

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OS XXX/2019

In the Matter of Part VII, Section 210(1) of the
Companies Act (Cap 50)

And

In the Matter of **HYFLUX LTD**
(Singapore UEN No 200002722Z)

... Applicant

SCHEME OF ARRANGEMENT

**PURSUANT TO SECTION 210 OF THE COMPANIES ACT (CAP 50, 2006 REV
ED)**

Between

HYFLUX LTD
(Singapore UEN No. 200002722Z)

And

THE SCHEME PARTIES
(as defined herein)

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1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

“**211B Proceedings**” means the applications for a moratorium under Section 211B(1) of the Act filed by each of the Company, HE, Hyflux Innovation Centre Pte Ltd, HMM and Hydrochem, *vide* HC/OS 633/2018, HC/OS 634/2018, HC/OS 635/2018, HC/OS 636/2018 and HC/OS 638/2018, respectively, and all associated proceedings therein.

“**Accepted**” means, in relation to a Scheme Claim, the acceptance by the Chairman of such Claim (or part thereof) for the purposes of determining entitlement to attend and vote at the Scheme Meetings without dispute or, where applicable, the acceptance or determination by the Independent Assessor of such Claim (or part thereof) for such purpose in accordance with the Proof Regulations.

“**Account Holder**” means any person recorded directly in the records of CDP as holding an interest in any of the Notes, the Perpetual Capital Securities or the Preference Shares in an account held with CDP either for his or her own account or on behalf of its principal or client.

“**ACRA**” means the Accounting and Corporate Regulatory Authority of Singapore.

“**Act**” means the Companies Act, Chapter 50 of Singapore.

“**Advisor**” means any of the professional advisors advising the Group, the Contingent Claimants, the Facilities Lenders, KfW, the Other Claimants, the Noteholders, the Notes Trustee, the Perpetual Capital Securities Holders, the Perpetual Capital Securities Trustee and/or the Preference Shareholders in connection with the Restructuring. For the avoidance of doubt, Advisors include but are not limited to:

- (a) in relation to the Informal Steering Committee (Notes), FTI Consulting (Singapore) Pte Ltd, Akin Gump Strauss Hauer & Feld, Akin Gump Strauss Hauer & Feld LLP and BlackOak LLC;
- (b) in relation to the Informal Steering Committee (P&P), Pricewaterhouse Coopers Advisory Services Pte Ltd and Drew & Napier LLC;
- (c) in relation to the Unsecured Working Group, Borrelli Walsh Limited, Hogan Lovells Lee & Lee and Tan Kok Quan Partnership; and
- (d) in relation to the Group, Ernst & Young Solutions LLP, Ernst & Young Corporate Finance Pte Ltd and WongPartnership LLP.

“**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.

“**Base Currency Conversion Rate**” means the conversion rate of any foreign currency denomination to dollars (S\$) as published in The Business Times on [1 March 2019].

“**Book Entry Interest**” means:

- (a) in relation to the Notes, a beneficial interest as principal in a Global Note Certificate;
- (b) in relation to the Perpetual Capital Securities, a beneficial interest as principal in the Global Certificate (as defined in the Perpetual Capital Securities Trust Deed); and
- (c) in relation to the Preference Shares, a beneficial interest as principal in the Global Share Certificates,

in each case held through accounts with and shown on records maintained by the CDP.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore.

“CDP” means The Central Depository (Pte) Limited.

“Chairman” means the chairman of the Scheme Meetings appointed pursuant to Section 211F(5) of the Act.

“Claim” means any Liability of the Company, together with any of the following matters relating to or arising in respect of such Liability:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of guarantee, representation, warranty and/or undertaking or an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other Liability falling within this definition;
- (c) any claim for damages or restitution;

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

“Company” means Hyflux Ltd, a company incorporated in Singapore with registration number 200002722Z, whose registered office is located at 80 Bendemeer Road, Hyflux Innovation Centre, Singapore 339949.

“Conditions Precedent” means the Conditions as defined in the Restructuring Agreement and the Conditions Precedent as defined in the Loan Agreement.

“Constitutional Documents” means the Memorandum and Articles of Association and any other constituent documents of the Company.

“Contingent Claim” means any Claim is not an Excluded Claim, which, at the time of the determination of any matter under or in connection with this Scheme, is a contingent Liability of the Company which may or may not arise in the future, but in respect of which, as at such time, is not then a legally valid and binding debt of a definite amount then actually due from the Company. A Contingent Claim shall include any Claim arising under or in respect of the matters set out in Schedule 2 as supplemented, amended and restated from time to time.

“Contingent Claim Crystallisation Challenge” means a written response to a Contingent Claim Crystallisation Notice to be issued by any Unsecured Scheme Party (excluding any

Unsecured Scheme Party who as at the date of that Contingent Claim Crystallisation Notice only has a Contingent Claim which has been Extinguished) to the Scheme Manager within seventeen (17) days of the date of the Contingent Claim Crystallisation Notice setting out the following information:

- (a) proof that his or her Unsecured Claim was Accepted; and
- (b) objection(s) to the contents of the subject Contingent Claim Crystallisation Notice, in particular, the reasons as to why the respective Contingent Claim should not be regarded as a legally valid and binding debt of a definite amount then actually due from the Company; and
- (c) any evidence or documents in support of (b) above.

The Scheme Manager shall upload each Contingent Claim Crystallisation Challenge into the Data Room within three (3) days of his or her receipt of such Contingent Claim Crystallisation Challenge. For the avoidance of doubt, each Unsecured Scheme Party can only submit one (1) Contingent Claim Crystallisation Challenge in response to a Contingent Claim Crystallisation Notice.

“Contingent Claim Crystallisation Determination” means a written determination to be issued by the Scheme Manager to a Contingent Claimant within thirty eight (38) days of receiving a Contingent Claim Crystallisation Notice from that Contingent Claimant stating that the Accepted Contingent Claim referred to in the Contingent Claim Crystallisation Notice has been determined by the Scheme Manager to have become a legally valid and binding debt of a definite amount then actually due from the Company. In arriving at his or her determination, the Scheme Manager shall review the contents of the Contingent Claim Crystallisation Notice as well as any Contingent Claim Crystallisation Challenge(s) submitted.

The Scheme Manager shall upload each Contingent Claim Crystallisation Determination into the Data Room within three (3) days of his or her issuance of such Contingent Claim Crystallisation Determination.

“Contingent Claim Crystallisation Notice” means a written notice to be issued by a Contingent Claimant to the Scheme Manager by no later than seven (7) days after the Contingent Claim Expiry Date setting out the following information:

- (a) proof that his or her Contingent Claim was Accepted;
- (b) the basis for the Accepted Contingent Claim becoming a legally valid and binding debt of a definite amount then actually due from the Company on a date no later than the Contingent Claim Expiry Date; and
- (c) any evidence or documents in support of (b) above.

The Scheme Manager shall upload each Contingent Claim Crystallisation Notice into the Data Room within three (3) days of his or her receipt of such Contingent Claim Crystallisation Notice.

“Contingent Claim Expiry Date” means the date falling two (2) years after the Restructuring Effective Date.

“Contingent Claim Extinguishment Challenge” means a written notice to be issued by the

subject Contingent Claimant to the Scheme Manager within fourteen (14) days from the Contingent Claimant's receipt of a Contingent Claim Extinguishment Notice indicating the Contingent Claimant's objection to the Scheme Manager's determination under the Contingent Claim Extinguishment Notice and setting out the reasons for such objection (including any supporting evidence or documents).

The Scheme Manager shall upload each Contingent Claim Extinguishment Challenge into the Data Room within three (3) days of his or her receipt of such Contingent Claim Extinguishment Challenge.

"Contingent Claim Extinguishment Determination" means a written determination to be issued by the Scheme Manager to a Contingent Claimant within twenty one (21) days of receiving a Contingent Claim Extinguishment Challenge from that Contingent Claimant stating whether the objections raised therein have been accepted by the Scheme Manager or whether the Scheme Manager has nonetheless determined that the subject Accepted Contingent Claim is no longer a Liability.

The Scheme Manager shall upload each Contingent Claim Extinguishment Determination into the Data Room within three (3) days of his or her issuance of such Contingent Claim Extinguishment Determination.

"Contingent Claim Extinguishment Notice" means a written notice to be issued by the Scheme Manager to a Contingent Claimant by no later than seven (7) days after the Contingent Claim Expiry Date notifying the Contingent Claimant that his or her respective Accepted Contingent Claim has been, as determined by the Scheme Manager, extinguished, waived or compromised or is, for any other reason, no longer a Liability on a date no later than the Contingent Claim Expiry Date.

The Scheme Manager shall upload each Contingent Claim Extinguishment Notice into the Data Room within three (3) days of his or her issuance of such Contingent Claim Extinguishment Notice.

"Contingent Claimant" means any person that holds a Contingent Claim.

"Court" means the High Court of Singapore.

"Crystallised" means, in respect of an Accepted Contingent Claim:

- (a) the issuance of a Contingent Claim Crystallisation Determination under which the subject Accepted Contingent Claim is determined by the Scheme Manager to be a legally valid and binding debt of a definite amount then actually due from the Company; or
- (b) the issuance of a Contingent Claim Crystallisation Notice to which: (i) no Contingent Claim Crystallisation Challenge is issued in response within seventeen (17) days of such Contingent Claim Crystallisation Notice; and (ii) no Contingent Claim Crystallisation Determination is issued within thirty eight (38) days of such Contingent Claim Crystallisation Notice.

"Data Room" means the virtual data room to be established by the Scheme Manager within twenty eight (28) days from the Restructuring Effective Date through a service provider of the Scheme Manager's choice. Within fourteen (14) days from the Scheme Effective Date, each

Unsecured Scheme Party shall notify the Scheme Manager of the relevant information (including electronic mail address) of two individuals whom the Scheme Manager shall grant access rights to the Data Room. These individuals will receive automated notifications each time the Scheme Manager uploads a document into the Data Room.

“Debt Securities Claims” means the Perpetual Capital Securities Holders Claims and the Preference Shareholders Claims.

