been released since the release of the 1Q2016 unaudited consolidated financial statements of the Group and up to the Latest Practicable Date.

We further note the following from the announcements made by the Company and from our discussion with the Judicial Managers:

- (a) on 8 July 2016, the Company announced that the Group received outstanding letters of demand for an aggregate amount of US\$4.76 million, and the outstanding letters of demand (including statutory demands) increased to US\$25.9 million as of 26 July 2016;
- (b) an application pursuant to section 254(1)(e) of the Companies Act had been made on 27 July 2016 to wind up the Company, and on the same day, the Company filed an application to place the Company in provisional liquidation, which had been granted by the Court;
- (c) the Company's Shares were suspended from trading on 28 July 2016 and have not resumed trading as at the Latest Practicable Date;
- (d) the Company was placed under interim judicial management on 2 August 2016 and under judicial management from 6 October 2016;
- (e) the Group had, since the appointment of the Judicial Managers, defaulted on the redemption and coupon payments of its debt securities;
- (f) no consolidation of the Group's accounts had been performed since the appointment of the Judicial Managers;
- (g) pursuant to the Statement of Proposals to the creditors of the Company and SOC dated 1 February 2021, in a liquidation scenario, Unsecured Creditors are unlikely to recover any amount on their debts; and
- (h) on 30 December 2021, the Company applied to the SGX-ST for a further extension of time of 6 months until 30 June 2022 to prepare and submit a proposal to SGX-ST with a view to resuming trading in the Company's securities.

6.3 Market quotation and trading activity of the Shares

We note the following pertaining to the trading activity of the Shares:

- (a) trading of the Shares on the SGX-ST had been halted on 27 July 2016 and suspended on 28 July 2016;
- (b) the suspension from trading of the Shares has not been lifted as of the Latest Practicable Date; and

- (c) the last transacted price of the Shares was S\$0.109 before the trading halt on the Shares on 27 July 2016, which gave the Company a market capitalisation of approximately S\$50.2 million, based on the total number of shares in issue as set out in its last available financial statements for the quarter ended 31 March 2016.

Having regard to the suspension from trading of the Shares since 28 July 2016, the deterioration in the Group's shareholders' equity since then and that the Company had been placed under judicial management since 6 October 2016, we are of the view that it will not be meaningful to benchmark the price per share for the Shareholders New Swiber Shares against the historical market prices of the Shares.

6.4 Valuation of New Swiber by the Independent Valuer pursuant to the Valuation Report

In connection with the Proposed Transactions, the Company has commissioned the Independent Valuer to assess the valuation of 100% equity interest in the capital of New Swiber on a restructured basis after taking into account completion of the Internal Restructuring and the Intercompany Balances Settlement, immediately before New Swiber Closing. The New Swiber Group immediately before New Swiber Closing shall comprise the following:

- (i) 100% equity interest in Equatoriale Energy;
- (ii) 100% equity interest in PAPE Engineering Pte. Ltd. ("**PAPE Engineering**") which comprises PT PAPE Indonesia, an 80%-owned subsidiary ("**PAPE Indonesia**") and PAPE Engineering Sdn. Bhd., a 99%-owned subsidiary ("**PAPE Brunei**"); and
- (iii) 25% interest in Holmen Heavylift Offshore Pte. Ltd. ("**Holmen Heavylift**").

The indicative equity value of 100% equity interest in the capital of New Swiber on a restructured basis as at the valuation date of 31 December 2021, as appraised by the Independent Valuer, assuming completion of the Internal Restructuring and the Intercompany Balances Settlement and immediately prior to New Swiber Closing, is US\$2,066,859.

The Independent Valuer has adopted a sum of the parts valuation approach in estimating the indicative equity value of the New Swiber Group immediately before New Swiber Closing being the summation of the value of PAPE Engineering (100%), PAPE Indonesia (80%), Pape Brunei (99%), Equatoriale Energy (100%) and 25% interest in Holmen Group as at the valuation date of 31 December 2021. The Independent Valuer has considered the 3 valuation approaches, namely the market approach, the income approach and the cost approach in estimating the indicative value of the entities in the New Swiber Group immediately before New Swiber Closing. After considering the nature, operations and available financial information of each of the entities, the Independent Valuer selected the following valuation approaches:

Entity	Valuation Approach
PAPE Engineering	Income approach as the primary approach using the discounted cash flow (" DCF ") methodology, with the market approach as a cross check, by referring to comparable companies' trading multiples
PAPE Indonesia	Cost approach using the revised net asset value (" RNAV ") method
PAPE Brunei	Cost approach using the RNAV method

Equatoriale Energy	Cost approach using the RNAV method
Holmen Heavylift and its subsidiaries ("Holmen Group")	Cost approach using the RNAV method

We note that the Independent Valuer's conclusion was primarily dependent on several assumptions, which include amongst others the following:

- (i) the New Swiber Investment, the Project Investment and the Vietnam Project have not been taken into account in the valuation;
- (ii) the New Swiber Group will operate as a going concern and will have sufficient capital to support future expenditure and working capital and the capability to achieve the financial forecast;
- (iii) the financial statements of the entities in the Holmen Group have been prepared on a going concern basis despite Holmen Group having a negative NAV as at 31 December 2021 and a net loss position for the financial year ended 31 March 2021 and the last 12 months ended 31 December 2021, as the penultimate holding corporation of Holmen Heavylift, VHL, has indicated its intention to provide continuing financial support to enable Holmen Group to meet its obligations; and
- (iv) the COVID-19 pandemic will not fundamentally affect the business of the New Swiber Group.

