



HYFLUX LTD
Company Registration No. 200002722Z
(Incorporated in the Republic of Singapore)

THE PROPOSED EQUITY AND WORKING CAPITAL INVESTMENT OF S\$400,000,000 IN HYFLUX LTD BY UTICO FZC

1. INTRODUCTION

- 1.1 The board of directors (the "**Board**") of Hyflux Ltd (the "**Company**", and together with its subsidiaries, the "**Group**", with any entity within the Group being a "**Group Company**") refers to the following:
- (a) the various announcements issued by the Company (including those issued on 22 May 2018, 2 August 2019, 19 September 2019 and 30 September 2019) in relation to the application by the Company and several of its subsidiaries to the High Court of the Republic of Singapore ("**Court**") pursuant to Section 211B(1) of the Companies Act (Chapter 50 of Singapore) (the "**Companies Act**") on a court supervised process to reorganise its liabilities and businesses (the "**Restructuring Exercise**"). The moratorium in force under Section 211B(1) of the Companies Act granted by the Court in connection with the Restructuring Exercise will be in force up to 2 December 2019; and
 - (b) the various announcements issued by the Company on 3 May 2019, 14 May 2019, 28 May 2019, 18 June 2019, 11 July 2019, 17 July 2019, 5 August 2019, 16 August 2019, 28 August 2019 and 6 November 2019 in relation to the proposed investment by Utico FZC ("**Utico**" and together with the Company, the "**Parties**" and each, a "**Party**") into the Group.
- 1.2 The Board wishes to announce that the Company has, on 26 November 2019, entered into a restructuring agreement (the "**Restructuring Agreement**") with Utico, pursuant to which Utico shall:
- (a) either subscribe for, or procure (through a special purpose vehicle (the "**Utico SPV**") and other certain co-investors (the "**Placees**", and together with the Utico SPV, the "**Subscribers**")), the subscription of such number of new ordinary shares ("**Shares**") in the Company representing, in aggregate, 95% of the Enlarged Issued Share Capital (as defined below) ("**New Shares**") for an aggregate subscription amount of S\$300,000,000 (the "**Investment**"); and

- (b) grant to the Company a working capital line of a principal amount of a maximum of S\$100,000,000 (the "**Working Capital Line**") subject to the terms and conditions of a working capital line agreement to be entered into between the Parties,

(collectively referred to as the "**Proposed Transaction**").

- 1.3 The Investment will be undertaken by way of private placements in accordance with Section 272B of the Securities and Futures Act (Chapter 289 of Singapore) and accordingly, is not made in or accompanied by a prospectus that is registered by the Monetary Authority of Singapore.
- 1.4 For the purposes of the Proposed Transaction, "**Enlarged Issued Share Capital**" means the issued share capital of the Company (excluding treasury Shares) on a fully diluted basis on the assumption that (a) completion of the Restructuring Agreement ("**Completion**") has taken place (b) all the New Shares are issued in full and (c) all options, rights, warrants and securities of the Company to subscribe for new Shares or any securities of the Company convertible into, exchangeable for or redeemable for new Shares are issued and exercised in full.

2. **INFORMATION ON THE SUBSCRIBERS AND THE RATIONALE FOR THE PROPOSED TRANSACTION**

- 2.1 As of the date of this Announcement, Utico is a company incorporated in the United Arab Emirates ("**UAE**"), represented by one of its shareholders and its Managing Director, Mr. Ivan Richard Menezes. Based on information provided by Utico, Utico is a developer of water and power infrastructure in the Middle East region. It is also the largest full service private utility company in the UAE. It owns and operates water desalination & power plants with capacities of approximately 300 million litres per day ("**MLD**") and 120 megawatts of power, respectively. Utico currently has water desalination plants capable of output amounting to 150 MLD under development and construction.
- 2.2 Utico was identified by the Company through the new investor search process which was commenced following the earlier termination of the proposed investment by SM Investments Pte. Ltd.. The Company is undertaking the Proposed Transaction to reorganise its business and liabilities in connection with the Restructuring Exercise.
- 2.3 Further, the Company understands from Utico as follows:
 - (a) in the event where Utico elects for the Utico SPV to subscribe for the New Shares, the Utico SPV shall be a special purpose vehicle incorporated in Singapore, and shall be controlled by Utico and its shareholders. The Company understands from Utico that the initial shareholders of the Utico SPV are intended to comprise (i) Utico (along with such other co-investors as may be identified by Utico) and (ii) Mr. Ivan Richard Menezes, Mr. Rashid Al Baloushi (whether directly or through their respective SPVs) and/or United Ventures and Investments, an investment company wholly-owned by Mr. Ivan Richard Menezes and Mr. Rashid Al Baloushi;

- (b) the Placees are to be identified by Utico and are currently expected to comprise institutional and high net worth investors.