“Debt Securities Claims Cash Consideration” means cash of an amount equal to [S\$27,000,000].

“Debt Securities Claims Equity Consideration” means Shares constituting [9.00%] of the issued and paid up capital in the Company after the New Shares (as defined in the Restructuring Agreement) have been allotted and issued under the Restructuring Agreement.

“Debt Securities Scheme Parties” means the Perpetual Capital Securities Holders and the Preference Shareholders.

“Escrow Account” means the escrow account maintained with the Escrow Agent in accordance with the terms of this Scheme.

“Escrow Agent” means an agent to be appointed by the Scheme Manager for the purposes of managing the Escrow Account in accordance with the terms of this Scheme.

“Escrow Agreement” means the escrow agreement in a form to be agreed with the Advisors of the Unsecured Working Group and the Informal Steering Committee (Notes) to be entered into by and between the Company and the Escrow Agent in relation to the Escrow Account to be managed in accordance with the terms of this Scheme.

“Excluded Claim” means:

- (a) any Scheme Claim (as defined in each of the Hydrochem Scheme, the HMM Scheme and/or the HE Scheme);
- (b) any Claim in respect of Professional Advisor Fees;
- (c) any Claim of the Notes Trustee for its fees and related costs and expenses arising under or in respect of the Notes Trust Deed;
- (d) any Claim of the Perpetual Capital Securities Trustee for its fees and related costs and expenses arising under or in respect of the Perpetual Capital Securities Trust Deed;
- (e) any Claim of Tuaspring Pte Ltd;
- (f) any Claim arising under or in respect of the MHI Settlement Agreement;
- (g) any Claim arising under or in respect of the TuasOne Share Charge; or
- (h) any Claim arising under or in respect of the matters set out in Schedule 3 as supplemented, amended and restated from time to time.

“Expired Contingent Claim” means any Contingent Claim which:

- (a) is not an Extinguished Contingent Claim within 28 days from the Contingent Claim Expiry Date; and
- (b) is not a Crystallised Contingent Claim within 45 days from the Contingent Claim Expiry Date.

“**Explanatory Statement**” means the explanatory statement issued by the Company and dated [●] relating to this Scheme.

“**Extinguished**” means, in respect of an Accepted Contingent Claim:

- (a) the issuance of a Contingent Claim Extinguishment Notice to which no Contingent Claim Extinguishment Challenge is received within fourteen (14) days; or
- (b) the issuance of a Contingent Claim Extinguishment Determination under which the subject Accepted Contingent Claim is determined by the Scheme Manager to be no longer a Liability.

“**Facilities**” means the loan agreements, credit agreements, facility letters and all other credit facility documents made between the Company and any bank or financial institution or executed by the Company in favour of any bank or financial institution as set out in Schedule 1.

“**Facilities Lender**” means each of the lenders under the respective Facilities.

“**Facilities Claim**” means any Claim of the Facilities Lenders that is not an Excluded Claim arising under or in respect of the Facilities.

“**Final Distribution Date**” means the date on which all Scheme Consideration shall have been issued and/or distributed (as applicable) to the Scheme Parties.

“**Final Unsecured Claim Cash Payout**” means in respect of each Accepted Unsecured Claim that is not an Extinguished Contingent Claim or an Expired Contingent Claim after the Contingent Claim Expiry Date, a cash payout to be calculated in the following manner:

$$FUCCP = \left(\frac{p}{q - x - y} \times (UCCC - \sum FCCMP - \sum SCCMP) \right) - IUCCP - SUCCP$$

where:

p is the value of the subject Accepted Unsecured Claim that is not an Extinguished Contingent Claim or an Expired Contingent Claim after the Contingent Claim Expiry Date;

q is the total value of all Accepted Unsecured Claims;

x is the total value of all Accepted Contingent Claims that have been Extinguished within the Contingent Claim Expiry Date;

y is the total value of all Accepted Contingent Claims that become Expired Contingent Claims after the Contingent Claim Expiry Date;

UCCC is the Unsecured Claims Cash Consideration;

Σ *FCCMP* is the sum of all First Contingent Claim Management Payouts;

Σ *SCCMP* is the sum of all Second Contingent Claim Management Payouts;

IUCCP is the Initial Unsecured Claim Cash Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest cent;

SUCCP is the Second Unsecured Claim Cash Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest cent; and

FUCCP is the Final Unsecured Claim Cash Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest cent.

“Final Unsecured Claim Equity Payout” means in respect of each Accepted Unsecured Claim that is not an Extinguished Contingent Claim or an Expired Contingent Claim after the Contingent Claim Expiry Date, an allotment and issuance of Shares to be calculated in the following manner:

$$FUCEP = \left(\frac{p}{q - x - y} \times UCEC \right) - IUCEP - SUCEP$$

where:

p is the value of the subject Accepted Unsecured Claim that is not an Extinguished Contingent Claim or an Expired Contingent Claim after the Contingent Claim Expiry Date;

q is the total value of all Accepted Unsecured Claims;

x is the total value of all Accepted Contingent Claims that have been Extinguished within the Contingent Claim Expiry Date;

y is the total value of all Accepted Contingent Claims that become Expired Contingent Claims after the Contingent Claim Expiry Date;

UCEC is the Unsecured Claims Equity Consideration;

IUCEP is the Initial Unsecured Claim Equity Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest whole number;

SUCEP is the Second Unsecured Claim Equity Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest whole number; and

FUCEP is the Final Unsecured Claim Equity Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest whole number.

“First Contingent Claim Management Payout” means in respect of each Accepted Contingent Claim that is Extinguished within the date falling one (1) year after the Restructuring Effective Date, a cash payout to be calculated in the following manner:

$$FCCMP = 20\% \times \frac{r}{q} \times UCCC$$

where:

r is the value of the subject Accepted Contingent Claim that is Extinguished within the date falling one (1) year after the Restructuring Effective Date;

q is the total value of all Accepted Unsecured Claims;

UCCC is the Unsecured Claims Cash Consideration; and

FCCMP is the First Contingent Claim Management Payout for the subject Accepted Contingent Claim, to be rounded down to the nearest cent.

“Global Note Certificate” means a global certificate or global note in registered form representing the entire issue of the Series 008 Notes, the Series 009 Notes or the Series 010 Notes, as applicable.

“Global Share Certificates” means global share certificates in registered form representing the entire issue of the Preference Shares.

“Group” means the Company and its Subsidiaries.

“HE” means Hyflux Engineering Pte Ltd, a wholly-owned subsidiary of the Company incorporated in Singapore with registration number 200009792D whose registered office is located at 80 Bendemeer Road, Hyflux Innovation Centre, Singapore 339949.

“HE Scheme” means the scheme of arrangement proposed by HE under Section 210 of the Act in its present form or with or subject to any modifications, additions or conditions approved or imposed by the Court or approved in accordance with its terms.

“HMM” means Hyflux Membrane Manufacturing (S) Pte Ltd, a wholly-owned subsidiary of the Company incorporated in Singapore with registration number 200702494M whose registered office is located at 80 Bendemeer Road, Hyflux Innovation Centre, Singapore 339949.

“HMM Scheme” means the scheme of arrangement proposed by HMM under Section 210 of the Act in its present form or with or subject to any modifications, additions or conditions approved or imposed by the Court or approved in accordance with its terms.

“Holding Period” means the period commencing on and from the Restructuring Effective Date and ending on the date falling six (6) months after the Final Distribution Date.

“HS Claim” means any Claim(s) of HyfluxShop Holdings Ltd or a Subsidiary of HyfluxShop Holdings Ltd that is not an Excluded Claim.

“HS Claimant” means any person that holds a HS Claim.

“Hydrochem” means Hydrochem (S) Pte Ltd, a wholly-owned subsidiary of the Company incorporated in Singapore with registration number 198902670Z, whose registered office is located at 80 Bendemeer Road, Hyflux Innovation Centre, Singapore 339949.

“Hydrochem Scheme” means the scheme of arrangement proposed by Hydrochem under

Section 210 of the Act in its present form or with or subject to any modifications, additions or conditions approved or imposed by the Court or approved in accordance with its terms.

“Independent Assessor” means an independent assessor appointed in accordance with the Proof Regulations.

“Informal Steering Committee (Notes)” means the informal steering committee for Noteholders established by SIAS in connection with the Restructuring that is represented by FTI Consulting (Singapore) Pte Ltd, Akin Gump Strauss Hauer & Feld, Akin Gump Strauss Hauer & Feld LLP and BlackOak LLC.

“Informal Steering Committee (P&P)” means the informal steering committee for Perpetual Capital Securities Holders and Preference Shareholders established by SIAS in connection with the Restructuring that is represented by PricewaterhouseCoopers Advisory Services Pte Ltd and Drew & Napier LLC.

“Initial Unsecured Claim Cash Payout” means in respect of each Accepted Unsecured Claim, a cash payout to be calculated in the following manner:

$$IUCCP = \frac{p}{q} \times UCCC$$

where:

p is the value of the subject Accepted Unsecured Claim;

q is the total value of all Accepted Unsecured Claims;

$UCCC$ is the Unsecured Claims Cash Consideration; and

$IUCCP$ is the Initial Unsecured Claim Cash Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest cent.

“Initial Unsecured Claim Equity Payout” means in respect of each Accepted Unsecured Claim, an allotment and issuance of Shares to be calculated in the following manner:

$$IUCEP = \frac{p}{q} \times UCEC$$

where:

p is the value of the subject Accepted Unsecured Claim;

q is the total value of all Accepted Unsecured Claims;

$UCEC$ is the Unsecured Claims Equity Consideration; and

$IUCEP$ is the Initial Unsecured Claim Equity Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest whole number.

“Intercompany Claim” means any Claim of a Subsidiary of the Company that is: (i) not an

Excluded Claim; and (ii) not a Claim arising under or in respect of the TuasOne EPC Contract Parent Company Guarantee.

“Intercompany Claimant” means any person that holds an Intercompany Claim.

“Investor” means SM Investments Pte Ltd.