We note that the Intercompany Balances Settlement resulted in other gains/losses adjustments in the pro forma consolidated statement of comprehensive income for the New Swiber Group for FY2021. As these adjustments are considered pro forma one-off and/or non-cash in nature, the Independent Valuer is of the view that these pro forma adjustments will not affect its valuation approach.

Implied Value of the New Swiber Investment

The implied post-money valuation for New Swiber would be US\$12.067 million, being the aggregate of Rawabi's subscription of US\$10 million and the appraised valuation of New Swiber of US\$2,066,859 by the Independent Valuer ("**Implied Post-Money Independent Valuation**").

On the other hand, given that Rawabi will hold approximately 80% of New Swiber's enlarged total issued shares immediately following New Swiber Closing for a consideration of US\$10 million, the implied valuation of New Swiber immediately following New Swiber Closing is therefore US\$12.5 million, representing a premium of approximately 3.59% to the Implied Post-Money Independent Valuation.

For the avoidance of doubt, our opinion does not involve opining on the fairness and reasonableness of the allocation of the equity interest in New Swiber to the creditors of the Company and SOC, Key Management and the Professional Services Providers as the allocation to such parties is the outcome of the negotiations between the Judicial Managers and Rawabi.

6.5 New Swiber Group's net asset value analysis

As set out in section 2.10.8 of the Circular, based on the pro forma unaudited consolidated balance sheet of New Swiber Group as at 31 December 2021 as set out in Appendix D of the Circular and assuming that New Swiber Closing had taken place on 31 December 2021, New Swiber Group would have net liabilities of approximately US\$4.6 million.

For illustration purposes, the pro forma net liabilities position of the New Swiber Group of approximately US\$4.6 million will improve to a net asset position of approximately US\$5.4 million following the New Swiber Investment.

6.6 Residual value of the Group in the event of winding-up or liquidation

Following New Swiber Closing, it is currently envisaged that SHL and SOC will continue to remain in judicial management subject to the approval of the Court. The Judicial Managers will continue to manage the encumbered assets of the Group with a view of eventually disposing of these assets in an orderly manner and winding down the Group's remaining existing offshore division, and pursue opportunities (if any) for the restructuring of SHL and SOC. If the Judicial Managers consider that one or more of the purposes of judicial management have either been achieved or that none of the said purposes are capable of achievement, SHL and SOC will eventually be liquidated by way of an orderly winding down process, pursuant to which all the remaining unencumbered assets of SHL and SOC which are not transferred to the New Swiber Group pursuant to the Internal Restructuring will be disposed of. Following the orderly winding down and eventual liquidation and dissolution, SHL will accordingly cease to exist, and the existing Shareholders of SHL will no longer have an interest in SHL thereafter.

The Directors and the Judicial Managers have advised that it is very unlikely for the SHL's Existing Shareholders to receive any distribution arising from the liquidation of SHL following New Swiber Closing. In conjunction with the New Swiber Investment, SHL's Existing Shareholders will be issued New Swiber Shares not exceeding 3% of New Swiber's enlarged total issued shares immediately following New Swiber Closing, at no consideration. **The implied value to the Shareholders New Swiber Shares will be US\$375,000 (based on issue price of the New Swiber Investment of US\$0.0008 per New Swiber Share).**

6.7 Comparison of New Swiber Investment with comparable companies' valuation statistics

We have also considered the valuation statistics of selected listed companies that may be broadly comparable to the New Swiber Group after discussion with the Judicial Managers (the **"Comparable Companies"**), for comparison purposes.

We wish to highlight that there may not be any listed company that is directly comparable to the New Swiber Group in terms of composition of business, business activities, scale of operations, risk profile, geographical spread of activities, track record, future prospects, operating and financial leverage, accounting policies, liquidity, market capitalisation and other relevant criteria. In addition, we wish to highlight that the list of Comparable Companies is by no means exhaustive. Hence, any comparison made herein is necessarily limited and serves only as an illustrative guide, and any conclusion drawn from the comparison may not necessarily reflect the perceived or implied market valuation (as the case may be) of the New Swiber Group as at the Latest Practicable Date.

We also wish to highlight that there may be significant differences between the valuation statistics of companies trading on the SGX-ST and other exchanges, due to factors including differing macroeconomic variables and investors' sentiments.

Shareholders should also note that the prices at which shares are traded at include factors other than historical financial performance, and some of these include, *inter alia*, real or perceived prospects of financial performance, the historical share price performance, the demand/supply conditions of the shares, the relative liquidity of the shares, the relative sentiments of the market for the shares, as well as the market capitalisation.

A brief description of the selected Comparable Companies, as extracted from their respective company websites and/or their annual reports, is set out below in order of decreasing market capitalisation:

Name of Comparable Company	Listing Location	Business Activities/Description
Petrofac Limited ("Petrofac")	United Kingdom	Petrofac is an international provider of facilities solutions to the oil and gas production and processing industry. Its solutions include designing and building oil and gas facilities, operating and managing facilities, and training personnel.
PetroVietnam Technical Services Corporation ("PVTS")	Vietnam	PVTS provides services to petroleum companies. It is involved in leasing and chartering, operation and maintenance, properties management and mineral water production.
Dayang Enterprise Holdings Bhd ("Dayang")	Malaysia	Dayang, through its subsidiaries, provides offshore maintenance services. It also offers minor fabrication operations, offshore hook-ups, and commissioning and chartering of marine vessels to the oil and gas industry.
Sapura Energy Bhd ("Sapura")	Malaysia	Sapura provides integrated oil and gas services and solutions. It offers engineering, fabrication, construction, installation, hook up, commissioning, drilling, exploration, and production of oil and gas assets.
Malaysia Marine and Heavy Engineering Holdings Bhd ("MMHE")	Malaysia	MMHE provides solutions for the oil and gas sector. Its activities include a full range of construction and engineering services, including building and installing offshore structures, marine repair of vessels including large LNG and LPG carriers and tankers, and marine conversion of vessels.
Mermaid Maritime PCL ("Mermaid")	Singapore	Mermaid is a provider of drilling and sub-sea engineering services for the offshore oil and gas industry.
Petra Energy Bhd ("Petra")	Malaysia	Petra is an investment holding company. Its core business activities in integrated brown field services include operations and maintenance, oil field optimisation, retrofits, domestic vessel re-chartering, design and fabrication of process equipment and packaging and supply of engineered equipment for the oil and gas industry.
Uzma Bhd ("Uzma")	Malaysia	Uzma is an investment holding company. Through its subsidiaries, Uzma provides oil and gas geoscience and reservoir engineering services, oil and gas drilling and operations services, and oil and gas project and operations services.