The identification process of the co-investors in the Utico SPV and Placees will take into account all applicable laws and any requirements imposed by the Singapore Exchange Securities Trading Limited ("**SGX-ST**"), including Rule 723 (on free float requirement) and Rule 812 (on restricted placees).

- 2.4 Further details of the subscribers of the New Shares, including details of the shareholders of Utico SPV and Placees (as applicable) will be set out in the circular which will be despatched to the shareholders of the Company in due course.

3. **SALIENT TERMS OF THE PROPOSED TRANSACTION**

3.1 **New Shares**

The New Shares shall be issued in the following proportion:

- (a) such number of New Shares representing 95% of the Enlarged Issued Share Capital (less any New Shares to be issued to the Placees pursuant to Paragraph 3.1(b) below), to Utico (or at its direction, the Utico SPV); and
- (b) such number of New Shares representing in aggregate up to 7% of the Enlarged Issued Share Capital, to the Placees. The number of New Shares to be issued to the Placees shall be finalised after taking into account the applicable free float requirements under the listing rules of the SGX-ST,

in each case, free from all and any encumbrances and shall rank *pari passu* in all respects with all existing Shares provided that subject to Completion occurring and the constitution of the Company, the New Shares shall rank, including, without limitation, for any entitlements, distributions, dividends or rights, on the record date in respect of which falls on or after the date of Completion.

3.2 **Investment Amount**

- (a) The aggregate investment amount for the subscription by Utico for the New Shares shall be the sum of S\$300,000,000 (the "**Investment Amount**"). The Investment Amount shall be paid in tranches by Utico as follows:
 - (i) the sum of S\$10,000,000 (the "**Deposit Amount**") in the form of a deposit to be transferred by Utico to an escrow agent as mutually agreed and appointed by the Parties within five (5) Business Days from the date of the court hearing for the Company to seek leave to convene the meetings of the creditors to approve the Schemes of Arrangement (as defined below) (the "**Relevant Court Hearing**"), provided that (A) Utico has not given a notice of termination pursuant to the terms of the Restructuring Agreement; (B) the debt moratorium in relation to the Company has been extended prior to or at the Relevant Court

Hearing; and (C) the Court having granted leave for the Company to convene the meetings of the creditors to approve the Schemes of Arrangement (the "**Deposit**"). Utico may, by notifying the Company in writing, elect to substitute the Deposit with a first demand bank guarantee in favour of the Company issued on behalf of Utico by a financial institution to be mutually agreed in good faith by the Parties for the Deposit Amount (the "**Bank Guarantee**");

- (ii) an aggregate amount of S\$140,000,000 (being S\$150,000,000 less the Deposit Amount) will be paid in cash to the Company on Completion (the "**Completion Amount**"); and
 - (iii) the remaining Investment Amount of S\$150,000,000 ("**Post-Completion Payment**") will be satisfied by Utico on Completion as follows:
 - (A) by way of the issuance of one or several promissory note(s) ("**Promissory Note(s)**"); and/or
 - (B) preference shares in Utico SPV (or such other relevant affiliate of Utico), which preference shares shall be issued on terms equal to or better than the terms of the Promissory Notes(s) ("**Relevant Instrument(s)**"). The Relevant Instrument(s) will only be issued to Unsecured Scheme Parties (as defined below) that agree, in accordance with the terms of the Restructuring Agreement, to receive Relevant Instrument(s) as payment of the *pro-rata* share of the Post-Completion Payment payable to such Unsecured Scheme Parties ("**Relevant Instrument Consent**"). In respect of Unsecured Scheme Parties that do not provide their respective Relevant Instrument Consent in accordance with the terms of the Restructuring Agreement, Utico shall satisfy the *pro-rata* share of the Post-Completion Payment payable to such Unsecured Scheme Parties by way of the Promissory Note(s).
- (b) The terms of the Promissory Note(s) shall provide, *inter alia*, that the Post-Completion Payment will be due and payable by the date falling 18 months after the Completion Date (as defined below) and such other terms to be agreed between the Parties ("**Promissory Note(s) Due Date**"). In view of the deferred cash payments to be made by Utico under the Promissory Note(s), the Company will, in cooperation with Utico, consult with the SGX-ST on whether there is any condition or restriction which may be imposed on the New Shares to be issued to Utico and/or the Subscribers.