“KfW” means KfW IPEX-Bank GmbH.

“KfW Facility” means the facility agreement dated 29 May 2013 entered into between: (i) Hydrochem, as borrower; (ii) the Company, as guarantor; and (iii) KfW, as lender.

“KfW Claim” means any Claim of KfW that is not an Excluded Claim arising under or in respect of the KfW Facility.

“Liability” or **“Liabilities”** means any debt, liability or obligation whether it is fixed or undetermined, whether incurred solely or jointly or as principal or surety or in any other capacity, whether or not it involves the payment of money or performance of an act or obligation and whether it arises at common law, in equity or by statute, in Singapore or any other jurisdiction, or in any manner whatsoever. For the avoidance of doubt, Liability includes any debt, liability or obligation that is present, future, prospective, actual or contingent.

“Loan Agreement” means the shareholder’s loan agreement dated 18 October 2018 entered into between: (i) the Company, as borrower; and (ii) the Investor, as lender, and which is set out at Appendix [●] of the Explanatory Statement.

“Long-Stop Date” means the Long-Stop Date (as defined in the Restructuring Agreement) or such later date agreed between the Company and the Investor.

“MHI Settlement Agreement” means the settlement agreement dated 15 February 2019 entered into between: (i) Mitsubishi Heavy Industries, Ltd; (ii) Mitsubishi Heavy Industries Asia Pacific Pte Ltd; (iii) Mitsubishi Heavy Industries Environmental & Chemical Engineering Co, Ltd; (iv) the Company; (v) HE; (vi) Hydrochem; (vii) TuasOne Pte Ltd; and (viii) TuasOne Environmental Engineering Pte Ltd, a copy of which is set out at Appendix [●] of the Explanatory Statement.

“Noteholders” means the Series 008 Noteholders, the Series 009 Noteholders and the Series 010 Noteholders.

“Notes” means the Series 008 Notes, the Series 009 Notes and the Series 010 Notes.

“Notes Claim” means any Claim of the Noteholders that is not an Excluded Claim arising under or in respect of the Notes.

“Notes Trust Deed” means the trust deed dated 3 July 2008 entered into between: (i) the Company, as issuer; and (ii) the Notes Trustee, as trustee.

“Notes Trustee” means DBS Trustee Limited.

“Other Claim” means any Claim other than a Contingent Claim, an Excluded Claim, a Facilities Claim, the KfW Claim, a Subordinated Claim, a Notes Claim, a Perpetual Capital Securities Claim or a Preference Shares Claim.

“Other Claimant” means any person that holds an Other Claim.

“Perpetual Capital Securities” means the 6.00% perpetual capital securities (ISIN: SG31B4000005) issued by the Company and constituted pursuant to the Perpetual Securities Trust Deed, of which S\$500,000,000 in aggregate principal amount are outstanding as at the date of the Explanatory Statement.

“Perpetual Capital Securities Holder” means a person holding a Book Entry Interest in the Perpetual Capital Securities.

“Perpetual Capital Securities Cash Consideration” means cash allocated from the Debt Securities Claims Cash Consideration to be calculated in the following manner:

$$PCSCC = \frac{a}{a + b} \times DSCCC$$

where:

a is the total dollar value of all Accepted Perpetual Capital Securities Claims;

b is the total dollar value of all Accepted Preference Shares Claims;

DSCCC is the Debt Securities Claims Cash Consideration; and

PCSCC is the Perpetual Capital Securities Cash Consideration.

“Perpetual Capital Securities Cash Payout” means in respect of each Accepted Perpetual Capital Securities Claim, a cash payout to be calculated in the following manner:

$$PCSCP = \frac{c}{d} \times PCSCC$$

where:

c is the number of units of Perpetual Capital Securities held by the Perpetual Capital Securities Holder in respect of the subject Accepted Perpetual Capital Securities Claim;

d is the total number of units of Perpetual Capital Securities in respect of all Accepted Perpetual Capital Securities Claims;

PCSCC is the Perpetual Capital Securities Cash Consideration; and

PCSCP is the Perpetual Capital Securities Cash Payout for the subject Accepted Perpetual Capital Securities Claim, to be rounded down to the nearest cent.

“Perpetual Capital Securities Claim” means any Claim of a Perpetual Capital Securities Holder that is not an Excluded Claim arising under or in respect of the Perpetual Capital Securities.

“Perpetual Capital Securities Equity Consideration” means Shares allocated from the Debt Securities Claims Equity Consideration to be calculated in the following manner:

$$PCSEC = \frac{a}{a + b} \times DSCEC$$

where:

a is the total dollar value of all Accepted Perpetual Capital Securities Claims;

b is the total dollar value of all Accepted Preference Shares Claims;

DSCEC is the Debt Securities Claims Equity Consideration; and

PCSEC is the Perpetual Capital Securities Equity Consideration.

“Perpetual Capital Securities Equity Payout” means in respect of each Accepted Perpetual Capital Securities Claim, an allotment and issuance of Shares to be calculated in the following manner:

$$PCSEP = \frac{c}{d} \times PCSEC$$

where:

c is the number of units of Perpetual Capital Securities held by the Perpetual Capital Securities Holder in respect of the subject Accepted Perpetual Capital Securities Claim;

d is the total number of units of Perpetual Capital Securities in respect of all Accepted Perpetual Capital Securities Claims;

PCSEC is the Perpetual Capital Securities Equity Consideration; and

PCSEP is the Perpetual Capital Securities Equity Payout for the subject Accepted Perpetual Capital Securities Claim, to be rounded down to the nearest whole number.

“Perpetual Capital Securities Trust Deed” means the trust deed dated 27 May 2016 entered into between: (i) the Company, as issuer; and (ii) the Perpetual Capital Securities Trustee, as trustee.

“Perpetual Capital Securities Trustee” means Perpetual (Asia) Limited.

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

“Preference Shareholder” means a person holding a Book Entry Interest in the Preference Shares.

“Preference Shares” means the S\$400,000,000 8.00% cumulative non-convertible non-voting perpetual class A preference shares (ISIN: SG2D17969577) issued by the Company.

“Preference Shares Cash Consideration” means cash allocated from the Debt Securities Claims Cash Consideration to be calculated in the following manner:

$$PSCC = \frac{b}{a + b} \times DSCCC$$

where:

a is the total dollar value of all Accepted Perpetual Capital Securities Claims;

b is the total dollar value of all Accepted Preference Shares Claims;

DSCCC is the Debt Securities Claims Cash Consideration; and

PSCC is the Preference Shares Cash Consideration.

“Preference Shares Cash Payout” means in respect of each Accepted Preference Shares Claim, a cash payout to be calculated in the following manner:

$$PSCP = \frac{e}{f} \times PSCC$$

where:

e is the number of Preference Shares held by the Preference Shareholder in respect of the subject Accepted Preference Shares Claim;

f is the total number of Preference Shares in respect of all Accepted Preference Shares Claims;

PSCC is the Preference Shares Cash Consideration; and

PSCP is the Preference Shares Cash Payout for the subject Accepted Preference Shares Claim, to be rounded down to the nearest cent.

“Preference Shares Claim” means any Claim of a Preference Shareholder that is not an Excluded Claim arising under or in respect of the Preference Shares.

“Preference Shares Equity Consideration” means Shares allocated from the Debt Securities Claims Equity Consideration to be calculated in the following manner:

$$PSEC = \frac{b}{a + b} \times DSCEC$$

where:

a is the total dollar value of all Accepted Perpetual Capital Securities Claims;

b is the total dollar value of all Accepted Preference Shares Claims;

DSCEC is the Debt Securities Claims Equity Consideration; and

PSEC is the Preference Shares Equity Consideration.

“Preference Shares Equity Payout” means in respect of each Accepted Preference Shares Claim, an allotment and issuance of Shares to be calculated in the following manner:

$$PSEP = \frac{e}{f} \times PSEC$$

where:

e is the number of Preference Shares held by the Preference Shareholder in respect of the subject Accepted Preference Shares Claim;

f is the total number of Preference Shares in respect of all Accepted Preference Shares Claims;

$PSEC$ is the Preference Shares Equity Consideration; and

$PSEP$ is the Preference Shares Equity Payout for the subject Accepted Preference Shares Claim, to be rounded down to the nearest whole number.

“Professional Advisor Fees” means any professional advisory fees and disbursements of an Advisor reasonably incurred in connection with the Restructuring, which is to be paid by the Company seven (7) days before the Settlement Date.

“Proof of Claim” means a proof setting out the claim of a Scheme Party substantially in the form set out at Schedule 4 of this Scheme and Appendix [●] of the Explanatory Statement.

“Proof Regulations” means the Companies (Proofs of Debt in Schemes of Arrangement) Regulation 2017 (No S 245) of Singapore.

“Record Date” means 5:00 pm on 1 March 2019, being the latest time a Proof of Claim must be submitted to the Chairman to be assessed for the purposes of voting on this Scheme and determining the entitlements of the Scheme Parties to the Scheme Consideration.

“Restructuring” means the financial and corporate restructuring of the Group in accordance with and as implemented through the 211B Proceedings, the HE Scheme, the HMM Scheme, the Hydrochem Scheme, the Scheme and the Restructuring Documents.

“Restructuring Agreement” means the restructuring agreement dated 18 October 2018 entered into between: (i) the Company, as the target company; and (ii) the Investor, as the investor, and which is set out at Appendix [●] of the Explanatory Statement.

“Restructuring Documents” means the Restructuring Agreement and the Loan Agreement.

“Restructuring Effective Date” means later of: (i) the date on which all of the Conditions Precedent (other than Clause 5.1(d) of the Restructuring Agreement) are fulfilled or waived; and (ii) the Scheme Effective Date.

“Scheme” means the scheme of arrangement proposed by the Company under Section 210 of the Act in its present form or with or subject to any modifications, additions or conditions approved or imposed by the Court or approved in accordance with its terms.