Carimin Petroleum Bhd ("Carimin")	Malaysia	Carimin provides technical and engineering support services to clients within the oil and gas industry in Malaysia. Carimin specialises in engineering, scheduled/work pack development, procurement, structural/piping fabrication, electrical/instrumentation installation, pre-commissioning and commissioning activities.
Petroleum Equipment Assembly & Metal Structure Joint Stock Company ("PEAMS")	Vietnam	PEAMS builds and repairs structures for the oil and natural gas production industry. It builds drilling platform legs, air compressing platforms, oil and air pipelines, fuel and acid containers, and other structures.
Petroleum Pipeline & Tank Construction Joint Stock Company ("PPTC")	Vietnam	PPTC offers construction services to the oil and natural gas exploration and production industry. It builds pipelines and storage tanks, manufactures oil rigs, and constructs port warehouses.

Source: Bloomberg L.P.

In our evaluation, we have considered the price-to-earnings ratio ("**PER**"), which is an earnings-based valuation methodology that illustrates the market price of a company's shares relative to its historical consolidated earnings per share. The PER is affected by, *inter alia*, the capital structure of a company, its tax position as well as its accounting policies relating to revenue recognition, depreciation and amortisation of intangible assets. As the New Swiber Group was in a net liabilities position as at 31 December 2021 (based on its unaudited pro forma consolidated financial statements as disclosed in Section 2.10.8 of the Circular), we have not considered the price-to-NAV ratio as such comparison will not be meaningful.

The following table sets out the PERs of the Comparable Companies in comparison with the PER of the New Swiber Group as implied by the New Swiber Investment:

Comparable Company	Market Capitalisation (US\$'million)	PER (times)
Petrofac	728.31	- ⁽¹⁾
PVTS	727.36	27.67
Dayang	255.06	- ⁽¹⁾
Sapura	151.41	- ⁽¹⁾
MMHE	147.81	- ⁽¹⁾
Mermaid	83.12	- ⁽¹⁾
Petra	65.00	17.17
Uzma	38.78	31.52
Carimin	36.57	18.30
PEAMS	32.80	176.06
PPTC	7.08	- ⁽¹⁾
Max		176.06
Average		54.14
Median		27.67
Min		17.17
New Swiber Group – Implied by the New Swiber Investment	12.5	1.16 ⁽²⁾

Source: As extracted from Bloomberg L.P. on the Latest Practicable Date

Notes:

- (1) The PER of these Comparable Companies are not meaningful due to losses incurred by the companies.
- (2) Based on the profit for the year after deducting profit attributable to non-controlling interests as set out in the pro forma unaudited consolidated profit and loss statement for FY2021 for the New Swiber Group in Appendix D of the Circular.

From the above, we note that the PER of the New Swiber Group as implied by the New Swiber Investment is below the range of PER ratios of the Comparable Companies, which suggests that the valuation of the New Swiber Investment is lower than the valuation of the Comparable Companies. Nevertheless, we wish to highlight that the Judicial Managers have advised that the pro forma net profitability position of the New Swiber Group was largely a result of certain one-off pro forma adjustments arising from the Intercompany Balances Settlement (which includes the cancellation, settlement or repayment of all intercompany balances which are payable or receivable between any SHL Group company and any New Swiber Group Company prior to or at New Swiber Closing in accordance with terms of the investment agreement between Rawabi and the Company), without which the profitability of the New Swiber Group would have been at a lower level of approximately US\$1.2 million. The PER at this lower level of net profit as implied by the New Swiber Investment is 10.42 times, which is also below the range of PER ratios of the Comparable Companies.

6.8 Dilution impact arising from the New Swiber Investment

As set out in Section 2.9.3 of the Circular, SHL's Existing Shareholders are envisaged to hold approximately 3.0% of the equity interest in New Swiber after the New Swiber Investment and immediately following New Swiber Closing.

While there appears to be a significant dilution of the shareholding interests of SHL's Existing Shareholders in New Swiber, when compared to their original interests in the Company, we believe that this comparison is not meaningful due to the following reasons:

- (a) as set out in Section 6.9.3 of this IFA Letter, Shareholders are unlikely to recover any value for their Shares or receive any distribution in the event of liquidation of the Company in the event that the proposed Whitewash Resolution is rejected; and
- (b) as set out in Section 6.5 of this IFA Letter, the New Swiber Group is in a net liabilities position as at 31 December 2021 on a pro forma basis.

6.9 Other relevant considerations

6.9.1 Participate in the future of the New Swiber Group

The proposed issuance of the Shareholders New Swiber Shares will give SHL's Existing Shareholders an opportunity to participate in the future of the New Swiber Group, as compared to a liquidation of SHL where the Existing Shareholders are unlikely to recover any value. SHL's Existing Shareholders will benefit from the receipt of Shareholders New Swiber Shares, as the New Swiber Group (i) will carry significantly less debt as compared to the Group, and (ii) will continue to operate the business of providing engineering services as currently operated under the Group's offshore and engineering division and power and infrastructure business as currently operated under the Group's power and infrastructure division where the New Swiber Group will have the opportunity to diversify into the LNG-to-power sector.