3.3 Working Capital Line

Pursuant to the Restructuring Agreement, Utico has agreed to grant to the Company the Working Capital Line for a maximum amount of S\$100,000,000 subject to the terms and conditions of a working capital line agreement to be finalised no later than the date falling two (2) weeks before Completion, which shall include without limitation, amounts required to pay an aggregate amount of up to S\$50,000,000 out of the Working Capital Line to fund the payments agreed to be paid to the holders of the Debt Securities (as defined below) in

accordance with the approved Schemes of Arrangement as part of the consideration for the full and final settlement of the Debt Securities and which shall be paid in accordance with the provisions set out in the term sheet which sets out the proposed terms relating to the Scheme(s) of Arrangement as set out in Schedule 5 of the Restructuring Agreement (the "**Creditors' Term Sheet**").

3.4 Conditions Precedent

Completion of the Proposed Transaction is conditional upon the following conditions precedent ("**Conditions Precedent**"):

- (a) the in-principle approval for the additional listing application to be submitted to the SGX-ST for the New Shares to be admitted to the Official List of the Main Board of the SGX-ST and be listed for quotation on the Main Board of the SGX-ST being obtained from the SGX-ST, and such approval not having been revoked and, where such approval is subject to conditions, such conditions for the listing and quotation of the New Shares on the Main Board of the SGX-ST are acceptable to the Company and Utico (each acting reasonably), and to the extent that such conditions are required to be fulfilled on or before Completion Date, they are so fulfilled;
- (b) confirmation from the Securities Industry Council ("**SIC**") that Utico and parties acting in concert with it (if any) shall not, subject to the fulfilment of customary conditions to be laid down by the SIC, be obliged, pursuant to or as a result of the Investment, to make an offer for the Company under Rule 14 of the Singapore Code on Take-overs and Mergers ("**Code**") (relating to mandatory take-overs);
- (c) the holders of Shares approving, at an extraordinary general meeting of the Company, the allotment and issue of the New Shares and the Whitewash Resolution in accordance with the terms of the Restructuring Agreement. "**Whitewash Resolution**" means the resolution to be passed by a majority of holders of the voting rights of the Company at a general meeting waiving their right to receive a general offer pursuant to Rule 14 of the Code arising from the Investment;
- (d) agreement on the final amounts to be allocated to each relevant Scheme Group Company (as defined below) for the full and final settlement of the trade debts owed to the trade creditors of Hydrochem (S) Pte Ltd, Hyflux Engineering Pte Ltd and Hyflux Membrane Manufacturing (S) Pte Ltd ("**Subsidiaries Trade Debt**") in accordance with the terms of the Restructuring Agreement;
- (e) a full and final settlement, discharge and/or redemption of:
 - (i) the unsecured financial debt (including, without limitation, the revolving credit facilities, unsecured bilateral loans and the medium term notes outstanding) of the Company, Hydrochem (S) Pte Ltd, Hyflux Engineering Pte Ltd and Hyflux Membrane Manufacturing (S) Pte Ltd (collectively, the "**Scheme Group Companies**" and each, a "**Scheme Group Company**"), but excluding certain unsecured financial debts of the Scheme Group Companies as set out in the Restructuring Agreement (the "**Unsecured Financial Debt**");

- (ii) the preference shares and perpetual capital securities of the Company (the "**Debt Securities**");
- (iii) the contingent debt and liabilities of the Scheme Group Companies (including, without limitation, the contingent debts and liabilities of the Scheme Group Companies arising from performance bonds (as applicable) and other corporate guarantees issued to counterparties of the Scheme Group Companies (as applicable), but excluding certain unsecured contingent debts and liabilities of the Scheme Group Companies as set out in the Restructuring Agreement) (the "**Contingent Debt**"); and
- (iv) the trade debts owed to trade creditors of the Scheme Group Companies, but excluding certain trade debts and other debts owed to trade creditors of the Scheme Group Companies as set out in the Restructuring Agreement (the "**Trade Debt**"),

whether by way of the sanction of the Schemes of Arrangement by order of the Singapore High Court and such Schemes of Arrangement being binding in accordance with the Companies Act or otherwise, on substantially the same terms as those set out in the Creditors' Term Sheet, save that where there is any inconsistency between the Creditors' Term Sheet and the other parts of the Restructuring Agreement and/or any other agreement of the Parties entered into on or after the date of the Restructuring Agreement, the other parts of the Restructuring Agreement and/or any other agreement of the Parties shall prevail;