“Scheme Consideration” means, in respect of:

- (a) the Accepted Debt Securities Claims: (i) the Debt Securities Claims Cash Consideration; and (ii) the Debt Securities Claims Equity Consideration; and
- (b) the Accepted Unsecured Claims: (i) the Unsecured Claims Cash Consideration; and (ii) the Unsecured Claims Equity Consideration;

(c) the Accepted Subordinated Party Claims: the Subordinated Claims Cash Consideration.

“**Scheme Claims**” means the Debt Securities Claims, the Unsecured Claims and the Subordinated Claims.

“**Scheme Effective Date**” means the date on which the Court order sanctioning the Scheme under the Act is lodged with ACRA.

“**Scheme Manager**” means the person appointed from time to time by the Court to administer the Scheme, which may include Ms Angela Ee of Ernst & Young Solutions LLP.

“**Scheme Meetings**” means the meetings of the Scheme Parties to vote on the Scheme convened pursuant to an order of the Court (and any meetings called following an adjournment).

“**Scheme Parties**” means the Debt Securities Scheme Parties, the Unsecured Scheme Parties and the Subordinated Scheme Parties.

“**Second Contingent Claim Management Payout**” means in respect of each Accepted Contingent Claim that is Extinguished after the date falling one (1) year after the Restructuring Effective Date and within the Contingent Claim Expiry Date, a cash payout to be calculated in the following manner:

$$SCCMP = 20\% \times \frac{s}{q} \times UCCC$$

where:

s is the value of the subject Accepted Contingent Claim that is Extinguished after the date falling one (1) year after the Restructuring Effective Date and within the Contingent Claim Expiry Date;

q is the total value of all Accepted Unsecured Claims;

UCCC is the Unsecured Claims Cash Consideration; and

SCCMP is the Second Contingent Claim Management Payout for the subject Accepted Contingent Claim, to be rounded down to the nearest cent.

“**Second Unsecured Claim Cash Payout**” means in respect of each Accepted Unsecured Claim that is not an Extinguished Contingent Claim within one (1) year after the Restructuring Effective Date, a cash payout to be calculated in the following manner:

$$SUCCP = \left(\frac{p}{q-t} \times (UCCC - \sum FCCMP) \right) - IUCCP$$

where:

p is the value of the subject Accepted Unsecured Claim that is not an Extinguished Contingent Claim within one (1) year after the Restructuring Effective Date;

q is the total value of all Accepted Unsecured Claims;

t is the total value of all Accepted Contingent Claims that have been Extinguished within one (1) year after the Restructuring Effective Date;

$UCCC$ is the Unsecured Claims Cash Consideration;

$\sum FCCMP$ is the sum of all First Contingent Claim Management Payouts;

$IUCCP$ is the Initial Unsecured Claim Cash Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest cent; and

$SUCCP$ is the Second Unsecured Claim Cash Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest cent.

“Second Unsecured Claim Equity Payout” means in respect of each Accepted Unsecured Claim that is not an Extinguished Contingent Claim within one (1) year after the Restructuring Effective Date, an allotment and issuance of Shares to be calculated in the following manner:

$$SUCEP = \left(\frac{p}{q - t} \times UCEC \right) - IUCEP$$

where:

p is the value of the subject Accepted Unsecured Claim that is not an Extinguished Contingent Claim within one (1) year after the Restructuring Effective Date;

q is the total value of all Accepted Unsecured Claims;

t is the total value of all Accepted Contingent Claims that have been Extinguished within one (1) year after the Restructuring Effective Date;

$UCEC$ is the Unsecured Claims Equity Consideration;

$IUCEP$ is the Initial Unsecured Claim Equity Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest whole number; and

$SUCEP$ is the Second Unsecured Claim Equity Payout for the subject Accepted Unsecured Claim, to be rounded down to the nearest whole number.

“Securities” means the Notes, the Perpetual Securities and the Preference Shares.

“Series 008 Notes” means the 4.25% notes due 2018 (ISIN: SG6Q70974010) issued by the Company and constituted pursuant to the Notes Trust Deed, of which S\$100,000,000 in aggregate principal amount is outstanding as at the date of the Explanatory Statement.

“Series 008 Noteholders” means persons holding a Book Entry Interest in the Series 008 Notes.

“Series 009 Notes” means the 4.60% notes due 2019 (ISIN: SG6Q77974112) issued by the Company and constituted pursuant to the Notes Trust Deed, of which S\$65,000,000 in

aggregate principal amount is outstanding as at the date of the Explanatory Statement.

“Series 009 Noteholders” means persons holding a Book Entry Interest in the Series 009 Notes.

“Series 010 Notes” means the 4.20% notes due 2019 (ISIN: SG6W23985057) issued by the Company and constituted pursuant to the Notes Trust Deed, of which S\$100,000,000 in aggregate principal amount is outstanding as at the date of the Explanatory Statement.

“Series 010 Noteholders” means persons holding a Book Entry Interest in the Series 010 Notes.

“Settlement Date” means the date falling on or before twenty eight (28) days after the Completion Date (as defined in the Restructuring Agreement).

“SGXNet” means the online announcement platform hosted by SGX-ST.

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

“Shares” means ordinary shares in the capital of the Company.

“SIAS” means the Securities Investors Association (Singapore).

“Singapore” means the Republic of Singapore.

“SMC” means the Singapore Mediation Centre.

“Subordinated Claim” means any Intercompany Claim and any HS Claim.

“Subordinated Claims Cash Consideration” means cash of an amount equal to the total sum of all Subordinated Claim Cash Payouts.

“Subordinated Claim Cash Payout” means in respect of each Accepted Subordinated Claim, a cash payout of S\$1.

“Subordinated Scheme Parties” means the Intercompany Claimants and any HS Claimants.

“Subsidiary” means a subsidiary within the meaning of Section 5 of the Act.

“TuasOne EPC Contract” means the contract for design, engineering, procurement, construction, completion, start-up, testing and commissioning of waste-to-energy plant dated 26 April 2016 entered into between: (i) TuasOne Pte Ltd, as employer; and (ii) Hydrochem, as contractor.

“TuasOne EPC Contract Parent Company Guarantee” means the deed of guarantee dated 12 May 2016 made by the Company, as guarantor, for the benefit of TuasOne Pte Ltd, in respect of the obligations of Hydrochem under the TuasOne EPC Contract.

“TuasOne Facility” means the facility agreement dated 12 May 2016 entered into between: (i) TuasOne Pte Ltd, as borrower; (ii) the banks and financial institutions listed in Schedule 1, as original lenders; (iii) DBS Bank Ltd, Maybank Kim Eng Securities Pte Ltd, Mizuho Bank, Ltd and The Bank of Tokyo-Mitsubishi UFJ, Ltd, as arranger; (iv) Malayan Banking Berhad,

Singapore Branch, as agent; and (v) the TuasOne Facility Security Trustee, as security trustee.

“TuasOne Facility Security Trustee” means Malayan Banking Berhad, Singapore Branch.

“TuasOne Share Charge” means the share charge executed by the Company dated 12 May 2016 in favour of the TuasOne Facility Security Trustee.

“Unsecured Claims” means the Contingent Claims, the Facilities Claims, the KfW Claim, the Other Claims and the Notes Claims.

“Unsecured Claims Cash Consideration” means cash of an amount equal to [S\$232,000,000].

“Unsecured Claims Cash Consideration Surplus Amount” means any residual cash from the Unsecured Claims Cash Consideration left in the Escrow Account or held by the Company three months before the expiry of the Holding Period that is not the subject of an ongoing dispute between Hyflux and the original beneficiary of that residual cash payment under the terms of this Scheme and after all cash payouts as set out in Clause 4.1.1 to Clause 4.1.9 have been made.

“Unsecured Claims Equity Consideration” means Shares constituting [27.00]% of the issued and paid up capital in the Company after the New Shares (as defined in the Restructuring Agreement) have been allotted and issued under the Restructuring Agreement.

“Unsecured Claims Equity Consideration Surplus Amount” means any residual Shares from the Unsecured Claims Equity Consideration left in the Escrow Account or held by the Company three months before the expiry of the Holding Period that is not the subject of an ongoing dispute between Hyflux and the original beneficiary of those residual Shares under the terms of this Scheme and after all equity payouts as set out in Clause 4.1.1 to Clause 4.1.9 have been made.

“Unsecured Scheme Parties” means the Contingent Claimants, the Facilities Lenders, KfW, the Noteholders and the Other Claimants.

“Unsecured Working Group” means the unsecured working group comprising certain Unsecured Scheme Parties including Mizuho Bank, Ltd, KfW, Bangkok Bank Public Company Limited, Standard Chartered Bank, Singapore Branch, BNP Paribas, CTBC Bank Co, Ltd, The Korea Development Bank and The Korea Development Bank, Singapore Branch established in connection with the Restructuring that is represented by Borrelli Walsh Limited, Hogan Lovells Lee & Lee and Tan Kok Quan Partnership.

1.2 In this Scheme, unless the context otherwise requires or as otherwise expressly stated:

1.2.1 references to Clauses and Schedules are references to clauses and schedules of this Scheme;

1.2.2 references to a person include a reference to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency;

1.2.3 references to a statute, statutory provision or regulatory rule or guidance include references to the same as subsequently modified, amended or re-enacted from time

to time;

- 1.2.4 references to an agreement, deed or document shall be deemed also to refer to such agreement, deed or document as amended, supplemented, restated, verified, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or document executed pursuant thereto, provided that such amendment, supplement, restatement, verification, replacement and/or novation has, to the extent it relates to a Restructuring Document or this Scheme, been made in accordance with the terms of such Restructuring Document and/or this Scheme (as applicable);
- 1.2.5 the singular includes the plural and *vice versa* and words importing one gender shall include all genders;
- 1.2.6 references to “including” shall be construed as references to “including without limitation” and “include”, “includes” and “included” shall be construed accordingly;
- 1.2.7 headings to Clauses and Schedules are for ease of reference only and shall not affect the interpretation of this Scheme;
- 1.2.8 references to a period of days shall include Saturdays, Sundays and public holidays and where the date which is the final day of a period of days is not a Business Day, that date will be adjusted so that it is the first following day which is a Business Day;
- 1.2.9 references to “dollar” or to “S\$” are references to the lawful currency from time to time of Singapore;
- 1.2.10 references to time shall be to Singapore time; and
- 1.2.11 where any amount is specified in this Scheme (including in any definition) in respect of any Scheme Consideration, that amount is subject to rounding in accordance with the terms of this Scheme.

