

**20 November 2020**

**KRISENERGY LTD.**  
(Company Registration No. WK-231666)

And

**THE CREDITORS**  
(as defined herein)

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**SCHEME OF ARRANGEMENT**  
under Section 210 of the Companies Act (Cap. 50, 2006 Rev Ed)

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## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, unless the context otherwise requires, the word “person” shall include a corporation, words importing any gender shall include the other or neuter gender, the singular shall include the plural and *vice versa*, and the following words and phrases shall have the following meanings:

**"2022 Noteholder"** means:

- (a) in the case of a CDP Account Holder who holds a Book Entry Interest in the 2022 Notes and is a Relevant Intermediary:
    - (i) if such Book Entry Interest in the 2022 Notes is held in an omnibus account maintained with such Relevant Intermediary: any person listed in such omnibus account; or
    - (ii) if such Book Entry Interest in the 2022 Notes is held in sub-account(s) maintained with such Relevant Intermediary: the holder(s) of such sub-account(s); and
  - (b) in the case of a CDP Account Holder who holds a Book Entry Interest in the 2022 Notes and is not a Relevant Intermediary: that CDP Account Holder,
- and collectively **"2022 Noteholders"**.

**"2023 Noteholder"** means:

- (a) in the case of a CDP Account Holder who holds a Book Entry Interest in the 2023 Notes and is a Relevant Intermediary:
    - (i) if such Book Entry Interest in the 2023 Notes is held in an omnibus account maintained with such Relevant Intermediary: any person listed in such omnibus account; or
    - (ii) if such Book Entry Interest in the 2023 Notes is held in sub-account(s) maintained with such Relevant Intermediary: the holder(s) of such sub-account(s); and
  - (b) in the case of a CDP Account Holder who holds a Book Entry Interest in the 2023 Notes and is not a Relevant Intermediary: that CDP Account Holder,
- and collectively **"2023 Noteholders"**.

**"2022 Notes"** means the S\$130,000,000 senior unsecured notes due 2022 (ISIN: SG77J4000001).

**"2023 Notes"** means the S\$200,000,000 senior unsecured notes due 2023 (ISIN: SG77J3000002).

**"Adjudicated Claim Amount"** means, in relation to any Scheme Claim, the amount of the Scheme Claim as adjudicated by the Chairman in accordance with this Scheme, in each case as at the Ascertainment Date, with such claims to take into account a set off for any Mutual Claims.

**"Advisors"** means Drew & Napier LLC as legal advisors to the Company and Houlihan Lokey (Singapore) Private Limited as financial advisors / restructuring consultants to the Company.

**"Affiliates"** means, in relation to any person, its current and former direct and indirect subsidiaries, subsidiary undertakings, parent companies, holding companies, partners, equity

holders, members and managing members, affiliated partnerships and any of their respective Affiliates.

"**Arbitration**" means SIAC Arbitration No. 013 of 2019 (in the matter of an arbitration under the arbitration rules of the Singapore International Arbitration Centre between Jefferies International Limited and the Company).

"**Ascertainment Date**" means 16 October 2020.

"**Bilateral Agreement**" means the bilateral agreement between, amongst others, KrisEnergy (Asia) Ltd as the borrower and DBS as the lender in respect of the Revolving Credit Facility and as referred to in Clause 4.2(c) below.

"**Book Entry Interest**" means in relation to the Notes, a beneficial interest as principal in a Global Note Certificate held through accounts with and shown on records maintained by the CDP.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Singapore.

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

"**CDP Account Holder**" means a Depositor (which excludes a sub-account holder) who holds a Book Entry Interest in the Notes entered against his name in the CDP as at the Ascertainment Date.

"**Chairman**" means (i) the person nominated by the Company and appointed by the Court to serve as the chairman of the Court Meeting, or (ii) any other person appointed by the Court to serve as the chairman of the Court Meeting.

"**Claim**" means:

- (a) any claim of any person(s) against the Company arising out of or in connection with any agreement, transaction, act, omission, dealing or matter effected or entered into or occurring on or before the Ascertainment Date, whether the claim be actual, present, future or contingent or otherwise, whether liquidated or sounding only in damages, whether in contract or tort or howsoever arising, and includes but not limited to:
  - (i) a claim arising out of a guarantee given by the Company in relation to liabilities and obligations of any member of the KEL Group;
  - (ii) a contribution claim by a co-surety in respect of an indebtedness or liability secured by a guarantee (regardless of whether such claim has Crystallised prior, on or after the Ascertainment Date);
  - (iii) any claim by any assignee, trust beneficiary, sub-participant, insurer or any other person bearing any economic risk in relation to such claim;
  - (iv) all interest, default interest, costs, expenses, fees, commission, damages and any other amounts relating to that claim; and
- (b) the KEL Restructuring Group Creditor Claims as listed in Schedule 1 against the relevant member of the KEL Restructuring Group as listed in Schedule 1,

but excludes:

- (a) Excluded Claims;

- (b) DBS's claim against the Company under the Revolving Credit Facility;
- (c) the claims of the ZCN Holders against the Company for the Zero Coupon Notes; and
- (d) Intercompany Liability.

"**Companies Act**" means the Companies Act (Cap. 50, 2006 Rev Ed).

"**Company**" means KrisEnergy Ltd. (Company Registration No. WK-231666).

"**Consent Solicitation Exercise**" solicitation of consents from the ZCN Holders to, among others, approve, by way of extraordinary resolutions, the ZCN Exchange and amendments to the terms of the Zero Coupon Notes.

"**Court**" means the High Court of the Republic of Singapore and/or the Court of Appeal of the Republic of Singapore (as the case may be).

"**Court Meeting**" means the meeting of the Scheme Creditors to be summoned under Section 210(1) of the Companies Act for the purposes of considering and, if thought fit, approving with or without modification (which modification may be made prior to or at such meeting and any meetings called following an adjournment).

"**Creditor**" means any persons which claims to have a Claim against the Company or any KEL Restructuring Group Creditor.

"**Crystallise**" means, in relation to a Claim of a Scheme Creditor, the occurrence of any event where as a result thereof, the claim becomes a legally valid and binding debt then actually due.

"**DBS**" means DBS Bank Ltd.

"**Debt Conversion Shares**" means up to approximately 6,943,162,680 new Shares to be issued by the Company to the Scheme Creditors in connection with the Scheme, representing in aggregate approximately 46.2% of the Enlarged Share Capital upon completion of the Restructuring Exercise.

"**Depositor**" means a "depositor" under Section 81SF of the Securities and Futures Act (Cap. 289, 2006 Rev Ed).

"**Effective Date**" has the meaning given to it in Clause 4.1.