- (f) (i) the necessary approval, consent and waiver being obtained from the National Environment Agency for the issuance of the New Shares which will result in a change in control under the Waste-to-Energy Services Agreement dated 26 October 2015 entered into between the National Environment Agency and TuasOne Pte. Ltd. (as may be amended, restated and supplemented from time to time) and (ii) the Default Call Option (as defined in the draft settlement agreement to be entered into among Mitsubishi Heavy Industries, Ltd., Mitsubishi Heavy Industries Asia Pacific Pte. Ltd., Mitsubishi Heavy Industries Environmental & Chemical Engineering Co., Ltd, the Company, Hyflux Engineering, Hydrochem, TuasOne and Tuasone Environmental Engineering Pte. Ltd.) not having been exercised on or prior to Completion;
- (g) if applicable, any other approvals, consents and waivers from any governmental agency necessary for the subscription and issuance of New Shares due to any change of applicable laws (including the enactment of any new applicable laws) being obtained;
- (h) each director of a Scheme Group Company as at the Business Day preceding the date of the Relevant Court Hearing and any other hearing which relates to the extension of the debt moratorium and/or the Schemes of Arrangement who has direct interest in Shares (including without limitation Ms Olivia Lum) having delivered to the Company and to Utico on that Business Day an irrevocable undertaking to vote their Shares in favour of the allotment and issue of the New Shares and the Whitewash Resolution at the extraordinary general meeting of the Company, in accordance with the terms of the Restructuring Agreement; and

- (i) a special purpose unaudited pro forma consolidated accounts of the Group having been delivered to Utico in accordance with the Restructuring Agreement.

If any of the Conditions Precedent (other than the Condition Precedent in Paragraph 3.4(i) which is required to be fulfilled or waived within 45 days from the date of the Restructuring Agreement (or such other date as Parties may mutually agree)) is not fulfilled or waived on or before the date falling six (6) months from the date of the Restructuring Agreement (or such other date as the Parties may mutually agree), the Restructuring Agreement shall *ipso facto* cease and determine, and no Party shall have any claim against the other Party, save in respect of the Deposit or Bank Guarantee (as applicable).

For the purposes of the Proposed Transaction,

"Business Day" means a day (excluding Fridays, Saturdays, Sundays and gazetted public holidays) on which commercial banks are open for business in Singapore and the Emirate of Ras al Khaimah;

"Completion Date" means the date falling 10 Business Days after the date on which the last of the Conditions Precedent set out in this Paragraph 3.4 (other than the Condition Precedent in Paragraph 3.4(f)(ii) which shall be fulfilled on Completion) is fulfilled, or such later date as the Parties may agree in writing; and

"Schemes of Arrangement" means one or more compromises or arrangements of the Unsecured Financial Debt, Debt Securities, Contingent Debt and/or Trade Debt, in each case, in accordance with Section 210 of the Companies Act.

3.5 Schemes of Arrangement

The key terms of the Schemes of Arrangement are:

- (a) in relation to the holders of the Unsecured Financial Debt, the Contingent Debt and/or Trade Debt (other than the Subsidiaries Trade Debt) (the **"Unsecured Scheme Parties"**):

- (i) S\$250,000,000 to be paid *pro rata* among the Unsecured Scheme Parties in the following manner:
 - (A) S\$125,000,000 to be paid within seven (7) Business Days after the Completion Date; and
 - (B) S\$125,000,000 to be paid by the Promissory Note(s) Due Date, together with interest on such amount at a rate of 1.5% per annum (the **"Deferred Amount"**),

for the full and final settlement, discharge and/or redemption of the Unsecured Financial Debt, the Contingent Debt and/or Trade Debt (other than the Subsidiaries Trade Debt); and

(b) in relation to the holders of the Debt Securities (the "**Debt Securities Holders**"), each Debt Securities Holder can elect to receive, either:

(i) **Option 1**: an upfront cash payment of an amount equal to the lesser of (A) S\$1,500 and (B) 50% of the aggregate value of the Debt Securities held by such Debt Securities Holder; or