2. SCHEME EFFECTIVENESS

- 2.1 This Scheme provides for a compromise and an arrangement between the Company and all Scheme Parties in respect of all Scheme Claims, including the full and final satisfaction, settlement, release and discharge of claims owing by the Company or any other member of the Group to the Scheme Parties (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 Scheme Effective Date and shall take effect in accordance with its terms.
- 2.3 The Company shall promptly notify the Scheme Parties via an announcement made on SGXNet that the Scheme Effective Date has occurred.
- 2.4 On and from the Scheme Effective Date, the Company shall use all reasonable endeavours to procure that the Conditions Precedent are satisfied and that Completion (as defined under the Restructuring Agreement) occurs as soon as reasonably practicable and in any event on or prior to the Long-Stop Date.

3. AUTHORISATION TO EXECUTE ANY UNDERTAKING TO BE BOUND BY THE

RESTRUCTURING DOCUMENTS

- 3.1 On and from the Scheme Effective Date, in consideration of the rights provided to the Scheme Parties under this Scheme and notwithstanding any term of any relevant document, each Scheme Party hereby appoints the Scheme Manager as his or her attorney and agent and irrevocably authorises, directs, instructs and empowers the Scheme Manager (represented by any authorised representative) to:
- 3.1.1 enter into, execute and deliver (whether as a deed or otherwise) for and on behalf of such Scheme Party each other Restructuring Document to which the Scheme Parties, or any of them, are named as a party and any other document referred to, contemplated by or ancillary to any of the foregoing 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 Parties under this Scheme;
- 3.1.2 in respect of Noteholders, Perpetual Capital Securities Holders and the Preference Shareholders:
- 3.1.2.1 attend, speak and vote at any meeting of the Noteholders, Perpetual Capital Securities Holders and/or the Preference Shareholders (as the case may be) to seek approval for any of the matters contemplated under this Scheme; and
- 3.1.2.2 take whatever action is necessary to ensure that the books and records of the CDP are updated to reflect the terms of this Scheme, including without limitation to:
- 3.1.2.2.1 instruct the CDP to debit the Notes, Perpetual Capital Securities and Preference Shares from the securities account or securities sub-account in which the Securities are credited (or the Account Holder, as applicable);
- 3.1.2.2.2 authorise the cancellation of the Notes, Perpetual Capital Securities and Preference Shares; and
- 3.1.2.2.3 take or carry out any other step or procedure reasonably required to effect the settlement of this Scheme.
- 3.2 Any action taken by the Scheme Manager in accordance with this Scheme or the Restructuring Documents will not constitute a breach of the Facilities, the KfW Facility, the Notes Trust Deed, the Perpetual Capital Securities Trust Deed or the Constitutional Documents (or any other agreement or document governing the terms of any Scheme Claim).
- 3.3 The authority and power granted and conferred on the Scheme Manager under Clause 3.1 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 3.1 to any duly authorised officer or agent of the Scheme Manager as necessary.

4. ALLOCATION AND DISTRIBUTION OF SCHEME CONSIDERATION

Unsecured Scheme Parties

- 4.1 On the Restructuring Effective Date, each Unsecured Scheme Party shall be entitled to, in respect of his or her Accepted Unsecured Claim, to a distribution of the Unsecured Claims Cash Consideration and the Unsecured Claims Equity Consideration in the following manner:

Initial global distribution

- 4.1.1 In respect of all Accepted Unsecured Claims except those that are Contingent Claims, the Company shall pay to each Unsecured Scheme Party the respective Initial Unsecured Claim Cash Payout on the Settlement Date.
- 4.1.2 In respect of all Accepted Unsecured Claims except those that are Contingent Claims, the Company shall allot and issue to each Unsecured Scheme Party the respective Initial Unsecured Claim Equity Payout on the Settlement Date.
- 4.1.3 In respect of all Accepted Contingent Claims, the Company shall pay into the Escrow Account the aggregate of the Initial Unsecured Claim Cash Payouts for the Accepted Contingent Claims on the Settlement Date and such amount shall be held in escrow by the Escrow Agent in accordance with the terms of the Escrow Agreement.
- 4.1.4 In respect of all Accepted Contingent Claims, the Company shall allot and issue the aggregate of the Initial Unsecured Claim Equity Payouts for the Accepted Contingent Claims on the Settlement Date to the Escrow Agent as Shares to be held in the Escrow Account in accordance with the terms of the Escrow Agreement.

Ongoing distribution for Crystallised Contingent Claims

- 4.1.5 If an Accepted Contingent Claim becomes a Crystallised Contingent Claim within the Contingent Claim Expiry Date:
- 4.1.5.1 the respective Initial Unsecured Claim Cash Payout for that Accepted Contingent Claim shall be paid to the respective Contingent Claimant from the Escrow Account within:
- 4.1.5.1.1 twenty one (21) days from the date of the respective Contingent Claim Crystallisation Determination; or
- 4.1.5.1.2 fifty nine (59) days from the date of the Contingent Claim Crystallisation Notice in the event that: (i) no Contingent Claim Crystallisation Challenge is issued within seventeen (17) days of the Contingent Claim Crystallisation Notice; and (ii) no Contingent Claim Crystallisation Determination is issued within thirty eight (38) days of the Contingent Claim Crystallisation Notice.
- 4.1.5.2 the respective Initial Unsecured Claim Equity Payout for that Accepted Contingent Claim shall be transferred to the respective Contingent Claimant from the Escrow Account within:
- 4.1.5.2.1 twenty one (21) days from the date of the respective Contingent Claim Crystallisation Determination; or
- 4.1.5.2.2 fifty nine (59) days from the date of the Contingent Claim Crystallisation Notice in the event that: (i) no Contingent

Claim Crystallisation Challenge is issued within seventeen (17) days of the Contingent Claim Crystallisation Notice; and (ii) no Contingent Claim Crystallisation Determination is issued within thirty eight (38) days of the Contingent Claim Crystallisation Notice.

Second distribution

- 4.1.6 On the date falling one (1) year after the Restructuring Effective Date, the Scheme Manager shall take an account of all Extinguished Contingent Claims.
- 4.1.7 Within twenty eight (28) days from the date falling one (1) year after the Restructuring Effective Date, the Scheme Manager shall:
- 4.1.7.1 in respect of all Accepted Contingent Claims that have been Extinguished within one (1) year after the Restructuring Effective Date, make payment of the First Contingent Claim Management Payouts to the Company from the Escrow Account;
 - 4.1.7.2 in respect of all Accepted Unsecured Claims that are not Contingent Claims and all Accepted Contingent Claims that have Crystallised within one (1) year after the Restructuring Effective Date, make payment of the Second Unsecured Claim Cash Payout to the respective Unsecured Scheme Party from the Escrow Account; and
 - 4.1.7.3 in respect of all Accepted Unsecured Claims that are not Contingent Claims and all Accepted Contingent Claims that have Crystallised within one (1) year after the Restructuring Effective Date, transfer the Second Unsecured Claim Equity Payout to the respective Unsecured Scheme Party from the Escrow Account.

Final distribution

- 4.1.8 On the date immediately following the Contingent Claim Expiry Date, the Scheme Manager shall take an account of all Extinguished Contingent Claims and Expired Contingent Claims.
- 4.1.9 Within fifty two (52) days from the Contingent Claim Expiry Date, the Scheme Manager shall:
- 4.1.9.1 in respect of all Accepted Contingent Claims that have been Extinguished one (1) year after the Restructuring Effective Date and within the Contingent Claim Expiry Date, make payment of the Second Contingent Claim Management Payouts to the Company from the Escrow Account;
 - 4.1.9.2 in respect of all Accepted Unsecured Claims that are not Contingent Claims and all Accepted Contingent Claims that have Crystallised within one (1) year after the Restructuring Effective Date, make payment of the Final Unsecured Claim Cash Payout to the respective Unsecured Scheme Party from the Escrow Account;
 - 4.1.9.3 in respect of all Accepted Unsecured Claims that are not Contingent

Claims and all Accepted Contingent Claims that have Crystallised within one (1) year after the Restructuring Effective Date, transfer the Final Unsecured Claim Equity Payout to the respective Unsecured Scheme Party from the Escrow Account;

4.1.9.4 in respect of all Accepted Contingent Claims that have Crystallised more than one (1) year after the Restructuring Effective Date and within the Contingent Claim Expiry Date, make payment of the Second Unsecured Claim Cash Payout and Final Unsecured Claim Cash Payout to the respective Unsecured Scheme Party from the Escrow Account; and

4.1.9.5 in respect of all Accepted Contingent Claims that have Crystallised more than one (1) year after the Restructuring Effective Date and within the Contingent Claim Expiry Date, transfer the Second Unsecured Claim Equity Payout and Final Unsecured Claim Equity Payout to the respective Unsecured Scheme Party from the Escrow Account.

Surplus amounts

4.1.10 On the date falling three months before the expiry of the Holding Period, the Scheme Manager shall take an account of the Unsecured Claims Cash Consideration Surplus Amount and the Unsecured Cash Claims Equity Consideration Surplus Amount.

4.1.11 The Scheme Manager shall upload a document setting out the quantum of the Unsecured Claims Cash Consideration Surplus Amount and the Unsecured Cash Claims Equity Consideration Surplus Amount into the Data Room within seven (7) days from the date falling three months before the expiry of the Holding Period.

4.1.12 The Scheme Manager may, having considered the quantum of the Unsecured Claims Cash Consideration Surplus Amount and the Unsecured Claims Equity Consideration Surplus Amount, apply to Court for leave to further distribute the Unsecured Claims Cash Consideration Surplus Amount and the Unsecured Cash Claims Equity Consideration Surplus Amount to on a *pro rata* basis the Unsecured Scheme Parties who have received a distribution in respect of their Accepted Unsecured Claims. The Scheme Manager shall upload the documents filed with the Court in respect of any such application within three (3) days from the filing date, and will not object to the participation of any Unsecured Scheme Party in the application.