"**Enlarged Share Capital**" means the enlarged share capital of the Company upon completion of the Restructuring Exercise, being 15,028,490,650 Shares, assuming that the maximum number of Debt Conversion Shares are issued pursuant to the Scheme and excluding any Shares to be issued pursuant to the KrisEnergy Management Incentive Plan.

"**Excluded Claims**" are Claims of the Excluded Creditors as at the Ascertainment Date.

"**Excluded Creditors**" means the Creditors listed at Schedule 2.

"**Existing Facilities**" shall mean the credit/banking and other facilities granted by the Creditors to the Company or the KEL Group, pursuant to which liabilities remain outstanding as at the Ascertainment Date, whether or not such facilities have been terminated by the relevant Creditors.

"**Existing Facility Agreements**" shall mean each of the agreements, deeds, letters, and other documents entered into in relation to the Existing Facilities, or as designated as such by the relevant entity of the KEL Group and lender of the KEL Group.

**"Existing Guarantees"** shall mean each of (i) the guarantees, covenants to pay and similar obligations given by any other entity of the KEL Group in relation to the liabilities and obligations of the Company or (ii) liabilities and obligations of the KEL Group guaranteed by the Company.

**"Existing Security Documents"** shall mean each of the agreements, deeds, letters, and other documents relating to any Security provided by the Company or any third party in respect of the Existing Facilities and/or the terms and conditions in respect thereof.

**"Global Note Certificate"** means the Global Note Certificates that initially represents the Notes, subject to the addition of accrued interest which are registered in the name of the CDP.

**"Global Note Certificate (ZCN)"** means the global certificate that initially represents the Zero Coupon Notes in the principal amount of S\$139,464,848 which is registered in the name of the CDP.

**"Implementation Conditions"** has the meaning ascribed to it in Clause 4.2.

**"Intercompany Liability"** means any Claims which any member of the KEL Group has against the Company.

**"KEL Group"** shall mean the entities listed in Schedule 3.

**"KEL Restructuring Group"** shall mean the entities listed in Schedule 1.

**"KEL Restructuring Group Creditor"** means each of the Creditors listed in Schedule 1.

**"KEL Restructuring Group Creditor Claim"** means each of the Claims listed in Schedule 1.

**"KrisEnergy Management Incentive Plan"** means the remuneration incentive plan for certain members of the management of the Company, with such plan to include among other things, the issuance of Shares to the members of the management of the Company upon the fulfilment of certain milestones in connection with the Restructuring Exercise.

**"Mutual Claims"** means the debts and liabilities which each of the Company or a Scheme Creditor is or may become subject to each other as a result of any mutual credits, mutual debts or other mutual dealings between the Company and that Scheme Creditor (including but not limited to money standing to credit in a bank account), insofar as the Company and/or that Scheme Creditor are legally entitled to effect any set-off in respect thereof.

**"Noteholder"** means each of the 2022 Noteholders and 2023 Noteholders.

**"Notes"** means the 2022 Notes and the 2023 Notes.

**"Notes Transaction Documents"** means the trust deeds dated 11 January 2017 (as amended or supplemented from time to time) in respect of the 2022 Notes and the 2023 Notes and the agency agreements dated 11 January 2017 (as amended or supplemented from time to time) in respect of the 2022 Notes and the 2023 Notes.

**"Personal Data"** has the meaning given to it in the Personal Data Protection Act.

**"Personal Data Protection Act"** means the Personal Data Protection Act 2012 (No. 26 of 2012).

**"Personnel"** means in relation to any person, its current and former officers, partners, directors, employees, staff agents, counsel and other representatives.

**"Proof of Debt"** has the meaning given to it in Clause 9.1.

**"Proof of Debt Submission Deadline"** means by 6 p.m. on 4 December 2020.

**"Registrar"** means The Bank of New York Mellon, Singapore Branch (in its capacity as registrar for the Notes).

**"Relevant Exchange Rate"** means the rate of exchange made available by the Monetary Authority of Singapore (established under the Monetary Authority of Singapore Act (Cap. 186, 1999 Rev Ed)) at which an amount in any currency other than USD may be converted into an amount in USD, as at 4 January 2021.

**"Relevant Intermediary"** means a "relevant intermediary" as defined in Section 181(6) of the Companies Act.

**"Restructuring Effective Date"** means the date the Implementation Conditions are fulfilled.

**"Restructuring EGM"** means the extraordinary meeting to be held for shareholders to approve the issuance of new Shares in connection with the Restructuring Exercise.

**"Restructuring Exercise"** means the restructuring of the Company's liabilities by way of (i) the Scheme; (ii) the Consent Solicitation Exercise; and (iii) the Bilateral Agreement.

**"Revolving Credit Facility"** means the US\$200 million revolving credit facility provided by DBS as lender to KrisEnergy (Asia) Ltd as borrower.

**"Scheme"** means this scheme of arrangement.

**"Scheme Claim"** means a Claim of a Creditor which has been accepted by the Chairman in accordance with this Scheme.

**"Scheme Creditors"** shall mean persons with Scheme Claims.

**"Scheme Manager"** shall mean Luke Furler, care of AJCapital Advisory Pte Limited, or any other person or persons appointed by the Court or the Company to administer this Scheme.

**"Security"** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"SGXNet"** has the meaning given to it in the Mainboard Rules of the SGX-ST.

**"SGX-ST"** means the Singapore Exchange Securities Trading Limited.

**"Shares"** means the ordinary shares in the capital of the Company.

**"Specified Address"** means krisenergy@ajcapital.asia or 36 Armenian Street, #04-07, Singapore 179934 (Attention: Luke Furler / Zara Xue) or such other address as may be notified by the Company or the Chairman to the Scheme Creditors.

**"Trustee"** means The Bank of New York Mellon, Singapore Branch (in its capacity as trustee of the Notes).

**"USD"** means United States Dollars.

**"ZCN Exchange"** means the exchange of 45% of the aggregate principal amount of the Zero Coupon Notes (rounded down to the nearest whole number in respect of each ZCN Holder) for ZCN Exchange Shares pursuant to the Consent Solicitation Exercise.

"**ZCN Exchange Shares**" means approximately 6,582,478,905 new Shares to be issued by the Company to ZCN Holders pursuant to the ZCN Exchange under the Consent Solicitation Exercise, representing in aggregate approximately 43.8% of the Enlarged Share Capital.

"**ZCN Holders**" means holders of the Zero Coupon Notes.

"**Zero Coupon Notes**" means the \$139,464,848 in principal amount of senior secured zero coupon notes due 2024 (ISIN: SG31B6000003).

1.2 In this Scheme the headings are inserted for ease of reference only and shall be disregarded for the purposes of construction.