In addition to the New Swiber Investment, Rawabi has also undertaken under the Investment Agreement to invest up to US\$190 million in Equatoriale Energy on such terms and subject to conditions to be discussed and agreed on and to be set out in such definitive agreements to be entered into in relation to such investment as may be appropriate.

Pursuant to an announcement by the Company on 17 May 2021, we also note that the Project Owner had on 14 May 2021, entered into a memorandum of understanding ("**MOU**") with the relevant Vietnam government authority, together with Rawabi and Thang Uy Energy Co., Ltd. (collectively, the "**Vietnam Project Partners**"), in relation to the Vietnam Project. As at the Latest Practicable Date, pursuant to the entry into the MOU, the Project Owner and the Vietnam Project Partners are candidates being considered by the relevant Vietnam government authority as potential investors to implement the Vietnam Project. On the same day, the Project Owner and the Vietnam Project Partners had also entered into a non-binding heads of terms agreement in relation to the terms and conditions for the formation of a consortium in relation to the development and operation of the LNG Power Plant Facility pursuant to the Vietnam Project.

6.9.2 **Approval of the Proposed Whitewash Resolution as a Condition Precedent**

Shareholders should note that the approval of the proposed Whitewash Resolution is a condition precedent to the completion of the New Swiber Investment. Accordingly, in the event that the proposed Whitewash Resolution is not approved by Shareholders, and is not waived in accordance with the Investment Agreement, the Proposed Transactions (including the Proposed Disposal) will not proceed.

6.9.3 **Absence of alternative fundraising or restructuring proposals**

The Judicial Managers have worked closely with the Group to source for potential investors but none of the potential investments has materialised to-date. We note from the announcements made by the Company, and the Judicial Managers have confirmed to us that the only other formal proposal received, in which definitive agreements had been entered into by the Company, since the appointment of the Judicial Managers was the proposed investment by Seaspan Corporation of up to US\$200 million, with an initial investment of US\$10 million in a new wholly-owned subsidiary to be incorporated by the Company, and a subsequent investment in the Project Owner following satisfaction of milestones (the "**Seaspan Transaction**").

With respect to the Seaspan Transaction, we note that the Company entered into a binding term sheet with Seaspan Corporation on 3 October 2018, followed by a definitive investment agreement on 29 March 2019, but the investment agreement was terminated on 1 January 2020, as certain conditions precedent for the completion of the transaction were not fulfilled or waived by the long-stop date agreed between the parties.

At the meeting of the creditors of SHL and SOC which was held on 23 February 2021, the Judicial Managers' statement of proposals to creditors dated 1 February 2021 in relation to SHL and SOC ("**Statement of Proposals**"), which included the implementation of a restructuring proposal in relation to the Proposed Transactions, was approved by a majority in number and value of the creditors of SHL and SOC present and voting at such meeting.

From our discussion with the Judicial Managers, we further note the following:

- (a) there is no certainty that new fundraising or restructuring proposals will be received by the Group in the event that the Proposed Transactions are terminated;

- (b) there is no certainty that further extension of the judicial management period of the Company will be granted by the Court;
- (c) in the event of the termination of the Proposed Transactions, liquidation of the Group would therefore be the most realistic scenario; and
- (d) in such liquidation scenario, it is unlikely for Shareholders to receive any distribution arising from the liquidation or recover any value from their Shares, as set out in section 1.7.3 of the Circular.

Considering the above, the Proposed Transactions represent the only viable option currently available to the Company which offers Shareholders some recovery of their investment in the Shares.

6.9.4 **No assurance that the New Swiber will be listed on any securities exchange in the future**

There will not be any transfer of the listing status of the Company to New Swiber. Accordingly, New Swiber will be an unlisted public company in Singapore on and following New Swiber Closing.

Shareholders should note that while Rawabi has committed under the Investment Agreement, subject to New Swiber Closing taking place and the Vietnam Project successfully generating sustainable revenues, to pursue an initial public offering of the shares in New Swiber for the purpose of and in connection with the admission of New Swiber to an appropriate securities exchange ("**Proposed IPO**"), on such terms and subject to such conditions, taking further into account the prevailing market conditions then and the advice of the issue manager and/or underwriters to be appointed for the purpose of the initial public offering, to be determined, there is no certainty or assurance that such Proposed IPO subsequent to the New Swiber Closing will occur or materialise.

6.9.5 **Implications of the approval of the Proposed Whitewash Resolution**

By voting in favour of the Whitewash Resolution, the Independent Shareholders will be waiving their rights to receive a general offer from Rawabi arising from the Investor Subscription Shares which Rawabi will receive as a result of the New Swiber Investment in connection with the Proposed Disposal at the highest price paid by the Rawabi Concert Party Group for the Shares and New Swiber Shares in the past six months preceding the Relevant Announcement Date.

The Proposed Disposal will result in Rawabi holding New Swiber Shares carrying over 49% of the voting rights of New Swiber, and Rawabi will be free to acquire further New Swiber Shares without incurring any obligation under Rule 14 of the Code to make a mandatory general offer for New Swiber.

7. **OUR OPINION**

In arriving at our opinion, we have considered the views and representations made by the Directors and the Judicial Managers, and reviewed and deliberated on the factors which we consider to be relevant and to have a significant bearing on our assessment of the proposed Whitewash Resolution. We have carefully considered factors which we deem essential and balanced them before reaching our opinion. Accordingly, it is important that our IFA Letter, in particular, all the considerations and information which we have taken into account, be read in its entirety.