Debt Securities Scheme Parties

4.2 On the Restructuring Effective Date, each Debt Securities Scheme Party shall be entitled to, in respect of his or her Accepted Debt Securities Claim, a distribution of the Debt Securities Claims Cash Consideration and the Debt Securities Claims Equity Consideration in the following manner:

4.2.1 The Company shall pay to each Perpetual Capital Securities Holder the respective Perpetual Capital Securities Cash Payout for his or her Accepted Perpetual Securities Claim on the Settlement Date.

4.2.2 The Company shall allot and issue to each Perpetual Capital Securities Holder the respective Perpetual Capital Securities Equity Payout for his or her Accepted

Perpetual Securities Claim on the Settlement Date.

4.2.3 The Company shall pay to each Preference Shareholder the respective Preference Shares Cash Payout for his or her Accepted Preference Shares Claim on the Settlement Date.

4.2.4 The Company shall allot and issue to each Preference Shareholder the respective Preference Shares Equity Payout for his or her Accepted Preference Shares Claim on the Settlement Date.

Subordinated Scheme Parties

4.3 On the Restructuring Effective Date, each Subordinated Scheme Party shall be entitled to, in respect of his or her Accepted Subordinated Claim, to a distribution of the Subordinated Claims Cash Consideration in the following manner:

4.3.1 The Company shall pay to each Subordinated Scheme Party the respective Subordinated Claim Cash Payout for his or her Accepted Subordinated Claim on the Settlement Date.

Payment distribution

4.4 Where a cash payout is required to be made by the Scheme Manager and/or the Company to a Scheme Party pursuant to this Clause 4, the Scheme Manager and/or Company shall instruct CDP to credit such amount of payout to the securities account of that Scheme Party. Where the Scheme Party does not have a valid securities account with CDP, the Scheme Manager and/or Company shall not be obliged to make the cash payout owing to such Scheme Party until the earlier of: (i) the setting up of a valid securities account with CDP by such Scheme Party; and (ii) the provision of know-your-client documents and such other information required to effect such cash payout to the satisfaction of the Escrow Agent, in respect of cash payouts under Clauses 4.1.5, 4.1.7 and 4.1.9, or the Scheme Manager in respect of all other cash payouts. In the case that (ii) occurs earlier, the relevant cash payouts can be made, at the sole and absolute discretion of the Scheme Manager, by direct transfer and do not need to be made by way of credit to the securities account of that Scheme Party.

4.5 Where an equity payout is required to be made by the Scheme Manager and/or the Company to a Scheme Party pursuant to this Clause 4, the Scheme Manager and/or Company shall instruct CDP to credit such number of Shares, representing the relevant equity payout, to the securities account of that Scheme Party. Where the Scheme Party does not have a valid securities account with CDP, the Scheme Manager and/or Company shall not be obliged to make the equity payout owing to such Scheme Party until the earlier of: (i) the setting up of a valid securities account with CDP by such Scheme Party; and (ii) the provision of know-your-client documents and such other information required to effect such equity payout to the satisfaction of the Escrow Agent, in respect of equity payouts under Clauses 4.1.5, 4.1.7 and 4.1.9, or the Scheme Manager in respect of all other equity payouts. In the case that (ii) occurs earlier, the relevant equity payouts can be made, at the sole and absolute discretion of the Scheme Manager, by direct issuance and do not need to be made by way of credit to the securities account of that Scheme Party.

4.6 Where:

4.6.1 the number of Shares to be issued to a Scheme Party pursuant to an equity payout to be made by the Scheme Manager and/or the Company under this Clause 4 is less

than 100; or

- 4.6.2 there are prohibitions or restrictions against the allocation of Shares to Scheme Parties in certain Jurisdictions,

the Scheme Manager and/or the Company shall reserve the right to sell such Shares in the market at the prevailing market price and distribute the proceeds from such sale to the Scheme Party within twenty eight (28) days from the date the Shares were due to be allotted and issued to such Scheme Party, provided that the Scheme Party has a valid CDP account or has provide know-your-client documents and such other information required to effect such cash payout to the satisfaction of the Scheme Manager.

5. SCHEME PARTY UNDERTAKINGS AND RELEASES AND COMPANY RELEASES

- 5.1 In consideration for his or her entitlements under this Scheme, each Scheme Party hereby gives the undertakings, release and waivers in this Clause 5.

- 5.2 With effect on and from the Restructuring Effective Date, each Unsecured Scheme Party irrevocably, unconditionally, fully and absolutely:

5.2.1 ratifies and confirms everything which the Company (including his or her respective authorised signatories) may lawfully do or cause to be done in accordance with any authority conferred by this Scheme or the Restructuring Documents;

5.2.2 releases all of its rights, title and interest in its Unsecured Claim and undertakes to enter into, execute and (as necessary) deliver as a deed (or otherwise) any document and do any act or thing required to facilitate and give full effect to such release;

5.2.3 releases, discharges and/or (where relevant) reassigns to the relevant assignor, any rights (including any power of attorney) that it may have against any member of the Group with respect to any mortgage, lien, pledge, guarantee, security interest or similar interest in relation to any of the Facilities, the KfW Facility or the Contingent Claims and undertakes to enter into, execute and (as necessary) deliver as a deed (or otherwise) any document and do any act or thing required to facilitate and give full effect to such release, discharge and/or reassignment (including revoking any notices and registering or procuring the registration or such release, discharge and/or reassignment);

5.2.4 subject to Clause 5.7, waives, releases and discharges each and every claim which it ever had, may have or hereafter can, shall or may have against:

5.2.4.1 the Company or any other member of the Group

5.2.4.2 the Unsecured Working Group, the Informal Steering Committee (Notes, the Informal Steering Committee (P&P) and their respective Personnel and Affiliates; and

5.2.4.3 the Advisors and their respective Personnel and Affiliates,

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

- 5.2.5 without affecting the generality of the foregoing, releases, discharges and/or (where relevant) reassigns to the relevant assignor, any rights (including any power of attorney) that it may have against Hydrochem with respect in relation to any of the Facilities, the KfW Facility or the Contingent Claims and undertakes to enter into, execute and (as necessary) deliver as a deed (or otherwise) any document and do any act or thing required to facilitate and give full effect to such release, discharge and/or reassignment (including revoking any notices and registering or procuring the registration or such release, discharge and/or reassignment);
- 5.2.6 subject to Clause 5.7, undertakes to the Company that it will not, and shall procure that its holding company or companies, Subsidiaries, associated companies, affiliates and/or other companies within its group of companies will not, commence or continue, or instruct, direct or authorise any other person to commence or continue, any proceedings in respect of or arising from:
 - 5.2.6.1 any Unsecured Claim; or
 - 5.2.6.2 any Liability in respect of:
 - 5.2.6.2.1 the preparation, negotiation or sanctioning of this Scheme, the Restructuring and the Restructuring Documents; or
 - 5.2.6.2.2 the execution of the Restructuring Documents and the carrying out of the steps and transactions contemplated therein in accordance with their terms; and
- 5.2.7 waives, releases and discharges each and every claim (that is not an Excluded Claim) which it ever had, may have or hereafter can, shall or may have against the Company or any other member of the Group for any Liability arising under or in connection with the Facilities, the KfW Facility, the Contingent Claims, the Notes and the Notes Trust Deed.
- 5.3 With effect on and from the Restructuring Effective Date, each Debt Securities Scheme Party irrevocably, unconditionally, fully and absolutely:
 - 5.3.1 agrees that the distribution of the Debt Securities Scheme Claims Cash Consideration and Debt Securities Claims Equity Consideration in accordance with the terms of this Scheme shall constitute a purchase of his or her Perpetual Capital Securities or Preference Shares (as the case may be) pursuant to the Act;
 - 5.3.2 ratifies and confirms everything which the Company (including his or her respective authorised signatories) may lawfully do or cause to be done in accordance with any authority conferred by this Scheme or the Restructuring Documents;
 - 5.3.3 releases all of its rights, title and interest in its Perpetual Capital Securities Claim or Preference Shares Claim (as the case may be) and undertakes to enter into, execute and (as necessary) deliver as a deed (or otherwise) any document and do any act or thing required to facilitate and give full effect to such release;
 - 5.3.4 subject to Clause 5.7, waives, releases and discharges each and every claim which it ever had, may have or hereafter can, shall or may have against:
 - 5.3.4.1 the Company or any other member of the Group

- 5.3.4.2 the Unsecured Working Group, the Informal Steering Committee (Notes, the Informal Steering Committee (P&P) and their respective Personnel and Affiliates; and
 - 5.3.4.3 the Advisors and their respective Personnel and Affiliates,
- for any Liability in respect of the preparation, negotiation or sanctioning of this Scheme and/or the Restructuring;
- 5.3.5 subject to Clause 5.7, undertakes to the Company that it will not, and shall procure that its holding company or companies, Subsidiaries, associated companies, affiliates and/or other companies within its group of companies will not, commence or continue, or instruct, direct or authorise any other person to commence or continue, any proceedings in respect of or arising from any:
 - 5.3.5.1 any Debt Securities Claim; or
 - 5.3.5.2 any Liability in respect of:
 - 5.3.5.2.1 the preparation, negotiation or sanctioning of this Scheme, the Restructuring and the Restructuring Documents; or
 - 5.3.5.2.2 the execution of the Restructuring Documents and the carrying out of the steps and transactions contemplated therein in accordance with their terms; and
 - 5.3.6 waives, releases and discharges each and every claim (that is not an Excluded Claim) which it ever had, may have or hereafter can, shall or may have against the Company or any other member of the Group for any Liability arising under or in connection with its Perpetual Capital Securities Claim, its Preference Shares Claim or the Perpetual Capital Securities Trust Deed (as the case may be).
- 5.4 With effect on and from the Restructuring Effective Date, each Subordinated Scheme Party irrevocably, unconditionally, fully and absolutely:
 - 5.4.1 ratifies and confirms everything which the Company (including his or her respective authorised signatories) may lawfully do or cause to be done in accordance with any authority conferred by this Scheme or the Restructuring Documents;
 - 5.4.2 releases all of its rights, title and interest of its Subordinated Claim and undertakes to enter into, execute and (as necessary) deliver as a deed (or otherwise) any document and do any act or thing required to facilitate and give full effect to such release;
 - 5.4.3 releases, discharges and/or (where relevant) reassigns to the relevant assignor, any rights (including any power of attorney) that it may have against any member of the Group with respect to any mortgage, lien, pledge, guarantee, security interest or similar interest in relation to any of the Subordinated Claims and undertakes to enter into, execute and (as necessary) deliver as a deed (or otherwise) any document and do any act or thing required to facilitate and give full effect to such release, discharge and/or reassignment (including revoking any notices and registering or procuring the registration or such release, discharge and/or reassignment);