## 2. **SCHEME EFFECTIVENESS**

2.1 This Scheme provides for a compromise and an arrangement between the Company, the KEL Restructuring Group and all Creditors in respect of all Claims, including the full and final satisfaction, settlement, release and discharge of Claims owing by the Company and the KEL Restructuring Group to the Creditors (including accrued and unpaid interest in relation thereto (including default interest, if any)).

2.2 The terms of this Scheme shall become effective on the Effective Date and shall take effect in accordance with its terms.

2.3 The Company shall promptly notify the Scheme Creditors via an announcement made on SGXNet when the Effective Date has occurred.

2.4 The Company shall promptly notify the Scheme Creditors via an announcement made on SGXNet when the Restructuring Effective Date has occurred.

2.5 On and from the Effective Date, the Company shall use all reasonable endeavours to procure that the Implementation Conditions (to the extent that they have not been satisfied on the Effective Date) are satisfied as soon as reasonably practicable.

## 3. **AUTHORISATION TO EXECUTE ANY UNDERTAKING TO BE BOUND BY THE SCHEME**

3.1 On and from the Effective Date, in consideration of the rights provided to the Scheme Creditors under this Scheme and notwithstanding any term of any relevant document, each Scheme Creditor hereby appoints the Scheme Manager as his or her attorney and agent and irrevocably authorises, directs, instructs and empowers the Scheme Manager to:

(a) enter into, execute and deliver (whether as a deed or otherwise) for and on behalf of such Scheme Creditor any document contemplated by or ancillary to the Scheme to which the Scheme Creditor is a party provided that such execution and delivery (whether as a deed or otherwise) does not have an adverse effect on the rights of any of the Scheme Creditors under this Scheme;

(b) in respect of the Noteholders:

(i) attend, speak and vote at any meeting of the Noteholders to seek approval for any of the matters contemplated under this Scheme; and

(ii) take whatever action is necessary to ensure that the books and records of CDP are updated to reflect the terms of this Scheme, including without limitation to:

(A) instruct the CDP to debit the Notes from the securities account or securities sub-account in which the Notes are credited (or the CDP Account Holder, as applicable);



- (B) authorise the cancellation of the Notes; and
- (C) take or carry out any other step or procedure reasonably required to effect the settlement of this Scheme.

3.2 On and from the Restructuring Effective Date, the Noteholders irrevocably authorises and instructs the Company and/or the Scheme Manager to:

- (a) give all instructions as may be required to be given by it to the Trustee and/or Registrar to ensure that the Notes be cancelled and disposed of;
- (b) take all such action as may be required under the Notes Transaction Documents to effect the cancellation and full absolute discharge of the Notes, including the cancellation and disposal of the Notes; and
- (c) instruct the Trustee, Registrar and/or CDP Account Holder to take such action as is necessary or reasonably appropriate to give effect to the terms of the Scheme.

3.3 Any action taken by the Company and the Scheme Manager in accordance with this Scheme will not constitute a breach of the Existing Facility Agreements, Existing Security Documents, Existing Guarantees, the Notes Transaction Documents or any other agreements, deeds, letters, guarantees and other documents binding on the Company, any member of the KEL Group or its assets.

3.4 The authority and power granted and conferred on the Scheme Manager under this Clause 3 shall be treated, for all purposes whatsoever and without limitation, as having been granted and conferred by deed and the Scheme Manager shall be entitled to delegate the authority granted and conferred by Clause 3 to any duly authorised officer or agent of the Scheme Manager as necessary.

#### 4. **CONDITIONS PRECEDENT**

4.1 This Scheme shall become effective on the date on which all of the following events have occurred or on such earlier date as the Court may determine ("**Effective Date**"):

- (a) the approval of the Court being granted to this Scheme, with or without alterations or conditions, pursuant to Section 210 of the Companies Act; and
- (b) a copy of the order of the Court approving this Scheme being lodged with the Registrar of Companies in accordance with Section 210 of the Companies Act or on such earlier date as the Court may determine and as may be specified in the order of the Court sanctioning the Scheme.

4.2 The Implementation Conditions are as follows:

- (a) the approval (by way of extraordinary resolution) of the ZCN Holders being obtained for, among others, the ZCN Exchange pursuant to the Consent Solicitation Exercise, the entry of any necessary agreement(s) for the amendment of the terms and conditions of the Zero Coupon Notes and the fulfilment of any conditions for the effectiveness of the Consent Solicitation Exercise;
- (b) shareholder approval for the issuance of new Shares in connection with the Restructuring Exercise being obtained by way of an ordinary resolution via the Restructuring EGM;
- (c) the entry of a Bilateral Agreement among the Company, the relevant members of the KEL Group and DBS for the amendment and restatement of the Revolving Credit Facility and the fulfilment of any conditions precedent required for the effectiveness of these amendments to the Revolving Credit Facility; and

(d) the resumption of trading of the Company's Shares on the SGX-ST.

4.3 The implementation of each of the Scheme and the processes listed in Clause 4.2 are inter-conditional. The Scheme Manager shall, as soon as it is reasonably practicable, notify the Scheme Creditors in writing as to the date that all the Implementation Conditions have been met.

## 5. MORATORIUM

5.1 From the Effective Date, no Scheme Creditor shall take any steps or concur in the taking of any steps in connection with a Claim, whether directly or indirectly, to:

- (a) pass a resolution for the winding up of the Company or any member of the KEL Restructuring Group;
- (b) appoint a receiver or manager over any property or undertaking of the Company or any member of the KEL Restructuring Group;
- (c) commence or continue any proceedings against the Company or any member of the KEL Restructuring Group in Singapore or elsewhere (except for proceedings to enforce the terms of this Scheme);
- (d) commence, continue or levy any execution, distress or other legal process against the Company or any property of any member of the KEL Restructuring Group;
- (e) enforce any Security, or to repossess any goods held by the Company or any member of the KEL Restructuring Group under any chattels leasing agreement, hire-purchase agreement or retention of title agreement; or
- (f) enforce any right of re-entry or forfeiture under any lease in respect of any premises occupied by the Company or any member of the KEL Restructuring Group (including any enforcement pursuant to Section 18 or 18A of the Conveyancing and Law of Property Act (Cap. 61, 1994 Rev Ed)).