Based on our analysis, and after having considered carefully the information available to us as at the Latest Practicable Date, and based on our analyses, we are of the opinion that the financial terms of the New Swiber Investment (being the subject of the proposed Whitewash Resolution) are, on balance, fair and reasonable, and accordingly, the proposed Whitewash Resolution is not prejudicial to the interests of the Independent Shareholders.

Accordingly, we advise the Independent Directors and the Judicial Managers to recommend the Independent Shareholders to vote in favour of the proposed Whitewash Resolution.

In arriving at our opinion, we have relied on, *inter alia*, relevant statements contained in the Circular, confirmations, advice and representations by the Directors and the Judicial Managers, and the Company's announcements in relation to the New Swiber Investment and the proposed Whitewash Resolution. We wish to emphasise that we have arrived at our opinion based on information made available to us prior to and including the Latest Practicable Date. We assume no responsibility to update, review or reaffirm our opinion in light of any subsequent development after the Latest Practicable Date.

We would like to highlight that we do not express any opinion on the rationale for, as well as the legal and commercial risks and/or merits (if any) of, the New Swiber Investment. Such remains the sole responsibility of the Directors. It is also not within our terms of reference to provide an opinion on the relative merits of the New Swiber Investment vis-à-vis any alternative transaction previously considered by the Company or transactions that the Company may consider in the future.

We have prepared this IFA Letter for the use by the Independent Directors and the Judicial Managers in connection with their consideration of the proposed Whitewash Resolution, but any recommendation made by the Independent Directors and the Judicial Managers in respect of the proposed Whitewash Resolution shall remain their sole responsibilities. Whilst a copy of this IFA Letter may be reproduced in the Circular, neither the Company, the Directors nor any other persons may reproduce, disseminate or quote this IFA Letter (or any part thereof) for the purposes (other than for the consideration of the proposed Whitewash Resolution) at any time and in any manner without the prior written consent of ZICO Capital.

This opinion is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours faithfully
For and on behalf of
ZICO Capital Pte. Ltd.

Alex Tan
Chief Executive Officer

Karen Soh-Tham
Managing Director

NOTICE OF EXTRAORDINARY GENERAL MEETING

SWIBER HOLDINGS LIMITED (JUDICIAL MANAGERS APPOINTED)

(Company Registration No. 200414721N)
(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

This Notice has been made available on SGXNET and the Company's website and may be accessed at the URL http://www.swiber.com/ir-IJM_JM_announcements.html. A printed copy of this Notice will NOT be despatched to members.

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the "**EGM**") of Swiber Holdings Limited (Judicial Managers Appointed) (the "**Company**") will be held by way of electronic means on 28 April 2022 at 10.00 a.m., for the purpose of considering and, if thought fit, passing with or without modifications, the following ordinary resolutions:

All capitalised terms used in this Notice of EGM which are not defined herein shall, unless the context otherwise requires, have the same meanings ascribed to them in the Company's circular to its shareholders dated 11 April 2022 (the "Circular").

RESOLUTION 1 : ORDINARY RESOLUTION

THE PROPOSED DISPOSAL OF PART OF THE COMPANY'S INTEREST IN NEW SWIBER PURSUANT TO THE SHARE TRANSFER IN CONJUNCTION WITH THE PROPOSED ISSUANCE BY NEW SWIBER OF THE INVESTOR SUBSCRIPTION SHARES, THE CREDITORS SHARES (OTHER THAN THE GROUP ALLOCATED CREDITORS SHARES), THE KEY MANAGEMENT AND PROFESSIONAL SHARES AND THE SHAREHOLDERS NEW SWIBER SHARES, IN CONNECTION WITH THE NEW SWIBER INVESTMENT

That:-

- (a) approval be and is hereby given for the disposal of part of the Company's interest in New Swiber pursuant to the Share Transfer, in conjunction with the proposed issuance of the Investor Subscription Shares, the Creditors Shares (other than the Group Allocated Creditors Shares), the Key Management and Professional Shares and the Shareholders New Swiber Shares, in connection with the New Swiber Investment ("**Proposed Disposal**") in the manner described in the Circular; and
- (b) the Judicial Managers or, following the expiry or the discharge of the Judicial Management Order, the Directors (as the case may be) and each of them be and are hereby authorised and empowered to complete and do all acts and things, including without limitation, entering into all such transactions, arrangements and agreements and executing all such documents, as they or any of them may in their or his absolute discretion consider necessary, desirable or expedient in connection with the Proposed Disposal and to give effect to this resolution.

RESOLUTION 2 : ORDINARY RESOLUTION

THE PROPOSED WHITEWASH RESOLUTION FOR THE WAIVER BY INDEPENDENT SHAREHOLDERS OF THEIR RIGHTS TO RECEIVE A MANDATORY GENERAL OFFER FROM RAWABI HOLDING COMPANY LIMITED AS A RESULT OF THE TRANSACTIONS CONTEMPLATED UNDER THE PROPOSED DISPOSAL

That the Shareholders of the Company (other than (a) the Rawabi Concert Party Group and (b) parties not independent of the Rawabi Concert Party Group) do hereby, on a poll taken, unconditionally and irrevocably waive their rights to receive a mandatory general offer from Rawabi under Rule 14 of the Singapore Code on Take-overs and Mergers arising from the Investor Subscription Shares which Rawabi will receive as a result of the New Swiber Investment in connection with the Proposed Disposal at the highest price paid by the Rawabi Concert Party Group for the Shares and New Swiber Shares in the past six months preceding the Relevant Announcement Date.