(ii) **Option 2**: a cash amount equal to the lesser of (A) S\$1,500 and (B) 50% of the aggregate value of Debt Securities held by such Debt Securities Holder, to be paid out over two (2) years in five (5) equal instalments commencing from the Completion Date, together with interest of 1.25% per annum on such amounts which remain outstanding. For the avoidance of doubt, the principal amounts payable under Option 1 and the preceding sentence of this Option 2 will be capped at S\$50,000,000 in aggregate. Further, Debt Securities Holders who elect this second option will also be entitled to receive an additional cash amount (on a *pro rata* basis amongst the Debt Securities Holders who have selected this second option only) (the "**Additional Cash Amount**") equal to:

(A) if shares of Utico (or an affiliate thereof) (the "**Listco**") are listed within two (2) years of the Completion Date (the "**Listing End Date**"), the higher of: (1) the cash equivalent of 4.0% of the issued share capital of the Listco at the listing price and (2) S\$50,000,000; or

(B) if such listing does not occur by the Listing End Date, S\$50,000,000,

in each case, multiplied by a fraction represented by the value of the Debt Securities Holders who have selected this second option as the numerator and the total value of the Debt Securities Holders as the denominator, for the full and final settlement of the Debt Securities. The Additional Cash Amount will be paid out over two (2) years in five (5) equal instalments commencing from the Listing End Date, together with interest of 1.25% per annum on such amounts which remain outstanding.

3.6 Other Material Terms

(a) The Deferred Amount, together with any cash amount payable under Option 2 (as described in paragraph 3.5(b)(ii) above, will be secured by a security package, further details of which are set out in the Schemes of Arrangement.

(b) Either Party may terminate the Restructuring Agreement by giving written notice to the other Party within five (5) Business Days from the date of being apprised to the occurrence of any of the following:

(i) a breach of any fundamental warranty (as set out in the Restructuring Agreement) given by that other Party;

(ii) the first mentioned Party having received notice of any injunction or other order prohibiting Completion issued by any competent court that is not set aside or

varied within a reasonable period to the satisfaction of the first mentioned Party, or any directive or regulatory notice prohibiting Completion which either Party is legally bound to comply with; or

- (iii) the Court dismissing the Company's application for leave to convene the scheme meetings in respect of the Schemes of Arrangement to be proposed.
- (c) Utico may terminate the Restructuring Agreement upon the occurrence of any of the following events:
- (i) the Company and/or Utico having been notified in writing ("**Opposing Creditors' Notice**") by the Relevant Court Hearing by such number of holders of Unsecured Financial Debt or Debt Securities, in either case, representing cumulatively at least 25% in value of all Unsecured Financial Debt or Debt Securities (as the case may be) setting out such holders' firm intention to (the "**Opposing Creditors**"):
 - (A) oppose the application for the extension of the debt moratorium in relation to the Company at the Relevant Court Hearing (or as may be adjourned); or
 - (B) vote against any Scheme(s) of Arrangement proposed on substantially the terms set out in the Creditors' Term Sheet (or as amended with mutual consent of the Parties);
 - (ii) the Company not having agreed with, and obtained the written confirmation from, the relevant professional advisers on the amount and payment schedule of the professional advisers' fees payable to such professional advisers by the Relevant Court Hearing;
 - (iii) Utico becoming aware of any breach of certain warranties or the Company's pre-Completion obligations, in each case, as set out in the Restructuring Agreement and which breach has or is reasonably expected to have a monetary impact or value (whether individually or in aggregate) on the Group in excess of S\$10,000,000 (except where a lesser threshold or specific payment amount is explicitly set out in the Restructuring Agreement in certain instances);
 - (iv) Utico becoming aware of any deliberate breach of Clause 6.4 of the Restructuring Agreement relating to, *inter alia*, the terms of the Schemes of Arrangement applicable to the Subsidiaries Trade Debt; or
 - (v) the termination of any of the following agreements in relation to the Qurayyat project:
 - (A) the Water Purchase Agreement dated 25 March 2015 between Oman Power and Water Procurement Company SAOC and Qurayyat Desalination SAOC, as amended from time to time;

- (B) the Engineering, Procurement and Construction Contract dated 28 October 2015 between Qurayyat Desalination SAOC and Hydrochem, as amended from time to time; or
- (C) the Operation and Maintenance Contract dated 28 October 2015 between Qurayyat Desalination SAOC and Hyflux Water Services LLC, as amended from time to time.

For the purposes of this Paragraph 3.6(b)(v), there shall be a deemed termination of an above-mentioned agreement if there is either a loss of any controlling equity ownership, other controlling ownership interest or a change of control of the Group (or any Group Company) in Qurayyat Desalination SAOC or Hyflux Water Services LLC, or any other Group Company which is party to a material agreement in respect of the Qurayyat project.