5.2 If the Scheme Creditor is within the jurisdiction of the Court, in addition to the moratorium set out in Clause 5.1 above, the Scheme Creditor shall also not take any steps or concur in the taking of any steps in connection with a Claim, whether directly or indirectly, to:

- (a) pass a resolution for the winding up of the Company or any member of the KEL Restructuring Group;
- (b) appoint a receiver or manager over any property or undertaking of the Company or any member of the KEL Restructuring Group;
- (c) commence or continue any proceedings against the Company or any member of the KEL Restructuring Group in Singapore or elsewhere (except for proceedings to enforce the terms of this Scheme);
- (d) commence, continue or levy any execution, distress or other legal process against the Company or any property of any member of the KEL Restructuring Group;
- (e) enforce any Security, or to repossess any goods held by the Company or any member of the KEL Restructuring Group under any chattels leasing agreement, hire-purchase agreement or retention of title agreement; or
- (f) enforce any right of re-entry or forfeiture under any lease in respect of any premises occupied by the Company or any member of the KEL Restructuring Group (including any enforcement pursuant to Section 18 or 18A of the Conveyancing and Law of Property Act (Cap. 61, 1994 Rev Ed)),

anywhere outside of Singapore.

## 6. RESTRUCTURING TERMS

- 6.1 The maximum aggregate number of Debt Conversion Shares which may be issued to Scheme Creditors will be approximately 6,943,162,680 Debt Conversion Shares, which represents in aggregate approximately 46.2% of the Enlarged Share Capital of the Company upon completion of the Restructuring Exercise. The Debt Conversion Shares will be issued and allotted to Scheme Creditors, rounded down to the nearest whole number, on a pro rata basis in accordance with the Scheme Claims of each Scheme Creditor.
- 6.2 The Debt Conversion Shares shall, on issue and allotment, be credited as fully paid-up Shares free from all encumbrances whatsoever and shall rank *pari passu* with all Shares (including the ZCN Exchange Shares) in all respects and carry all rights and advantages attached thereto as at the date of issue.
- 6.3 The Company or Scheme Manager shall not be required to distribute any Debt Conversion Shares to any of the Scheme Creditors until after the Restructuring Effective Date.
- 6.4 Each Scheme Creditor shall receive their Debt Conversion Shares entitlement within 5 Business Days:
- (a) after the Restructuring Effective Date; or
  - (b) after the Claim of the Scheme Creditor Crystallises,
- whichever is later.
- 6.5 There will only be one class of creditors for the purposes of considering and voting on the Scheme. The Company's only secured creditors are DBS and the ZCN Holders which will not be part of the Scheme.

## 7. SCHEME CREDITORS UNDERTAKINGS AND RELEASE

- 7.1 In consideration for his entitlements under this Scheme, each Scheme Creditor hereby gives the undertakings, releases and waivers in this Clause 7.
- 7.2 With effect on and from the Restructuring Effective Date:
- (a) each Scheme Creditors' rights against the Company and the KEL Restructuring Group in connection with any and all Claims shall be limited to and fully settled by the Debt Conversion Shares they would be entitled to under the terms of the Scheme;
  - (b) each Scheme Creditor shall be deemed to have irrevocably, fully, unconditionally and finally waived, released and discharged all its Claims against the Company and its Personnel and Affiliates or any other member of the KEL Restructuring Group and its Personnel and Affiliates and all guarantees, covenants to pay or similar obligations given by the Company in respect of which or in connection with which the Claims arose;
  - (c) each Scheme Creditor shall be deemed to have irrevocably, fully, unconditionally and finally waived, released and discharged each and every claim which it ever had, may have or hereafter can, shall or may have against the Company and its Personnel and Affiliates or any other member of the KEL Restructuring Group and its Personnel and Affiliates for any liability arising under or in connection with the Claims;
  - (d) each Scheme Creditor shall be deemed to have irrevocably, fully, unconditionally and finally waived, released and discharged each and every claim which it ever had, may have or hereafter can, shall or may have against:

- (i) the Company and its Personnel and Affiliates, or any other member of the KEL Restructuring Group and their respective Personnel and Affiliates; and
- (ii) the Advisors and their respective Personnel and Affiliates,

for any liability in respect of the preparation, negotiation, sanctioning or implementation of this Scheme and/or the Restructuring Exercise;

- (e) each Scheme Creditor (to the extent this paragraph is applicable) shall discontinue and terminate all proceedings commenced by it in Singapore or elsewhere against the Company or any member of the KEL Restructuring Group in connection with the Claims;
- (f) each Scheme Creditor (to the extent this paragraph is applicable) shall discontinue and terminate all proceedings commenced by it in Singapore or elsewhere against any assets (including vessels) of the Company or any member of the KEL Restructuring Group in connection with the Claims; and
- (g) all rights, funds or property owned by the Company or any member of the KEL Restructuring Group, seized, garnished, attached or held as Security in relation to the Claims of the Scheme Creditors, shall be irrevocably waived, discharged and released, and each Scheme Creditor (to the extent this paragraph is applicable) shall take all such action as may be required to give effect to such waiver, discharge and release.

## **8. MECHANICS OF DISTRIBUTION**

- 8.1 Save as provided for in Clause 8.3 in respect of the Noteholders, the Scheme Manager shall instruct CDP to credit such number of Shares, representing the relevant Shares to be distributed to the Scheme Creditors in accordance with Clause 6 to the securities account of that Scheme Creditor as determined at the Ascertainment Date.
- 8.2 Where the relevant Scheme Creditor does not have a valid securities account or securities sub-account with CDP, the Scheme Manager and/or Company shall not be obliged to make any distribution of the Shares as described at Clause 6 to such Scheme Creditor until the setting up of a valid securities account with CDP by such Scheme Creditor.
- 8.3 In respect of the Noteholders, the Scheme Manager will only instruct CDP to credit such number of Shares, representing the relevant Shares to be distributed to the CDP Account Holder in accordance with Clause 6 to the securities account of that CDP Account Holder as determined at the Ascertainment Date. If the CDP Account Holder is a Relevant Intermediary, the Relevant Intermediary should distribute the relevant Shares to each Noteholder which holds their Notes through them.

## **9. PROOFS OF DEBT**

- 9.1 All Creditors must provide the Chairman with a duly completed Proof of Debt in respect of their Claims, unless:
  - (a) such requirement is waived by the Chairman;
  - (b) such requirement is waived by the Court; or
  - (c) a Proof of Debt is filed on the person's behalf by the Chairman or the Company.
- 9.2 The Chairman will, on behalf of each Noteholder, file a Proof of Debt based on the holdings in the records with CDP on the Ascertainment Date.
- 9.3 Each Creditor shall submit to the Chairman a Proof of Debt in respect of:

- (a) its Claims against the Company as at the Ascertainment Date;
  - (b) any Security in relation to those Claims provided by the Company (if any); and
  - (c) any claim(s) by the Company against that Creditor.
- 9.4 Each Proof of Debt shall be in the form set out in **Annex A** annexed hereto and shall be submitted at the Specified Address on or before the Proof of Debt Submission Deadline.
- 9.5 The Chairman will adjudicate all Proofs of Debt duly submitted by Creditors to determine whether any Claim against the Company should be accepted as a Scheme Claim for the purposes of this Scheme, and if so, the relevant Adjudicated Claim Amount in respect of that Scheme Claim. The Chairman's decision will be final, binding and determinative of any Claim save for any rights any party may have under the Insolvency, Restructuring and Dissolution Act 2018.
- 9.6 For the purposes of voting at the Court Meeting, each Scheme Creditor shall vote to the extent of its aggregate Adjudicated Claim Amount less any amount waived or recovered by that Scheme Creditor in respect of its Scheme Claims between the Ascertainment Date and the date of the Court Meeting.
- 9.7 Save as provided for in Clauses 9.1 and 9.2 above, whether or not a Creditor is attending the Court Meeting, a valid Proof of Debt must be received by the Chairman at the Specified Address no later than the Proof of Debt Submission Deadline. **Any Claim of any Creditor against the Company or the KEL Restructuring Group that is not stated or submitted in a Proof of Debt in accordance with this Scheme on or before the Proof of Debt Submission Deadline shall be forever waived, released, discharged and extinguished, and the Creditor shall not have any rights, interests and claims against the Company and the KEL Restructuring Group in respect of such Claim**, save as the Chairman may otherwise permit at his or her absolute discretion (including the discretion to accept that Claim as a Scheme Claim and determine its Adjudicated Claim Amount based on the amount stated to be owing to that Creditor in the books and records of the Company).
- 9.8 Where any Scheme Claim is denominated in a currency other than USD, the amount will be converted to USD at the Relevant Exchange Rate for the purposes of determining the Adjudicated Claim Amount as the case may be.
- 9.9 Any Creditor who disputes the adjudication of any Claim or the amount of any Claim in its and/or another Creditor's Proof of Debt or the results of the adjudication of any Proof of Debt by the Chairman may appoint an independent assessor in accordance with the procedure set out in the Insolvency, Restructuring and Dissolution (Proofs of Debt in Schemes of Arrangement) Regulations 2020 as varied by the Order of Court dated 16 November 2020 made in HC/SUM 4526/2020.
- 9.10 No assignment, sale or transfer of any interest in any Claim after the Ascertainment Date shall be recognised by the Company or the Chairman for the purposes of determining entitlement to attend and vote at the Court meeting.
- 9.11 Any debts of contingent creditors which are admitted are for the sole purpose of calculating the votes for the Scheme and should not be taken as an admission by the Company of any liability which has not yet Crystallised, under an ongoing proceeding (including the Arbitration) or otherwise.
10. **SCHEME MANAGER**
- 10.1 Subject to Clause 10.6, the Scheme Manager shall oversee the Company's implementation of this Scheme and shall have the power to do all such things as they may consider necessary or desirable towards that end, including the power to:

- (a) appoint agents to carry out or assist in exercising any powers or duties of the Scheme Manager;
  - (b) delegate the exercise of any powers or duties of the Scheme Manager to suitably qualified persons; and
  - (c) engage professional advisors including accountants and solicitors, whether practising in Singapore or elsewhere.
- 10.2 The Company shall pay to each Scheme Manager his or her professional fees and disbursements and shall indemnify each Scheme Manager against all losses suffered by him or her in connection with the performance of his or her powers and duties under this Scheme except where such losses have arisen out of the gross negligence, fraud or wilful default of the Scheme Manager.
- 10.3 A Scheme Manager may resign at any time if he or she gives at least 30 days' prior written notice to the Company. If, before the fulfilment by the Company of its obligations under Clauses 6 and 8, the Scheme Manager resigns and no new Scheme Manager is appointed in place of the resigning Scheme Manager(s), then the Chairman (from time to time) of the Company shall be deemed appointed as an interim Scheme Manager until such time that a new Scheme Manager is appointed.
- 10.4 If at any time more than one person holds appointment as Scheme Manager, the powers and duties conferred on the Scheme Manager may be exercised or performed by any one of them.
- 10.5 Nothing in this Scheme shall be construed as creating any obligation on the part of any Scheme Manager to act as agent for or on behalf of any Scheme Creditor.
- 10.6 Upon the fulfilment by the Company of its obligations under Clauses 6 and 8, the appointment of the Scheme Manager shall be terminated.

## 11. **TERMINATION OF THE SCHEME**

If:

- (a) the approvals under Clauses 4.2(a) and 4.2(b) are not obtained;
- (b) the entry of the Bilateral Agreement under Clause 4.2(c) does not occur or the conditions precedent required for the effectiveness of the Bilateral Agreement are not met; or
- (c) the SGX-ST rejects the Company's application for a resumption of trading under Clause 4.2(d),

such that any of the Implementation Conditions are not fulfilled, this Scheme will not become effective. If any of the Implementation Conditions are not met, this Scheme shall terminate and the terms of and the obligations of the parties under or pursuant to this Scheme shall lapse and all the compromises and arrangements provided by this Scheme and any releases granted pursuant to this Scheme shall be of no effect and shall be construed as if it had never become effective, and the rights and obligations of the Creditors shall not be affected and shall be reinstated and remain in full force and effect.

## 12. **MODIFICATION OF THE SCHEME**

- 12.1 The Company may, prior to calling the Court Meeting, delete, modify, amend or add to the terms of the Scheme which the Company, may think fit or appropriate for the implementation of the Restructuring Exercise.

12.2 Each of the Creditors hereby agree that the Company may, at any Court hearing to sanction this Scheme, consent on behalf of itself and all Creditors and anyone else concerned to any modification of, or addition to, this Scheme or any terms or conditions which, in each case, the Court may think fit to approve or impose which is necessary for the implementation of the Restructuring Exercise, provided that such modification, addition, term or condition does not have an adverse effect on the rights of the Creditors, or any of them, under this Scheme.

**13. COMPLETION OF THE SCHEME**

13.1 The implementation and operation of this Scheme shall be deemed to be completed when the duties and responsibilities of the Scheme Manager ceases in the manner set out in Clause 10.6.

**14. NOTICES**

14.1 Subject to Clause 14.4, any notice or other communication given to a party under or in connection with this Scheme shall be in writing in the English language and shall be sent to the party at the address, fax number or email address specified in Clause 14.2.

14.2 The addresses, fax numbers and email addresses for service of notices and other communications under this Scheme are as follows:

(a) in the case of notices and communications to be given to the Company:

Mailing address:	83 Clemenceau Avenue, #10-05 UE Square, Singapore 239920
Fax number:	+65 6538 3622
Email address:	krisenergy@ajcapital.asia

(b) in the case of notices and communications to be given to the Scheme Manager:

Mailing address:	36 Armenian Street, #04-07, Singapore 179934
Fax number:	+65 6950 8532
Email address:	krisenergy@ajcapital.asia

(c) in the case of notices and communications to be given to any Scheme Creditor, such mailing address, fax number and email address as stated by the Scheme Creditor in its Proof of Debt.