NOTICE OF EXTRAORDINARY GENERAL MEETING

Shareholders should note that Shareholders' approval of Resolution 1 (being the ordinary resolution relating to the Proposed Disposal) and Resolution 2 (being the Whitewash Resolution), is each a Condition Precedent to the completion of the New Swiber Investment under the Investment Agreement. As such, in the event that Resolution 1 (being the ordinary resolution relating to the Proposed Disposal) and/or Resolution 2 (being the Whitewash Resolution) are not approved by the Shareholders and such Condition(s) Precedent are not waived in accordance with the Investment Agreement, the Proposed Transactions, including the Proposed Disposal, will not proceed.

BY ORDER OF THE JUDICIAL MANAGERS

Bob Yap Cheng Ghee
Joint and Several Judicial Manager
11 April 2022

BY ORDER OF THE BOARD

Raymond Kim Goh
Chairman
11 April 2022

Notes:

1. The EGM will be held by way of electronic means pursuant to the COVID-19 Order and the Joint Statement by Accounting and Corporate Regulatory Authority, Monetary Authority of Singapore and Singapore Exchange Regulation in relation to Guidance on the Conduct of General Meetings Amid Evolving COVID-19 Situation issued on 1 October 2020 and updated on 4 February 2022. Printed copies of this Notice of EGM will not be sent to members. Instead, this Notice of EGM will be sent to members by electronic means via publication on the Company's website at the URL http://www.swiber.com/ir-IJM_JM_announcements.html and the SGXNET.

2. **As a precautionary measure due to the current COVID-19 situation in Singapore, Shareholders will not be able to attend the EGM in person.**

Alternative arrangements have been put in place to allow Shareholders to participate at the EGM by:

- (a) watching the EGM proceedings via "live" audio-and-video webcast or listening to the EGM proceedings via "live" audio feed;
- (b) submitting questions in advance of, or "live" at, the EGM and the Company addressing substantial and relevant questions in advance of, or "live" at, the EGM;
- (c) voting at the EGM (i) "live" by the Shareholders themselves or their duly appointed proxy(ies) (other than the Chairman of the EGM) via electronic means; or (ii) by appointing the Chairman of the EGM as proxy to vote on their behalf at the EGM.

Please refer to Section 13 of the Circular for further information, including the steps to be taken by Shareholders to participate at the EGM.

3. Shareholders who wish to exercise their voting rights at the EGM may:

- (a) (where such Shareholders are individuals) vote "live" via electronic means at the EGM or (whether such Shareholders are individuals or corporates) appoint a proxy(ies) (other than the Chairman of the EGM) to vote "live" via electronic means at the EGM on their behalf; or
- (b) (whether such Shareholders are individuals or corporates) appoint the Chairman of the EGM as their proxy to vote on their behalf at the EGM.

For the avoidance of doubt, CPF and SRS investors will not be able to appoint third party proxy(ies) (i.e., persons other than the Chairman of the EGM) to vote "live" at the EGM on their behalf.

NOTICE OF EXTRAORDINARY GENERAL MEETING

4. (a) A member who is not a relevant intermediary is entitled to appoint not more than two proxies. Where such member's instrument appointing a proxy(ies) appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the instrument.
- (b) A member who is a relevant intermediary is entitled to appoint more than two proxies, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's instrument appointing a proxy(ies) appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the instrument.

"Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act 1967.

5. A proxy need not be a member of the Company.

6. **The Proxy Form must be submitted to the Company in the following manner:**

- (a) if submitted by post, to Swiber Holdings Limited (Judicial Managers Appointed) c/o KPMG Services Pte. Ltd., 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581; or
- (b) if submitted electronically, be submitted via (i) email to sg-swiber@kpmg.com.sg, or (ii) the pre-registration website at the URL <https://conveneagm.sg/SHLEGM2022>,

in either case, by 10.00 a.m. on 26 April 2022, **being 48 hours before the time appointed for holding the EGM.**

A Shareholder who wishes to submit the Proxy Form must first download, complete and sign the Proxy Form, before submitting it by post to the address provided above, or before scanning and sending it by email to the email address provided above. **All Proxy Forms must be received by the Company by the time and date stated above to be treated as valid.**

Due to the current COVID-19 situation, Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email or the pre-registration website.

A Shareholder who wishes to appoint a proxy(ies) (other than the Chairman of the Meeting) to vote "live" via electronic means at the EGM on his/ her/ its behalf must, in addition to completing and submitting the Proxy Form, ensure that their proxy(ies) pre-register separately via the registration link that will be sent to the appointed proxy(ies) via email by the EGM service provider, AGM@Convene, upon verification of the Proxy Form(s).

7. The Proxy Form is not valid for use by Investors and shall be ineffective for all intents and purposes if used or purported to be used by them. A CPF Investor / SRS investor may:
- (a) vote "live" via electronic means at the EGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or
- (b) appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by 10.00 a.m on 19 April 2022, being 7 working days before the date of the EGM.
8. In the case of Shareholders of the Company whose Shares are entered against their names in the Depository Register, the Company may reject any Proxy Form lodged if such Shareholders are not shown to have Shares entered against their names in the Depository Register (as defined in Part IIIAA of the Securities and Futures Act 2001), as at 72 hours before the time appointed for holding the EGM as certified by The Central Depository (Pte) Limited to the Company.
9. Shareholders and Investors may submit questions related to the resolutions to be tabled for approval for the EGM in advance of, or "live" at, the EGM. All Shareholders and Investors may submit questions relating to the business of the EGM in advance of the EGM no later than 10.00 a.m. on 25 April 2022:
- (a) via the pre-registration website at the URL <https://conveneagm.sg/SHLEGM2022>;
- (b) by email to sg-swiber@kpmg.com.sg; or

NOTICE OF EXTRAORDINARY GENERAL MEETING

- (c) by post to Swiber Holdings Limited (Judicial Managers Appointed) c/o KPMG Services Pte. Ltd., 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581.