- 5.4.4 subject to Clause 5.7, waives, releases and discharges each and every claim which it ever had, may have or hereafter can, shall or may have against:
 - 5.4.4.1 the Company or any other member of the Group
 - 5.4.4.2 the Unsecured Working Group, the Informal Steering Committee (Notes, the Informal Steering Committee (P&P) and their respective Personnel and Affiliates; and
 - 5.4.4.3 the Advisors and their respective Personnel and Affiliates,for any Liability in respect of the preparation, negotiation or sanctioning of this Scheme and/or the Restructuring;
- 5.4.5 subject to Clause 5.7, undertakes to the Company that it will, and shall procure that its holding company or companies, Subsidiaries, associated companies, affiliates and/or other companies within its group of companies will not, not commence or continue, or instruct, direct or authorise any other person to commence or continue, any proceedings in respect of or arising from:
 - 5.4.5.1 any Subordinated Claim; or
 - 5.4.5.2 any Liability in respect of:
 - 5.4.5.2.1 the preparation, negotiation, sanctioning or implementation of this Scheme, the Restructuring and the Restructuring Documents; or
 - 5.4.5.2.2 the execution of the Restructuring Documents and the carrying out of the steps and transactions contemplated therein in accordance with their terms; and
- 5.4.6 waives, releases and discharges each and every claim (that is not an Excluded Claim) which it ever had, may have or hereafter can, shall or may have against the Company or any other member of the Group for any Liability arising under or in connection with the Subordinated Claim.
- 5.5 On and from the Scheme Effective Date, each Scheme Party shall not, and shall procure that its holding company or companies, subsidiaries, associated companies, affiliates and/or other companies within its group of companies shall not, commence or continue, or instruct, direct or authorise any other person to commence or continue any proceedings in respect of or arising from any of the Scheme Claims.
- 5.6 To the extent permitted by law, none of the Scheme Parties nor the Company shall be entitled to challenge the validity of any act done or omitted to be done in good faith by the Company in connection with this Scheme and/or any Restructuring Document or the exercise by the Company or the other members of the Group in good faith of any power conferred upon it for the purposes of any Restructuring Document if done, omitted or exercised in accordance with the provisions of this Scheme or any Restructuring Document.
- 5.7 The releases, waivers and undertakings under this Clause 5 shall:

- 5.7.1 not prejudice or impair any rights of any Scheme Party created under the Scheme and/or which arises as a result of a failure by the Company, the Scheme Manager or any party to the Scheme to comply with any terms of the Scheme; and
 - 5.7.2 exclude any and all claims or causes of action arising from or relating to fraud, dishonesty, wilful default or wilful conduct.
- 5.8 With effect on and from the Restructuring Effective Date, the Company, any member of the Group and each of their predecessors, successors and assigns irrevocably, unconditionally, fully and absolutely waives, releases and discharges each and every claim which it ever had, may have or hereafter can, shall or may have against:
- 5.8.1 the Scheme Parties, their Personnel and Affiliates;
 - 5.8.2 the Unsecured Working Group, the Informal Steering Committee (Notes), the Informal Steering Committee (P&P) and their respective Personnel and Affiliates; and
 - 5.8.3 the Advisors and their respective Personnel and Affiliates,
- from any Liability in respect of the preparation, negotiation, sanctioning or implementation of this Scheme and/or the Restructuring.

6. DETERMINATION OF ACCEPTED CLAIMS

- 6.1 All Accepted Scheme Claims shall be determined as at the Record Date. Any alleged Scheme Claim(s) not denominated in dollars (S\$) shall be converted to its value in dollars (S\$) using the Base Currency Conversion Rate for the purposes of determination of whether such alleged Scheme Claim(s) is/are Accepted.
- 6.2 All Persons claiming to be Scheme Parties must provide the Chairman with a duly completed Proof of Claim in respect of their Scheme Claims prior to the Record Date, unless:
 - 6.2.1 such requirement is waived by the Chairman;
 - 6.2.2 such requirement is waived by the Court; or
 - 6.2.3 a Proof of Claim is filed on a Scheme Party's behalf by the Chairman or the Company.
- 6.3 Proofs of Claim delivered after the Record Date may, at the sole discretion of the Chairman, be disregarded for voting purposes at the Scheme Meetings.
- 6.4 If the Chairman refuses to Accept an alleged Scheme Claim received from an alleged Scheme Party, he or she shall, within a reasonable time, prepare a statement in writing or electronic mail of his or her reasons for doing so and promptly send such statement to the person alleging such Scheme Claim against the Company.
- 6.5 Neither the Company nor the Chairman shall recognise any sale, assignment, transfer or any disclosed sub-participation of any Scheme Claim after the Record Date for the purposes of determining entitlement to attend and vote at the Scheme Meetings. A transferee of a beneficial or proprietary interest in any Scheme Claim after the Record Date will, however, be bound by the terms of the Scheme in the event it becomes effective and the transferee will

have to demonstrate, to the satisfaction of the Scheme Manager, that he or she is entitled to receive his or her share of the Scheme Consideration.

- 6.6 The Chairman shall not be liable for any claim or liability arising in respect of the performance of his or her duties as Chairman under this Scheme except where such claim or liability arises as a result of his or her own fraud, gross negligence or wilful misconduct.

7. SCHEME MANAGER

- 7.1 The Scheme Manager shall oversee and be responsible for the implementation of and compliance with the provisions of this Scheme and shall have the power to do all such things as he or she may consider necessary towards fulfilment of this Scheme.

- 7.2 Any decision, including calculations or payments, made by the Scheme Manager in carrying out his or her functions and/or duties under and/or in fulfilment of this Scheme shall be final and binding on all Scheme Parties.

- 7.3 The Scheme Manager may engage legal, financial or other professional advisors and consultants to advise and assist the Scheme Manager in the exercise of his or her rights and the performance or discharge of his or her duties as the Scheme Manager.

- 7.4 The Scheme Manager shall not be liable to any Scheme Party for any and all losses, damages, charges, costs and expenses of whatsoever nature which such Scheme Party may sustain, incur or suffer in connection with or arising from the performance by the Scheme Manager of his or her duties as Scheme Manager under this Scheme, including any decisions, calculations or payments in carrying out his or her functions and/or duties under and/or in fulfilment of this Scheme, unless directly caused by fraud, gross negligence or wilful misconduct on his or her part.

- 7.5 Any Scheme Party that intends to challenge any act or omission of the Scheme Manager in connection with or arising from any decision, including calculations or payments, made by the Scheme Manager in carrying out his or her functions and/or duties under and/or in fulfilment of this Scheme shall notify the Scheme Manager of such notice at least 7 Business Days before any such challenge is made to a Court or in any other forum. Any Scheme Party who makes a challenge without providing such appropriate notice shall be deemed to have agreed to: (i) if such challenge is dismissed by the Court, be liable for the costs, expenses and disbursements incurred by the Scheme Manager in connection with resisting any such challenge on an indemnity basis; and (ii) in any case, be solely responsible for any cost, expenses and disbursements it incurs in connection with the challenge.

- 7.6 In exercising his or her powers and carrying out his or her duties and functions under and in fulfilment of this Scheme, the Scheme Manager shall be deemed at all times to act as an agent for and on behalf of the Company.

- 7.7 The Scheme Manager shall be entitled to such reasonable fees and remuneration for the performance of his or her duties and services as Scheme Manager and for taking any action that he or she is required, authorised or empowered to take under or in respect of this Scheme as may be agreed with the Company or determined by the Court.

8. MODIFICATION OF THE SCHEME

- 8.1 The Company may, prior to the calling of any Scheme Meeting, delete, modify, amend or add to the terms of this Scheme which the Company, upon further consultation with Scheme

Parties as necessary or relevant, may think fit or appropriate for the implementation of the Restructuring.

- 8.2 Each of the Scheme Parties hereby agree that the Company may at any Court hearing to sanction this Scheme, consent on behalf of itself and all Scheme Parties 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, provided that such modification, addition, term or condition does not have an adverse effect on the rights of the Scheme Parties, or any of them, under this Scheme.

9. TERMINATION OF THE SCHEME

- 9.1 If:

- 9.1.1 the Restructuring Effective Date does not occur on or before the Long-Stop Date; or
- 9.1.2 the Restructuring Agreement and/or Loan Agreement terminates in accordance with their respective terms,

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 Scheme Parties shall not be affected and shall be reinstated and remain in full force and effect.

10. COMPLETION OF THE SCHEME

- 10.1 The implementation and operation of this Scheme shall be deemed to be completed following the end of the Holding Period upon which all duties and responsibilities of the Scheme Manager shall cease.