14.3 A party may change its details given in Clause 14.2 by giving notice to any other party, the change taking effect for the party notified of the change at 9 a.m. on the later of (a) the date, if any, specified in the notice as the effective date for the change; or (b) the date five Business Days after deemed receipt of the notice.

14.4 Notwithstanding anything in this Clause 14, the Company may give any notice or communication to any Creditor under or in connection with this Scheme by issuing an announcement by the Company on SGXNet, in which case such notice or communication shall be deemed to have been sufficiently given notwithstanding any failure by any Creditor to receive or see such announcement.

**15. THIRD PARTY RIGHTS**

15.1 Any member of the KEL Restructuring Group shall have the right to enforce or enjoy the benefit of the terms of this Scheme.

**16. PERSONAL DATA PROTECTION ACT**

16.1 Each Creditor represents, warrants and undertakes to the Company, the Scheme Manager and the Chairman that any Personal Data of any person provided under or in connection with this Scheme has been obtained with such person's consent and hereby consents on behalf of such person to the collection, use and disclosure of his Personal Data by the Company, the Scheme Manager and the Chairman and any of their respective officers, in accordance with the provisions of the Personal Data Protection Act.

16.2 Any consent given under this Scheme in relation to Personal Data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Scheme.

**17. COSTS AND EXPENSES**

17.1 Each Creditor shall bear its own costs and expenses in connection with the negotiation, preparation and execution of this Scheme.

**18. CONFLICT AND INCONSISTENCY**

18.1 For the avoidance of doubt, from the Effective Date, where there is any conflict or inconsistency between:

(a) a provision of the Existing Facility Agreements, Existing Security Documents, Existing Guarantees, the Notes Transaction Documents or any other agreements, deeds, letters, guarantees and other documents relating to the Existing Facilities and/or the terms and conditions in respect thereof; and/or

(b) any provision of this Scheme,

such provision of this Scheme shall prevail.

**19. SEVERABILITY**

19.1 If any provision in this Scheme shall be held to be invalid, illegal or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification as and only to the extent necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intentions of the Company.

19.2 To the extent it is not possible to delete or modify the provision in whole or in part, under Clause 19.1 then such provision or part of it shall, to the extent that it is invalid, illegal or enforceable, be deemed not to form part of this Scheme and the validity, legality and enforceability of the remainder of this Scheme shall not be affected.

**20. GOVERNING LAW AND JURISDICTION**

20.1 The operative terms of this Scheme and any non-contractual obligations arising out of or in connection with this Scheme shall be governed by and construed in accordance with the laws of Singapore.

20.2 The Creditors and the Company hereby agree that the courts of Singapore, including the Court shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which arises out of or in connection with the terms of this Scheme or its implementation or out of any action taken or omitted to be taken under this Scheme or in



connection with the administration of this Scheme and for such purposes the Creditors and the Company irrevocably submit to the jurisdiction of the courts of Singapore, including the Court.

**SCHEDULE 1 – THE KEL RESTRUCTURING GROUP AND RELEVANT CLAIMS**

<b>KEL Restructuring Group Creditor</b>	<b>KEL Restructuring Group</b>	<b>Basis of the KEL Restructuring Creditor Claim (if it arises)</b>
Nora Limited	KrisEnergy Marine B.V.	Contract between KrisEnergy Marine B.V. and Nora Limited dated 19 May 2015 in relation to the bareboat charter of a mobile production package (comprising the mobile offshore production unit, catenary anchor leg mooring buoy and Manuli hoses) by KrisEnergy Marine B.V. for use in Block G10/48. The Company guaranteed the amounts payable under this contract by way of a guarantee dated 22 May 2015.
Rubicon Vantage International Pte. Ltd.	KrisEnergy (Gulf of Thailand) Ltd	Contract between KrisEnergy (Gulf of Thailand) Ltd and Rubicon Vantage International Pte. Ltd. dated 13 October 2014 in relation to the bareboat charter of a floating storage and offloading facility by KrisEnergy (Gulf of Thailand) Ltd for use in Block G10/48. The Company guaranteed the amounts payable under this contract by way of a guarantee dated 13 October 2014.
Maritime International Services Pte. Ltd.	KrisEnergy (Gulf of Thailand) Ltd	Contract between KrisEnergy (Gulf of Thailand) Ltd and Maritime International Services Pte. Ltd. dated 13 October 2014 in relation to the operation and maintenance of a floating storage and offloading facility for use in Block G10/48. The Company guaranteed the amounts payable under this contract by way of a guarantee dated 13 October 2014.
Premier Oil Overseas B.V.	KrisEnergy Asia Holdings B.V.	Contract between KrisEnergy Asia Holdings B.V. and Premier Oil Overseas B.V. dated 30 June 2014 in relation to the acquisition of KrisEnergy (Block A Aceh) B.V. (the “ <b>Sale and Purchase Agreement</b> ”) and a corresponding agreement for drilling inventory (the “ <b>Drilling Inventory Agreement</b> ”), under which, KrisEnergy Asia Holdings B.V. is obliged to reimburse Premier Oil Overseas B.V. for the agreed value of any drilling inventory used by KrisEnergy (Block A Aceh) B.V. for Block A Aceh.
Premier Oil plc	KrisEnergy (Block A Aceh) B.V.	The Sale and Purchase Agreement in relation to the acquisition of KrisEnergy (Block A Aceh) B.V. and the corresponding obligation to indemnify Premier Oil Overseas B.V. and Premier Oil plc against any liability arising from the original guarantee given by Premier Oil plc in favour of ExxonMobil Block A Investments Limited in connection with KrisEnergy (Block A Aceh) B.V.’s obligation to make payment of a portion of any production revenue payment which becomes due. The Company guaranteed the amounts payable pursuant to the Sale and Purchase Agreement by way of a guarantee dated 7 January 2015.