- (d) The Company may terminate the Restructuring Agreement upon the occurrence of either of the following events:
 - (i) Utico not having reached agreement with such number of Opposing Creditors to withdraw their opposition and vote in favour of the Scheme(s) of Arrangement, which together with the other Unsecured Scheme Parties which are not Opposing Creditors or holders of Debt Securities which are not Opposing Creditors (as the case may be), represent at least 75% in value of all Unsecured Financial Debt or Debt Securities (as the case may be) by the end of a 14-day period from the date of receipt of an Opposing Creditors' Notice; or
 - (ii) the Deposit not having been paid into the escrow account or the Bank Guarantee not having been issued, in either case, by the date falling five (5) Business Days from the date of the Relevant Court Hearing.

3.7 Directors

Pursuant to the Restructuring Agreement, and subject to completion of the Restructuring Agreement and the prior approval of the nominating committee of the Board (acting reasonably), the Company shall appoint such persons nominated by Utico to the Board as directors.

4. USE OF PROCEEDS

- 4.1 The Investment Amount and the Working Capital Line (collectively, the "**Proceeds**") shall be utilised as follows:
 - (a) to pay an amount of S\$250,000,000 for the full and final settlement of the Unsecured Financial Debt, Contingent Debt and/or Trade Debt (other than Subsidiaries Trade

Debt) in accordance with the approved Scheme of Arrangement as set out in Paragraph 3.5(a)(i) above;

- (b) to pay an aggregate amount of up to S\$50,000,000 out of the Working Capital Line to fund the payments (other than the Additional Cash Amount) agreed to be paid to the holders of the Debt Securities as set out in Paragraph 3.5(b) above;
- (c) the remaining balance of the Investment Amount and Working Capital Line (together with any funds from the SEPCO Settlement which have not been paid to any third party or otherwise utilised as at the date of the Restructuring Agreement and any funds received from any settlement or judgment from SM Investments Pte. Ltd.) to fund:
 - (i) the payment of all or part of the amounts to the holders of the Subsidiaries Trade Debt for the full and final settlement of the Subsidiaries Trade Debt which are under the Schemes of Arrangement;
 - (ii) the working capital needs of the Group;
 - (iii) the payment of all or part of the amounts payable to professional advisers in full and final settlement of all such professional advisers' fees on terms to be agreed between Utico the Company and each of the relevant advisers; and
 - (iv) the business growth needs of the Group.

For the purposes of the Proposed Transaction, "**SEPCO Settlement**" means the amounts received by the Company from SEPCOIII Electric Power Construction Co., Ltd., a state-owned company incorporated under the laws of the People's Republic of China.

- 4.2 Utico shall pay to the Company, or procure the payment to the Company of, the Additional Cash Amount, which payment terms are to be set out in the Schemes of Arrangement.

5. **FINANCIAL EFFECTS OF THE PROPOSED TRANSACTION**

The allocation of the Proceeds is subject to the sanction of the Schemes of Arrangement by order of the Court. Accordingly, it would not be possible for the Company to calculate or illustrate the potential financial effects of the Proposed Transaction at this juncture. Such information will be set out in the circular which will be despatched to the shareholders of the Company prior to the extraordinary general meeting of the Company to approve, *inter alia*, the allotment and issue of the New Shares and the Whitewash Resolution.

6. **INTERESTS OF THE DIRECTORS AND CONTROLLING SHAREHOLDERS**

None of the directors or controlling shareholders of the Company or their respective associates has any interest, direct or indirect, in the Proposed Transaction, other than their respective interests in the Shares and securities of the Company.

7. **RESPONSIBILITY STATEMENT**

The directors of the Company collectively and individually accept full responsibility for the accuracy of the information given in this Announcement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Announcement constitutes full and true disclosure of all material facts about the Proposed Transaction, the Company and its subsidiaries, and the directors are not aware of any facts the omission of which would make any statement in this Announcement misleading. Where information in this Announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in the Announcement in its proper form and context.

8. **DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the Restructuring Agreement are available for inspection at the registered office of the Company at 80 Bendemeer Road, Singapore 339949 during normal business hours.

9. **CAUTIONARY STATEMENT**

Shareholders and holders of the securities of the Company are advised to exercise caution at all times when dealing in the shares and/or securities, and should consult their stockbrokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take.

BY ORDER OF THE BOARD

Lim Poh Fong and Chiang Chai Foong
Joint Company Secretaries
Submitted to SGX-ST on 26 November 2019