11. NOTICES

- 11.1 Any notice or other written communication to be given under or in relation to this Scheme (other than any Proof of Claim, which is to be delivered in accordance with the instructions contained therein) shall be given by way of an announcement made on SGXNet or in writing and, in the case of the latter, shall be deemed to have been duly given if it is delivered by hand, sent by courier, pre-paid first class post, airmail or electronic mail to:

- 11.1.1 in the case of the Company:

Hyflux Ltd
80 Bendemeer Road
Hyflux Innovation Centre
Singapore 339949
investor@hyflux.com

- 11.1.2 in the case of the Scheme Manager:

Scheme Manager – Hyflux Ltd
c/o Ernst & Young Solutions LLP
One Raffles Quay
North Tower, Level 18

Singapore 048583
hyfluxqueries@sg.ey.com

- 11.1.3 in the case of a Scheme Party, its last known address according to the Company, or, if so directed in writing by that Scheme Party to the Company, the postal or electronic mail address of the persons entitled to receive such notice or written communication on the Scheme Party's behalf; and
- 11.1.4 in the case of any other person, to any postal or electronic mail address set forth for that person in any written agreement entered into in connection with the Scheme.
- 11.2 Any notice or written communication to be given under or in relation to this Scheme (other than any Proof of Claim, which is to be delivered in accordance with the instructions contained therein), shall be deemed to have been delivered and served:
- 11.2.1 if delivered by hand or courier, when actually received provided that, if such receipt occurs after 5:00 pm in the place of receipt, the following Business Day;
- 11.2.2 if sent by pre-paid first class post or airmail, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise the seventh Business Day after posting;
- 11.2.3 if sent electronically, when actually received in readable form provided that, if such receipt in readable form occurs after 5:00 pm in the place of receipt, the following Business Day; and
- 11.2.4 if by advertisement or stock exchange announcement, on the date of publication.
- 11.3 In proving service, it shall be sufficient proof, in the case of a notice sent by pre-paid first class post or airmail, that the envelope was properly stamped, addressed and placed in the post.
- 11.4 The accidental omission to send any notice, written communication or other document in accordance with any of Clauses 11.1 to 11.3, or the non-receipt of any such notice by any Scheme Party, shall not affect any part or provision of this Scheme.
- 11.5 Notwithstanding any provision to the contrary contained in this Scheme, notice to the Noteholders, Perpetual Capital Securities Holders and the Preference Shareholders may be given instead by stock exchange announcement and such notices shall be deemed to have been given on the date of such announcement.

12. COSTS AND EXPENSES

- 12.1 The Company shall pay, or procure the payment of, in full all costs, charges, expenses and disbursements incurred by it in connection with the negotiation, preparation and implementation of this Scheme as and when they arise, including, but not limited to, any costs incurred by the Chairman or the Scheme Manager in defending any action brought against any of them in connection with any of their duties and responsibilities under this Scheme (save in the case of fraud, gross-negligence or wilful misconduct), the holding of the Scheme Meetings, the costs of obtaining the sanction of the Court and the costs of issuing notices (if any) required by this Scheme. For the avoidance of doubt, such costs, charge, expenses and disbursements include the Professional Advisor Fees.

- 12.2 The Company shall pay, or procure the payment of, in full, all Professional Advisor Fees seven (7) days before the Settlement Date.

13. CONFLICT & INCONSISTENCY

- 13.1 In the case of a conflict or inconsistency between the terms of this Scheme and the terms of the Explanatory Statement, the terms of this Scheme shall prevail.

14. SEVERABILITY

- 14.1 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.
- 14.2 To the extent it is not possible to delete or modify the provision in whole or in part, under Clause 14.1, 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.

15. GOVERNING LAW AND JURISDICTION

- 15.1 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.
- 15.2 The Scheme Parties 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 (the “**Proceedings**”) 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 Scheme Parties and the Company irrevocably submit to the jurisdiction of the courts of Singapore, including the Court, provided, however, that nothing in this Clause 15.2 and Clause 15.1 shall affect the validity of other provisions determining governing law and jurisdiction as between the Company and the Scheme Parties, whether contained in contract or otherwise. A Scheme Party may take action in any other court of competent jurisdiction in order to enforce a judgment made in its favour in relation to the Proceedings.
- 15.3 Any dispute arising out of or in connection with the payment of Professional Advisor Fees under Clause 12.2 shall first be submitted for mediation at the SMC in accordance with SMC’s Mediation Procedure in force for the time being. Either the Company, or any of the Advisors or Scheme Parties may submit a request to mediate to SMC upon which the other party or parties will be bound to participate in the mediation within fourteen (14) days thereof. Only one (1) mediator shall be appointed by agreement between the parties in dispute, failing which the sole mediator shall be appointed by the SMC. The mediation will take place in Singapore in the English language and the parties in dispute agree to be bound by any settlement agreement reached. In the event that no settlement is reached between the parties in respect of the subject dispute, Clause 15.2 shall apply *in pari materia* to that dispute.
- 15.4 The terms of this Scheme and the obligations imposed on the Company and the Scheme Parties (and, for the avoidance of doubt, those terms and obligations which may be construed as being imposed on any Scheme Party) hereunder shall take effect subject to any prohibition or condition imposed by applicable law.

**SCHEDULE 1
LIST OF FACILITIES**

The facility letter dated 18 January 2012 issued by The Hongkong and Shanghai Banking Corporation Limited and accepted by the Company and Hydrochem as borrowers on 10 February 2012.

The uncommitted credit facilities offered by Chinatrust Commercial Bank Co, Ltd, Singapore Branch on 9 April 2012 and accepted by the Company on 23 April 2012.

The facility letter dated 6 November 2015 issued by Standard Chartered Bank, Singapore Branch and accepted by the Company on 12 November 2015.

The facility letter dated 16 January 2016 issued by United Overseas Bank Limited and accepted by the Company on 31 January 2016.

The facility agreement dated 31 March 2016 entered into between: (i) the Company, as borrower; (ii) Hydrochem, as guarantor; and (iii) BNP Paribas, DBS Bank Ltd and Mizuho Bank Ltd as mandated lead arrangers and bookrunners; with (iv) DBS Bank Ltd acting as agent.

The facility letter dated 19 May 2016 issued by DBS Bank Ltd and accepted by: (i) the Company, as borrower, on 24 May 2016; and (ii) Hydrochem, as guarantor, on 24 May 2016.

The revolving short term loan facility dated 17 August 2016 entered into between (i) the Company, as borrower; and (ii) Bangkok Bank Public Company Limited, as lender.

The facility agreement dated 26 October 2016 entered into between (i) the Company, as borrower; and (ii) Mizuho Bank Ltd, Singapore Branch, as lender.

The amended and restated facility agreement dated 28 October 2016 entered into between (i) the Company, as borrower; and (ii) Mizuho Bank Ltd, Singapore Branch, as lender.

The revolving short term loan facility dated 6 December 2016 entered into between (i) the Company, as borrower; and (ii) Bangkok Bank Public Company Limited, as lender.

**SCHEDULE 2
NON-EXHAUSTIVE LIST OF CONTINGENT CLAIMS**

Party	Basis for Claim
Algerian Energy Company SpA	Potential dispute under a joint venture agreement dated 28 March 2007
Malakoff Berhad	
Almiyah Attilemçania SpA	Letter of Undertaking dated 3 June 2011
Arab Banking Corporation BSC	Counter Guarantee No ILG/11/20000 Counter Guarantee No ILG/15/20066 Counter Guarantee No ILG/16/20073 Counter Guarantee No ILG/16/20075 Counter Guarantee No ILG/16/20119
Asia Water Development Engineering Company	Advance Payment Corporate Guarantee dated 5 April 2018
BNP Paribas, Singapore Branch	Contre-Garantie nr 00001BGG0901976
DBS Bank Ltd	Banker's Guarantee No 550-02-1173270 Banker's Guarantee No 550-02-1210943 Banker's Guarantee No 550-02-1221496 Banker's Guarantee No 550-02-1381161 Banker's Guarantee No 550-02-1381189
HSBC Institutional Trust Services (Singapore) Limited in its capacity as trustee of Ascendas REIT	Guarantee and Undertaking dated 4 April 2005 Guarantee and Undertaking dated 30 June 2014 Guarantee and Undertaking dated 15 February 2017
Mizuho Bank Ltd, Singapore Branch	Banker's Guarantee No LOD-BDC-009784 Banker's Guarantee No LOD-BDC-010929/010930 only to extent of the Company's share amounting to S\$22,500,000.
RBC Investor Services Trust Singapore Limited in its capacity as trustee of ESR-REIT	Corporate Guarantee dated 13 December 2017
Samsung Engineering Co, Ltd	Corporate Guarantee issued by the Company dated 17 September 2018
Snamprogetti Saudi Arabia Co Ltd	Parent Company Guarantee dated 28 January 2016
Standard Chartered Bank	Performance Bond No 779020462133-R
The Hong Kong and Shanghai Banking Corporation Limited	Counter-Guarantee issued in respect of Letter of Guarantee No PEBHOR832031 issued by The Saudi British Bank
TuasOne Pte Ltd	TuasOne EPC Contract Parent Company Guarantee (as defined in the Scheme)
Yunnan Water (Hong Kong) Company Limited	Arbitration concerning disputes under a sale and purchase agreement dated 26 October 2016
中国银行股份有限公司天津大港支行	保证合同 编号：2009年港保字003号

**SCHEDULE 3
NON-EXHAUSTIVE LIST OF EXCLUDED CLAIMS**

Party	Basis for Claim
BNP Paribas, Singapore Branch	Banker's Guarantee No 00001IGN1830394
DBS Bank Ltd	Banker's Guarantee No 550-02-0864917 Security Bonds for Foreign Workers (Domestic and non-Domestic) issued pursuant to the Employment of Foreign Manpower Act (Chapter 91A)
Mizuho Bank Ltd, Singapore Branch	Banker's Guarantee No LOD-GTO-009479 Banker's Guarantee No LOD-GTO-009459
Qurayat Desalination SAOC	Guarantee dated 28 October 2015
The Hong Kong and Shanghai Banking Corporation Limited	Banker's Guarantee No FNGOCB628508
Tokio Marine Singapore	Security Bonds for Foreign Workers (Domestic and non-Domestic) issued pursuant to the Employment of Foreign Manpower Act (Chapter 91A)

DATED 21 FEB 2019

**SCHEDULE 4
FORM OF PROOF OF CLAIM**