## SCHEDULE 2 – EXCLUDED CREDITORS

No.	Creditor	Reason for not being schemed
1.	Adept Enterprise Solutions Pte Ltd	Critical for the Company's and the KEL Group's finance system support
2.	AJCapital Advisory Pte Limited	The Company's proposed Chairman for the Court Meeting and Scheme Manager for the Scheme. Critical to ensure that the Scheme and Restructuring Exercise is carried out smoothly
3.	Allen & Overy LLP Singapore	Keppel Corp's advisors for the Restructuring Exercise which need to be kept current to ensure that the Restructuring Exercise continues smoothly
4.	Allen & Overy Hong Kong	Keppel Corp's advisors for the Restructuring Exercise which need to be kept current to ensure that the Restructuring Exercise continues smoothly
5.	BS Optima Asia Sdn Bhd	Critical for the Company's and the KEL Group's finance system support
6.	DBS Bank Ltd	Registrar, issuing and paying agent and transfer agent for the Zero Coupon Notes which need to be kept current to ensure that the Consent Solicitation Exercise continues smoothly
7.	DBS Trustee Ltd	Trustee for the Zero Coupon Notes which need to be kept current to ensure that the Consent Solicitation Exercise continues smoothly
8.	Deloitte & Touche LLP	Critical for the KEL Group's audit function
9.	Drew & Napier LLC	The Company's Singapore legal advisor for the Restructuring Exercise which need to be kept current to ensure that the Restructuring Exercise continues smoothly
10.	Houlihan Lokey (Singapore) Private Limited	The Company's financial advisor / restructuring consultant for the Restructuring Exercise which need to be kept current to ensure that the Restructuring Exercise continues smoothly
11.	Herbert Smith Freehills LLP	DBS' advisors for the Restructuring Exercise which need to be kept current to ensure that the Restructuring Exercise continues smoothly
12.	Intertrust Hong Kong Limited	Crucial for the provision of ongoing corporate secretarial service for Cayman-incorporated entities of the KEL Group including the Company
13.	Intertrust Singapore Corporate Services Pte Ltd	Crucial for the provision of ongoing corporate secretarial service for Singapore-incorporated entities of the KEL Group as well as the provider of corporate secretarial services to the Company for any requirements under the listing manual rules
14.	Intertrust Corporate Services (BVI) Limited	Crucial for the provision of ongoing corporate secretarial service for BVI-incorporated entities of the KEL Group
15.	Intrado DM Singapore Pte Ltd	Phone conferencing services for the Company which is crucial for the Company's operations

No.	Creditor	Reason for not being schemed
16.	KPMG Services Pte Ltd	Critical for the provision of tax advice to the Company and the KEL Group
17.	Kepinvest	Drawdowns on the New CBA Facility is crucial for the development of CBA Mini Phase 1A and including them as Scheme Creditor will trigger an event of default under the New CBA Facility
18.	Keppel Shipyard Ltd	The Company has guaranteed amounts to be paid for the refurbishment of the barge through a deferred payment arrangement. It is critical to keep Keppel Shipyard Ltd current on this deferred payment arrangement as the barge is being used in the development of CBA Mini Phase 1A
19.	Loyens and Loeff N V	Critical for the provision of tax advice in the Netherlands to the Company and the KEL Group
20.	Madison Pacific Trust Limited	Ongoing security agent services for the Company in relation to the Revolving Credit Facility, the Zero Coupon Notes and the New CBA Facility and needs to be kept current to ensure that the Restructuring Exercise continues smoothly
21.	Marsh (Singapore) Pte Ltd	Critical for the maintenance of insurance coverage of the directors and officers of the Company and the KEL Group
22.	Marsh Ltd	Critical for the maintenance of insurance coverage of the Company and the KEL Group
23.	Miss Group Limited	Critical to host the Company's website
24.	M&C Services Private Limited	Important to be kept current as they provide ongoing services as share transfer agent and warrant agent for the Company
25.	Paul Hannon / Flip Communications	Critical to provide technical support for the Company's website
26.	Pervasent Software Inc	Ongoing services to host board papers for the Company
27.	The Central Depository (Pte) Limited	Essential regulatory body and critical for the Company's continued listing on the SGX-ST
28.	Securities Investors Association (Singapore)	Critical for outreach to the Company's stakeholders
29.	Video Technologies Pte Ltd	Essential for virtual investor communication for the Company
30.	Walkers (Singapore) Limited Liability Partnerships	The Company's BVI legal advisor for the Restructuring Exercise and ongoing winding up proceedings. Important to be kept current to ensure the Restructuring Exercise continues smoothly and the Company is not wound up.
31.	Watson Farley & Williams	The Company's legal advisor for an ongoing litigation and arbitration. Important to be kept current to ensure the Restructuring Exercise continues smoothly.

No.	Creditor	Reason for not being schemed
32.	WongPartnership LLP	Keppel Corp's advisors for the Restructuring Exercise. Important to be kept current to ensure the Restructuring Exercise continues smoothly.
33.	The Company's employees	Crucial for the continued operations of the Company
34.	The Company's directors	Crucial for the continued operations of the Company

### SCHEDULE 3 – THE KEL GROUP

No.	Member of KEL Group	Country of incorporation
1.	KrisEnergy Holding Company Ltd	British Virgin Island
2.	KrisEnergy Management Ltd	British Virgin Island
3.	KrisEnergy (Asia) Ltd	British Virgin Island
4.	KrisEnergy Netherlands Holdings Pte Ltd	Singapore
5.	KrisEnergy Pte Ltd	Singapore
6.	KrisEnergy (Management Services) Ltd	British Virgin Island
7.	KrisEnergy Marine Pte Ltd	Singapore
8.	SJ Production Barge Ltd	British Virgin Island
9.	KrisEnergy Asia Holdings BV	Netherlands
10.	KrisEnergy Asia Cooperatief UA	Netherlands
11.	KrisEnergy (Block A Aceh) BV	Netherlands
12.	KrisEnergy (Ampuh) BV	Netherlands
13.	KrisEnergy (Sakti) BV	Netherlands
14.	KrisEnergy (Bala-Balakang) BV	Netherlands
15.	KrisEnergy Glagah Kambuna BV	Netherlands
16.	KrisEnergy (Andaman II) BV	Netherlands
17.	KrisEnergy (Satria) Ltd	British Virgin Island
18.	KrisEnergy (Kutai) BV	Netherlands
19.	KrisEnergy (Kutei) BV	Netherlands
20.	KrisEnergy (Udan Emas) BV	Netherlands
21.	KrisEnergy Marine BV	Netherlands
22.	KrisEnergy (Nemo) BV	Netherlands
23.	KrisEnergy (Andaman Timur) BV	Netherlands
24.	KrisEnergy East Seruway BV	Netherlands
25.	KrisEnergy (East Muriah) Ltd	British Virgin Island
26.	KrisEnergy (Andaman II) Ltd	British Virgin Island
27.	KrisEnergy (Vietnam 115) Ltd	British Virgin Island