Shareholders and Investors submitting questions are required to state: (a) their full name; and (b) their identification/registration number, and (c) the manner in which his/her/its shares in the Company are held (e.g. via CDP, CPF, SRS and/or scrip), failing which the Company shall be entitled to regard the submission as invalid and not respond to the questions submitted.

All questions submitted in advance of the EGM must be received by the Company by the time and date stated above to be treated as valid.

Due to the current COVID-19 situation in Singapore, Shareholders and Investors are strongly encouraged to submit their questions via the pre-registration website or by email.

10. Shareholders and Investors (including where applicable, their appointed proxy(ies)) who have pre-registered and are verified to attend the EGM will be able to ask questions relating to the ordinary resolutions tabled for approval at the EGM "live" at the EGM, by typing in and submitting their questions through the "live" ask-a-question function via the audio-visual webcast platform during the EGM within a certain prescribed time limit.
11. The Company will endeavour to address all substantial and relevant questions relating to the resolutions to be tabled for approval at the EGM as received from Shareholders and Investors before the EGM on SGXNET and the Company's website at the URL http://www.swiber.com/ir-IJM_JM_announcements.html, or during the EGM. During the EGM itself, the Company address as many substantial and relevant questions (which are related to the resolutions to be tabled for approval at the EGM) which have not already been addressed prior to the EGM, as well as those received "live" at the EGM itself, as reasonably practicable. Where there are substantially similar questions, the Company will consolidate such questions; consequently, not all questions may be individually addressed.
12. All documents (including the Circular, Proxy Form and this Notice of EGM) or information relating to the business of the EGM have been, or will be, published on SGXNET and/or the Company's website at the URL http://www.swiber.com/ir-IJM_JM_announcements.html. **Printed copies of the documents will not be despatched to members.** Shareholders and Investors are advised to check SGXNET and/or the Company's website regularly for updates.

Personal data privacy:

By (a) submitting a Proxy Form appointing proxy(ies) or the Chairman of the EGM as proxy to attend, speak and vote at the EGM and/or any adjournment thereof; (b) pre-registering for the EGM in accordance with this Notice; and/or (c) submitting any question to the Chairman of the EGM in advance of the EGM in accordance with this Notice, a Shareholder of the Company:

- (a) consents to the collection, use and disclosure of the Shareholder's personal data by the Company (or its agents or service providers) for the purpose of the processing and administration by the Company (or its agents or service providers) of the appointment of the Chairman as proxy for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, proxy lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines (collectively, the "Purposes");
- (b) warrants that where the Shareholder discloses the personal data of the Shareholder's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the Shareholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes; and
- (c) agrees that the Shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Shareholder's breach of warranty.

PROXY FORM

SWIBER HOLDINGS LIMITED
(JUDICIAL MANAGERS APPOINTED)
(Company Registration No.: 200414721N)
(Incorporated in the Republic of Singapore)

IMPORTANT

1. The EGM will be held by way of electronic means pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020 and the Joint Statement by Accounting and Corporate Regulatory Authority, Monetary Authority of Singapore and Singapore Exchange Regulation in relation to Guidance on the Conduct of General Meetings Amid Evolving COVID-19 Situation issued on 1 October 2020 and updated on 4 February 2022. Printed copies of the Notice of EGM and this Proxy Form will not be sent to members. Instead, the Notice of EGM and this Proxy Form will be sent to members by electronic means via publication on the Company's website at the URL http://www.swiber.com/ir-IJM_JM_announcements.html and the SGXNET.
2. **As a precautionary measure due to the current COVID-19 situation in Singapore, Shareholders will not be able to attend the EGM in person.** Shareholders who wish to exercise their voting rights at the EGM may: (i) (where such Shareholders are individuals) vote "live" via electronic means at the EGM or (whether such Shareholders are individuals or corporates) appoint a proxy(ies) (other than the Chairman of the EGM) to vote "live" via electronic means at the EGM on their behalf; or (ii) (whether such Shareholders are individuals or corporates) appoint the Chairman of the EGM as their proxy to vote on their behalf at the EGM.
3. A member who wishes to appoint a proxy(ies) (other than the Chairman of the Meeting) to vote "live" via electronic means at the EGM on his/ her/ its behalf must, in addition to completing and submitting an instrument appointing a proxy(ies), ensure that their proxy(ies) pre-register separately via the registration link that will be sent to the appointed proxy(ies) via email by the EGM service provider, AGM@Convene, upon verification of the Proxy Form(s).
4. This Proxy Form is **not valid** for use by investors holding shares in the Company ("Shares") through relevant intermediaries (as defined in Section 181 of the Companies Act 1967) ("Investors") (including investors holding through Central Provident Fund ("CPF") and Supplementary Retirement Scheme ("SRS") ("CPF Investors / SRS Investors")) and shall be ineffective for all intents and purposes if used or purported to be used by them. An Investor who wishes to vote should instead approach his/her relevant intermediary as soon as possible to specify voting instructions. A CPF Investor / SRS investor who wishes to vote should approach his/her relevant intermediary (including his/her bank approved by CPF to be his/her agent bank (the "CPF Agent Bank") or the agent bank approved by CPF under the Supplementary Retirement Scheme (the "SRS Operator")) by 10.00a.m. on 19 April 2022, being 7 working days before the date of the EGM to submit his/her vote.
5. **Personal Data Privacy:** By submitting this Proxy Form, a Shareholder of the Company accepts and agrees to the personal data terms set out in the Notice of EGM dated 11 April 2022.
6. **Please read the notes overleaf which contain instructions on, *inter alia*, the appointment of proxy(ies) to attend, speak and vote on his/her/its behalf at the EGM.**