<b>No.</b>	<b>Member of KEL Group</b>	<b>Country of incorporation</b>
28.	KrisEnergy (Song Hong 105) Ltd	British Virgin Island
29.	KrisEnergy (Phu Khanh 120) Ltd	British Virgin Island
30.	KrisEnergy (Apsara) Ltd	Bermuda
31.	KrisEnergy (Cambodia) Holding Ltd	British Virgin Island
32.	KrisEnergy (Cambodia) Ltd	Cambodia
33.	KrisEnergy (Apsara) Company Limited	Cambodia
34.	KrisEnergy (Apsara) Holding Ltd	British Virgin Island
35.	KrisEnergy (Bangladesh SS-11) Ltd	British Virgin Island
36.	KrisEnergy Bangladesh Ltd	Jersey
37.	B Block Ltd	British Virgin Island
38.	KrisEnergy International (Thailand) Holdings Ltd	British Virgin Island
39.	KrisEnergy (Gulf of Thailand) Ltd	Cayman
40.	KrisEnergy G10 (Thailand) Ltd	Thailand
41.	KrisEnergy Oil & Gas (Thailand) Ltd	Thailand
42.	KrisEnergy Resources (Thailand) Ltd	Thailand

## ANNEX A – PROOF OF DEBT FORM

### PROOF OF DEBT

Save as otherwise defined, all capitalised terms shall bear the same meaning as set out in the scheme of arrangement dated 20 November 2020 proposed by KrisEnergy Ltd to the Creditors.

I, [name] \_\_\_\_\_, of  
[company/firm where applicable] \_\_\_\_\_ of  
[address] \_\_\_\_\_

NRIC/Passport No. \_\_\_\_\_, declare that to the best of my knowledge and belief, the matters set out in this Proof of Debt form are correct and true:

1. **KrisEnergy Ltd** (the “**Company**”) is, as at the Ascertainment Date of 16 October 2020 indebted to \_\_\_\_\_ [name of creditor], (the “**Creditor**”) in the amount of \_\_\_\_\_ for the following Claim(s) (as defined in the Scheme), the particulars of which are set out in Annexure I to this Proof of Debt.<sup>1</sup>
2. Particulars of the Creditor are as follows<sup>2</sup>  

Name of Creditor	:
IC/Passport no./Company/Business registration no.:	
Postal address	:
Contact no.	:
Fax no.	:
E-mail address	:
Creditor’s reference no.	:
3. Neither the Creditor, nor any person by the order and for the use of the Creditor, has to my knowledge and belief received any manner of satisfaction or security for the account or any part of the amount referred to in Paragraph 1 above, save and except for such Security set out in Annexure II to this Proof of Debt.<sup>3</sup>
4. [If applicable] The Company has a Claim (as defined in the Scheme) against the Creditor in the amount of \_\_\_\_\_, the particulars of which are set out in Annexure III to this Proof of Debt.<sup>4</sup>
5. I am \_\_\_\_\_ [please state relationship to the creditor] of the abovenamed Creditor and I am duly authorised by that Creditor to make this Proof of Debt, that is within my own knowledge that the debt declared to in this Proof of Debt was incurred for the amount stated, and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.
6. I am duly authorised to make this proof of debt on behalf of the Creditor.<sup>5</sup>

\_\_\_\_\_  
**Name:**  
**Designation:**  
**Company Stamp (if applicable):**

**Please note that there could be penalties for submitting a false proof of debt**



**Notes:**

1. Copies of all documents evidencing the claim must be attached. The onus is upon the Creditor to prove the debt. If your Claim arises out of a guarantee or indemnity provided by the Company, copies of all documents evidencing the guarantee or indemnity should be attached.
2. The Creditor that submits this Proof of Debt represents, warrants and undertakes to the Company, the Scheme Manager(s) and the Chairman that any personal data of any individual provided has been obtained with such individual's consent and hereby consents on behalf of such individual to the collection, use and disclosure of his personal data by the Company, the Scheme Manager(s) and the Chairman (and any of their respective officers), in each case, in accordance with the provisions of the Singapore Personal Data Protection Act 2012 (No. 26 of 2012). Any consent given hereunder in relation to personal data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of the Scheme. For the purposes hereunder, "personal data" has the meaning ascribed to it in the Singapore Personal Data Protection Act 2012 (No. 26 of 2012).
3. Copies of all documents evidencing the creation of the Security should be attached.
4. Copies of all documents evidencing the Claim by the Company against the Creditor should be attached.
5. Copies of all documents evidencing authority should be attached.

**Annexure I to the Proof of Debt**

**Particulars of the Claims referred to in the Proof of Debt**

Date of transaction	Details of Claim <sup>1</sup> Principal amount of the Claim as at Ascertainment Date (in the currency of the Claim) <sup>1</sup>  (A)	Interest accruing up to the Ascertainment Date (in the currency of the Claim) <sup>2</sup>  (B)	Total amount of Claim as at Ascertainment Date (in the currency of the Claim)  (A)+(B)	Identity of primary debtor (applicable where Claim arises from a guarantee, indemnity, or other similar obligation)	Reference to supporting documents <sup>3</sup>	Applicable interest rate under existing facility agreement	Remarks

**IMPORTANT: PLEASE READ THE NOTES ON THE NEXT PAGE CAREFULLY BEFORE COMPLETING THIS APPENDIX.**

**Notes:**

- 1 Examples:
  - Goods supplied
  - Wages and salaries
  - Income Tax
  - CPF
  - Services rendered
  - Personal loan
  - Property Tax
  - GST
  - Overdraft facilities
  - Bank facilities (please identify each discrete facility separately)
  
- 2 Please provide the following information in relation to the stated interest amount on a separate page:
  - basis / formula of computation of interest amount (include detailed method of calculation);
  - the applicable interest rate (where the applicable interest rate has several components, please provide the breakdown of the various components of the applicable interest rate (i.e. cost of funds, margin) and the relevant rate in respect of each component);
  - the portion of the principal amount to which the applicable interest rate applies;
  - the relevant period over which the applicable interest rate was applied; and
  - description of all documents evidencing the computation of interest payable in respect of the applicable interest rate (with copies of the same annexed).
  
- 3 Such supporting documents shall be annexed to this Proof of Debt.

**Annexure II to the Proof of Debt**

**Particulars of any Security referred to in the Proof of Debt**

<b>Date of creation of the Security</b>	<b>Particulars of the Security</b>	<b>Value of the Security as at the Ascertainment Date</b>	<b>Description of supporting documents<sup>1</sup></b>	<b>Remarks</b>

**Notes:**

1. Such supporting documents shall be annexed to this Proof of Debt

**Annexure III to the Proof of Debt**

**Particulars of claim by Company against Creditor**

<b>Date of Claim</b>	<b>Nature and Particulars of Claim</b>	<b>Amount of the Claim</b>	<b>Description of supporting documents<sup>1</sup></b>	<b>Remarks</b>

**Notes:**

1. Such supporting documents shall be annexed to this Proof of Debt