PROXY FORM

(Please see notes overleaf before completing this Form)

I/We*, _____ (Name) _____ (NRIC/Passport* No.)

of _____
(Address)

being a Shareholder/Shareholders* of Swiber Holdings Limited (Judicial Managers Appointed) (the "**Company**"), hereby appoint the person whose details are given below:

Name	Email Address	NRIC/Passport Number	Number of Shareholdings	Proportion of Shareholdings (%)

and/or*

PROXY FORM

Name	Email Address	NRIC/Passport Number	Number of Shareholdings	Proportion of Shareholdings (%)

and/or* the Chairman of the Extraordinary General Meeting (the "**EGM**") of the Company as my/our* proxy/proxies* to vote for me/us* on my/our* behalf, at the EGM of the Company to be held by way of electronic means on 28 April 2022 at 10.00 a.m. and at any adjournment thereof.

I/We* direct my/our* proxy/proxies* to vote for or against or abstain from voting on the Ordinary Resolutions to be proposed at the EGM as indicated hereunder with an "X" in the spaces provided hereunder. If no specific instructions as to voting are given, (aa) (in the case of the appointment of the Chairman of the EGM as proxy), such appointment of the Chairman will be treated as invalid; and (bb) (in the case of the appointment of anyone other than the Chairman of the EGM as proxy(ies)), the proxy(ies) will vote or abstain from voting at his/her/their discretion.

Voting on the Ordinary Resolutions will be conducted by poll.

Please indicate your vote "For", "Against" or "Abstain" with an "X" within the box provided if you wish to exercise all your votes. Alternatively, please indicate the number of votes as appropriate.

	For	Against	Abstain
Resolution 1 : Ordinary Resolution To approve the Proposed Disposal			
Resolution 2 : Ordinary Resolution To approve the Whitewash Resolution			

If you wish to exercise all your votes "For" or "Against" or abstain from voting on the Ordinary Resolutions, please indicate with a "✓" within the relevant box provided. Alternatively, please indicate the number of votes that your proxy is directed to vote "For" or "Against" or to abstain from voting. If no specific instructions as to voting are given, (aa) (in the case of the appointment of the Chairman of the EGM as proxy), such appointment of the Chairman will be treated as invalid; and (bb) (in the case of the appointment of anyone other than the Chairman of the EGM as proxy(ies)), the proxy(ies) will vote or abstain from voting at his/her/their discretion.

Total Number of Shares in:	Number of Shares
Depository Register	
Register of Members	

Dated this ____ day of ____ 2022

Signature(s) of Member(s) / Common Seal
of Corporate Shareholder

* To delete as appropriate

All capitalised terms used in this Proxy Form which are not defined herein shall, unless the context otherwise requires, have the same meanings ascribed to them in the Company's circular to its shareholders dated 11 April 2022.

Important: Please read the notes overleaf before completing this Proxy Form

PROXY FORM

Notes:

1. If the Shareholder has Shares entered against his/her/its name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act 2001), he/she/it should insert that number of Shares. If the Shareholder has Shares registered in his/her/its name in the Register of Members (maintained by or on behalf of the Company), he/she/it should insert that number of Shares. If the Shareholder has Shares entered against his/her/its name in the Depository Register and Shares registered in his/her/its name in the Register of Members, he/she/it should insert the aggregate number of Shares. If no number is inserted, the instrument appointing the Chairman of the EGM as proxy shall be deemed to relate to all the Shares held by the Shareholder.
2. A proxy need not be a Shareholder of the Company.
3. This Proxy Form may be accessed at the Company's website at the URL http://www.swiber.com/ir-IJM_JM_announcements.html and the SGXNET.
4. This Proxy Form is not valid for use by Investors and shall be ineffective for all intents and purposes if used or purported to be used by them. An Investor who wishes to vote should instead approach his/her relevant intermediary as soon as possible to specify his/her voting instructions. A CPF Investor / SRS Investor who wishes to vote should approach his/her relevant intermediary (including his/her CPF Agent Bank or SRS Operator) by 10.00 a.m. on 19 April 2022, being 7 working days before the date of the EGM to submit his/her voting instructions.
5. This Proxy Form must be submitted to the Company in the following manner:
 - (a) if submitted by post, to the Swiber Holdings Limited (Judicial Managers Appointed) c/o KPMG Services Pte. Ltd., 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581; or
 - (b) if submitted electronically, be submitted via email to sg-swiber@kpmg.com.sg, or (ii) the pre-registration website at the URL <https://conveneagm.sg/SHLEGM2022>,

in either case, by 10.00 a.m. on 26 April 2022 (being **not less than 48 hours before the time appointed for holding the EGM**). **All Proxy Forms must be received by the Company by the time and date stated above to be treated as valid.**

A Shareholder who wishes to submit the Proxy Form must first download, complete and sign the Proxy Form, before submitting it by post to the address provided above, or before scanning and sending it by email to the email address provided above.

Due to the current COVID-19 situation in Singapore, Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email or the pre-registration website.

6. The instrument appointing proxy(ies) must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing proxy(ies) is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney duly authorised.
7. Where an instrument appointing proxy(ies) is signed on behalf of the appointor by an attorney, the letter or power of attorney or a copy thereof (failing previous registration with the Company) must be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
8. The Company shall be entitled to reject an instrument of proxy which is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the form of proxy. In addition, in the case of Shareholders whose shares are entered in the Depository Register, the Company may reject an instrument of proxy lodged if such Shareholders are not shown to have Shares entered against their names in the Depository Register as at 72 hours before the time appointed for holding the EGM as certified by The Central Depository (Pte) Limited to the Company.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s), the Shareholder accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 11 April 2022.